

CITY OF BURLINGTON



Request for Proposals

City of Burlington, Vermont

Issued: November 27, 2020

Due: December 9, 2020

I. PROJECT BACKGROUND

The City of Burlington has made a commitment to the eradication of systemic racism by allocating an initial \$1M to the Racial Justice Fund of the City’s FY21 annual budget, declaring racism a public health emergency, and creation of a strategic plan to address implementing culture empowerment, securing equal opportunity and the expansion of the Racial Equity, Inclusion and Belonging office. Since the murder of George Floyd and the COVID-19 pandemic that has shined a light on longstanding racial disparities, America has been experiencing a racial reckoning and racial awakening. These injustices towards Black Americans have been with us for 401 years, and Burlington wants to take a step towards Truth and Reconciliation by studying the effects of chattel slavery, Burlington’s role in the Trans-Atlantic Slave Trade, and the consideration of an apology of the aforementioned to the descendants of enslaved peoples. The following Scope describes the work to be completed by several academic scholars for how the City of Burlington will engage in this study, and the recommendations from the study to be presented to the Reparations Task Force and City Council. We are looking for scholars who have studied this topic and have the time and passion for completing this work. Costs of the plan are not to exceed \$50,000.

II. SCOPE OF WORK

1) Study and develop reparation proposals for African Americans living in Burlington as a result of the institution of slavery, including both the transatlantic and domestic “trade” that existed from 1565 in colonial Florida and from 1619 through 1865 within the other colonies that became the United States, and that included the federal and

state and local governments that constitutionally and statutorily supported the institution of slavery; and

2) Study and develop reparation proposals for African Americans living in Burlington as a result of the de jure and de facto discrimination against freed slaves and their descendants from the end of the Civil War to the present, including economic, political, educational, and social discrimination; and the lingering negative effects of the institution of slavery and the discrimination on living African Americans descending from slavery in Burlington; and

3) Study and develop reparation proposals for African Americans as a result of the manner in which instructional resources and technologies are being used to deny the inhumanity of slavery and the crime against humanity of people of African descent in Burlington; the role of Northern complicity in the Southern-based institution of slavery; and the direct benefits to societal institutions, public and private, including higher education, corporate, religious, and associational; and

4) Recommend appropriate ways to educate Burlington community members of the Task Force's findings; and recommend appropriate remedies in consideration of the Task Force's findings on the matters described in this section; and submit to the City Council the completed study and recommendations; and

5) Identify, compile, and synthesize the relevant corpus of evidentiary documentation of the institution of slavery that existed within the United States and the colonies that became the United States from 1619 through 1865 and specifically its manifestations in Burlington; and

6) Include, in making recommendations, how the recommendations comport with international standards of remedy for wrongs and injuries that may apply to the City and that include full reparations and special measures, as understood by various relevant international protocols, laws, and findings; how the City of Burlington would offer a formal apology on behalf of the people of Burlington for the perpetration of gross human rights violations and crimes against humanity on African slaves and their descendants if the Task Force recommends such an apology; and how Burlington and Vermont laws and policies that continue to disproportionately and negatively affect African Americans as a group, and how those that perpetuate the lingering effects, both material and psychosocial, can be eliminated; and

7) Include, in documentation and examination, the facts related to the capture and procurement of Africans; and the transport of Africans to the United States and the

colonies that became the United States for the purpose of enslavement, including their treatment during transport; and the sale and acquisition of Africans as chattel property in interstate and intrastate commerce; and the treatment of African slaves in the colonies and the United States, including the deprivation of their freedom, exploitation of their labor, and destruction of their culture, language, religion, and families; and the extensive denial of humanity, sexual abuse, and chattellization of persons, and specifically how those were manifested in Burlington; and

8) Include, in documentation and examination, the facts related to the role of the federal, state, and local governments of the United States, specifically the governments of the State of Vermont and the City of Burlington, in supporting the institution of slavery in constitutional and statutory provisions, including the extent to which the governments prevented, opposed, or restricted efforts of formerly enslaved Africans and their descendants to repatriate to their homeland; and the federal, state, and local laws, specifically those of Vermont and the City of Burlington, that discriminated against formerly enslaved Africans and their descendants who were deemed U.S. citizens from 1868 to the present; and the other forms of discrimination in the public and private sectors against freed African slaves and their descendants who were deemed U.S. citizens from 1868 to the present, including redlining, educational funding discrepancies, and predatory financial practices; and the lingering negative effects of the institution of slavery and the matters described in this section on living African Americans and on society in the United States, specifically in Burlington; and

9) Include, in making recommendations, how the injuries resulting from matters described in this section can be reversed or remedied and provide appropriate policies, programs, projects, and recommendations for the purpose of reversing or remedying the injuries; how, in consideration of the Task Force's findings, any form of compensation to the descendants of enslaved Africans living in Burlington could be calculated; what form of compensation should be awarded, through what instrumentalities, and who should be eligible for such compensation; how the City can advocate on a larger scale, on the federal and state level for such reparations, and how, in consideration of the Task Force's findings, any other forms of rehabilitation or restitution to African descendants living in Burlington is warranted and what the form and scope of those measures should take;

III. **RESPONSE FORMAT**

Proposals must be received before the Response Date and include the following:

- Background information of the academic making the proposal, focusing on past experience with studying reparations, chattel slavery, and/or reconstruction.

- Please ensure that you include a list of your academic publications regarding reparations, chattel slavery, and/or reconstruction.
- Proposed contract services and a breakdown of what academic portion of the study you will be responsible for during the project.
- Detailed timeline for meeting expected deadlines.
- Demonstrated understanding of how the City of Burlington can lead other municipalities in this effort.
- Cost for providing consulting services for your portion of this work.

IV. CONTRACTOR/CONSULTANT SELECTION

While cost is a consideration in the RFP evaluation process, the City is not required to select the lowest cost proposal. A history of successful studies in regard to chattel slavery, reconstruction, and reparations will be the main factor when evaluating and selecting the winning proposals. Submittals should sufficiently demonstrate how the consultant is uniquely qualified for such an undertaking and will be reviewed and evaluated by the Director of Racial Equity, Inclusion and Belonging. **Please keep responses to 10 pages or less.**

This RFP does not commit the City to pay any costs incurred by any proposer in the submission of a proposal. The proposer is responsible for all cost associated with the response to this RFP. The City reserves the right to reject any and all proposals at any time with no penalty, to negotiate with any qualified source, to waive any formality or to cancel the RFP in part or in its entirety if it is in the best interest of the City of Burlington. This solicitation of proposals in no way obligates the City of Burlington to award a contract.

All complete proposals from qualified Contractors will be evaluated on the following criteria:

- 1. Ability to Meet Budget.....(15 pts)**
- 2. Demonstrated Project Understanding.....(20 pts)**
- 3. Experience & Qualifications.....(25 pts)**
 - Areas of expertise may include:
 - Teaching at a college or university on these topics
 - Qualitative and quantitative research methods expertise
 - Ability to work well with other academic scholars on similar studies
 - Deep understanding of systemic racism as it relates to chattel slavery
- 4. Ability to Meet Proposed Schedule.....(10 pts)**
 - Targeted contract award date of December 14, 2020
 - First update of report targeted for Wednesday, February 17, 2021
 - Second update of report targeted for Wednesday, April 14, 2021
 - Third update of report targeted for Wednesday, June 16, 2021
 - Project completion targeted for Tuesday, December 14, 2021
- 5. Depth of Skills.....(10 pts)**
- 6. Demonstration of Innovative Approach.....(10 pts)**

7. Quality, Clarity & Completeness of Proposal.....(10 pts)

V. SUBMISSIONS

Proposals and questions shall be submitted via e-mail to:

Tyeastia Green,
Director
Racial Equity, Inclusion and Belonging
tgreen@burlingtonvt.gov

Additional submission requirements are as follows:

- Responses to this RFP must be received per the schedule outlined on Page 1 to be considered.
- Applicants are solely responsible for ensuring that proposals arrive on time.
- Each applicant **MUST** provide their submittal electronically as a PDF.
- Please ensure that the document is easily printable in an 8.5x11 or 11x17 format.
- Applicants will receive a confirmation email once their proposal is received.
- Faxed proposals **WILL NOT** be accepted.
- Late replies **WILL NOT** be considered.

VI. EXHIBITS

- a. Exhibit A: Contractor Proposal
- b. Exhibit B: Draft Contract
- c. Exhibit C: Burlington Standard Contract Conditions
- d. Exhibit D: Burlington Livable Wage Ordinance Certification
- e. Exhibit E: Burlington Outsourcing Ordinance Certification
- f. Exhibit F: Burlington Union Deterrence Ordinance Certification

VII. CONTRACTING

The [Contractor/Consultant], prior to being awarded a contract, shall apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1101, PH: 802-828-2363, Toll-free: 800-439-8683; Vermont Relay Service – 711; web site: <https://www.sec.state.vt.us/>. The contract will not be executed until the Consultant is registered with the Secretary of State's Office. The successful Consultant will be expected to execute sub-agreements for each sub-consultant named in the proposal upon award of this contract.

Prior to beginning any work, the Consultant shall obtain Insurance Coverage in accordance with the Burlington [Contract/Consultant] Conditions (Attachment A in this RFP). The certificate of insurance coverage shall be documented on forms acceptable to the City.

If the award of the contract aggrieves any firms, they must appeal in writing to the City. The appeal must be post-marked within seven (7) calendar days following the date of written notice to award the contract.

VIII. AGREEMENT REQUIREMENTS

The selected consultant will be required to execute a contract with the City on the terms and conditions required by the City, including but not limited those in the Burlington [Contract/Consultant] Conditions (Attachment C) and the attached Draft Agreement.

IX. LIMITATIONS OF LIABILITY

The City assumes no responsibility or liability for costs incurred by parties responding to this Request for Proposals, or responding to any further requests for interviews, additional data, etc., prior to the issuance of the contract.

X. COSTS ASSOCIATED WITH PROPOSAL

Any costs incurred by any person or entity in preparing, submitting, or presenting a proposal are the sole responsibility of that person or entity. The City will not reimburse any person or entity for any costs incurred.

XI. INDEMNIFICATION

Any party responding to this Request for Proposals is acting in an independent capacity and not as an officer or employee of the City. Any party responding to this Request for Proposals will be required to indemnify, defend, and hold harmless the City, its officers, and employees from all liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the responding party's acts and/or omissions in or related to the submission of the response.

XII. REJECTION OF PROPOSALS

The City reserves the right to reject any or all proposals, to negotiate with one or more parties, or to award the contract to the proposal the City deems will meet its best interests, even if that proposal is not the lowest bid. The City reserves the right to re-advertise for additional proposals and to extend the deadline for submission of the proposals. This Request for Proposals in no way obligates the City to award a contract.

XIII. OWNERSHIP OF DOCUMENTS

Any materials submitted to the City in response to this Request for Proposals shall become the property of the City unless another arrangement is made by written agreement between the City and the responding party. The responding party may retain copies of the original documents.

XIV. PUBLIC RECORDS

Any and all records submitted to the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of City. All records the responding party considers to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, or that the responding party otherwise seeks to have the City consider as exempt must be identified clearly and specifically at the time of submission. It is not sufficient to merely state generally that a proposal is proprietary, contains a trade secret, or is otherwise exempt. Particular records, pages, and sections which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

XV. PUBLIC HEALTH EMERGENCIES

Bidders are advised that public health emergencies, as declared by the City, the State of Vermont, or the Federal Government, including the current pandemic of Novel Coronavirus (COVID-19), may introduce significant uncertainty into the project, including disruption of timelines or revised practices. [Contractors/Consultants] shall consider public health emergencies as they develop project schedules and advance the work.

The City may require a public health emergency plan be submitted as part of the bid. This plan will contain:

- 1) Measures to manage risk and ensure that potential impacts to safety and mobility are mitigated in accordance with health and safety standards and guidelines proposed by local, state, and federal agencies (see attached Draft Contract, Sections 15 and Attachment X);
- 2) A schedule for possible updates to the plan in advance of the start of work (see attached Draft Contract, Section 15); and
- 3) Means to adjust the schedule and sequence of work should the emergency change in nature or duration.

The City will have sole discretion to approve, deny, or require changes to this plan as a condition of consideration of the bid. While the [Contractor/Consultant] is responsible for ensuring that the project or site is stable and in a safe and maintainable condition, the City will have the right to inspect all preparatory, in-progress, and final work to ensure compliance with health and safety standards and may at any time require the [Contractor/Consultant] to stop work until it becomes compliant.

If a public health emergency is declared, the City will not be responsible for any delays related to the sequence of operations or any expenses or losses incurred as a result of any delays. Any

delays related to public emergencies, including the current pandemic of Novel Coronavirus (COVID-19), will be excusable, but will not be compensable.