

CITY OF EAST LANSING, MICHIGAN



NOTICE TO CONSULTANTS

REQUEST FOR PROPOSAL (RFP)

All consultants shall complete the Proposal and Award page and submit all information requested herein in the proposal document in its entirety, in order for the proposal to be responsive. Failure to do so may result in the proposal being declared non-responsive and rejected.

PROJECT NAME: Anti-Racism, Diversity Equity & Inclusion Training

PROPOSAL REFERENCE NO: DEI 001

DATE OF ISSUANCE: July 16, 2020

DATE & TIME PROPOSAL DUE: July 30, 2020

ISSUING OFFICE: City Manager

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Note: Should any of the pages or documents listed above be missing from your packet, or if you have any questions regarding this RFP, please contact Elaine Hardy, Diversity Equity & Inclusion Administrator at the City of East Lansing City Manager's Office (517) 319-6942 or ehardy@cityofeastlansing.com.

REQUEST FOR PROPOSALS

Project name Anti-Racism, Diversity Equity & Inclusion Training

Project scope The City of East Lansing is seeking an individual or consulting firm with demonstrated capacity to lead organizations through a cultural transformation process using the tools of anti-racism, anti-bias and diversity, equity and inclusion training to support the transformation and the development of structures to facilitate and maintain the change.

RFP number 001

Date issued July 16, 2020

PROPOSAL & AWARD

The undersigned having become thoroughly familiar with and understanding all proposal documents attached hereto, agrees to provide the services as specified herein, for the total fees as stipulated herein, subject to negotiation.

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have authority to submit this proposal which will become a binding contract if accepted by the City of East Lansing.

I hereby state that I have read, understand and agree to be bound by all of the terms of this proposal document.

Signature _____ Title _____

Print Name _____ Date _____

Firm Name _____

Address _____

Telephone No. _____

Fax No. _____

E-mail _____

INSTRUCTIONS TO CONSULTANTS

TERMS & CONDITIONS

PROPOSALS

All proposals must be submitted following the proposal format supplied by the City of East Lansing in this document and shall be subject to all requirements of this document.

The City may consider as irregular any proposal in which there is an alteration of or departure from the format stated in the RFP Documents, and at its option may reject the same.

The City of East Lansing, by policy, has several special directives and preferences for contractors. These include small, minority, and women owned businesses, prevailing wage, local purchasing preference, green fleet purchasing provision, directives on environmental impacts and contractors providing other eligible individual benefits. There are some exceptions for these policy directives, therefore each firm shall include in its proposal: if the firm is a small, minority or woman owned business, if any craftsman, mechanics or laborers employed receive at least the prevailing wages and fringe benefits of the Building Trades Department for classes as determined by US Department of Labor for the Ingham County area, if the firm is a registered local or regional vendor, if the firm provides benefits to its employees, and if benefits are offered to other eligible individuals (i.e. domestic partners).

Each firm shall include in its proposal, in the format requested thereof, the cost of performing the work. The prices set forth in the proposal submitted by each firm shall remain in effect for the duration stated for each phase of the project.

Each firm shall include in their proposal a listing of each principal and the names of any proposed consultant and the name and address of each office which may be involved in the project.

Before executing any subcontract, the successful firm shall submit the name and principals of any proposed subcontractor for prior approval.

SUBMITTAL OF PROPOSALS

Consultants may submit proposals hard copy or electronically.

Electronic submission:

The proposal documents may be submitted electronically via e-mail to ehardy@cityofeastlansing.com. The subject line should clearly delineate that the message is a proposal submission and include the project name and name of the firm submitting the proposal.

The proposals shall be submitted by no later than July 17, 2020.

Hard copy submission:

Six of copies of the proposal documents shall be submitted in a sealed envelope. If mailed, send the proposal to City of East Lansing, Attention Elaine Hardy, Diversity Equity & Inclusion Administrator 410 Abbot Road, East Lansing, MI, 48823. If hand delivered, submit the proposal to the City Manager's Office, 410 Abbot Road East Lansing, MI.

The envelope shall be clearly marked on the exterior denoting the name of the firm submitting the proposal and the name of the particular professional services contract for which the proposal is offered.

The proposals shall be submitted by no later than July 17, 2020

AWARD OF CONTRACT/REJECTION OF PROPOSALS

The contract will be awarded to the firm who provides a proposal that is most responsive to meeting both the needs of the project and the City of East Lansing.

The City reserves the right to reject any and all proposals and to waive any irregularity in proposals received whenever such rejection or waiver is in the best interest of the City. The firm to whom the award is made will be notified at the earliest possible date. All firms submitting proposals will be notified when the award is made.

The contract shall be considered executed after the City of East Lansing City Manager or other designated official signs it.

SIGNATURES

Prior to awarding a contract, all proposals, notifications, claims and statements must be signed as follows:

CORPORATIONS: Signature of official shall be accompanied by a certified copy of the resolution of the Board of Directors authorizing the individual signing to bind the corporation.

PARTNERSHIPS: Signatures of one partner shall be accompanied by a certified copy of the Power of Attorney authorizing the signing to bind all partners. If all partners sign the proposal no authorization is needed.

LIMITED LIABILITY COMPANY: Signature of a member, or if organized on a managing member basis, a certified copy of a resolution appointing the signer as the managing member.

INDIVIDUAL: No authorization is needed.

TYPE OF CONTRACT

It is proposed that the contract entered into as a result of this RFP will have either a lump sum; hourly rate not to exceed cost; or hourly rate with an estimated cost for those tasks noted. Negotiations may be undertaken with those firms whose proposals show them to be qualified, responsible and capable of performing the work. The contract that may be entered into will be that one which is most advantageous to the City of East Lansing, price and other factors, considered. The City reserves the right to consider proposals or modifications thereof received at any time before the award is made, if such action is deemed to be in the best interest of the City.

NO THIRD-PARTY RIGHTS

It is agreed and understood that any contract is made solely for the benefit of the City of East Lansing and the Provider of Services; that it is not made for the benefit of any third party; and that no action or defense may be founded upon any contract except by the parties hereto.

INSURANCE

The firm shall provide proof of professional liability insurance which shall insure against negligent acts, errors or omissions which occur as a result of professional services performed by the firm.

PERFORMANCE BOND

The City may require a performance bond in an amount equal to the contracted amount and/or liquidated damages as specified.

ORAL PRESENTATIONS

Firms who submit a proposal may be required to make an oral presentation of their proposal to the City. If held, these presentations will provide an opportunity for the firm(s) to clarify their proposals and to ensure mutual understanding of its contents. The City will schedule any such presentations.

BID AMENDMENTS & QUESTIONS

If amendments are made to the project scope or description, each firm receiving this RFP will be notified via email, or another preferred contact method, to the primary contact. That contact will also receive responses to any questions posed to City staff from a potential responding firm.

CONTRACT EXTENSIONS

The design and implementation phases of this agreement will be for a period of 12 months with the option to extend for an additional 6 months. Extensions are subject to review by the City thirty (30) days prior to expiration of each additional extension.

ACCEPTANCE OF PROPOSAL CONTENTS

The contents of the proposal of the successful offerer will become contractual obligations, if a contract is executed. Failure of the successful firm to accept these obligations will result in cancellation of the award.

CITY RESPONSIBILITIES

The City of East Lansing will provide information as to the City's requirements for the project and make available pertinent information which may be useful in the project work.

The City will designate a person to act as the City's Project Manager with respect to the work to be performed. Such person will have the authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to elements pertinent to the project.

The City will examine all studies, reports, estimates, proposal, and other documents prepared by the firm and render in writing, if necessary, decisions pertinent thereto within a reasonable time.

The City will direct the consultant in writing to begin the work on each phase of the project upon receipt of written evidence from the firm of the appropriateness of such action.

The City will direct the firm in writing to furnish any special services, sub-consultants and/or extra work that may be required on the project upon receipt of written evidence from the firm detailing as to cost, time schedule, and reason for such special service or extra work.

CONTRACT PAYMENT SCHEDULE

Payment for a contract entered into as a result of this request will be made monthly upon receipt of the firm's billing invoice. The firm's billing invoice should include detailed information regarding person-hours expended by classification and by task, as well as information regarding such items as mileage, materials, and other non-overhead costs.

CITY OF EAST LANSING CONTRACT REQUIREMENTS

The following City of East Lansing Contract requirements will be included in the contract (some exclusions may apply):

Civil Rights Ordinance. Contractor agrees that it will comply with the City's Civil Rights Ordinance, Article II, Chapter 22 of the Code of the City of East Lansing, which in part requires that an employer not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment including benefit plan or system, or a matter directly or indirectly related to employment because of religion, race, color, national origin, age, sex, height, weight, marital status, sexual orientation, gender identity or expression, or student status, because of the use by an individual of adaptive devices or aids, or because of an arrest record when a conviction did not result, except as allowed under Section 22-33(b)(6) of Chapter 22. Further, for contracts in which the total contract price will be \$20,000.00 or more, the City's Civil Rights ordinance also prohibits discrimination on the basis of marital status, sexual orientation, or gender identity or expression by the Contractor failing to provide employment benefits for employees with domestic partners that it otherwise provides for the spouse of a married employee. An employer may apply to the City Human Relations Commission for an exemption on the basis that religion, national origin, age, sex, height, weight, marital status, sexual orientation, gender identity or expression, or student status is a bona fide occupational qualification reasonably necessary to the normal operation of the business or enterprise. These requirements of Article II, Chapter 22, shall be considered material terms of this Agreement, and breach of any of these requirements will be regarded as a material breach of this Agreement.

Independent Contractors. The parties agree that Contractor is an independent contractor as that term is commonly used and Contractor's employees are not and shall not be considered subcontractors or employees of the City and has no authority to bind the City in any manner. Contractor shall be solely responsible for the withholding and reporting of all federal, state, and local income and employment taxes. Contractor acknowledges that it is not insured in any manner through the City for any bodily injury, personal injury, or property loss whatsoever.

Limitation of Liability. Except for indemnification pursuant to this agreement, neither party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

Indemnity. Contractor shall, to the fullest extent permitted by law pursuant to MCL 691.991(2), defend, indemnify and hold harmless the City, and its elected and appointed officers, agents, servants, and employees from any and all claims, damages, losses, expenses, liability, judgment, or liens, including reasonable attorney fees and other costs of defense arising out of any acts, errors or omissions or the discharge, release or escape of contaminants or hazardous substances by Contractor or by anyone acting on their behalf under or in any matter connected with this agreement. Contractor's obligations to indemnify the City shall survive the expiration, non-renewal, or termination of this Agreement.

Liability Insurance. Contractor shall obtain and maintain in full force and effect during the entire term of this agreement a policy of comprehensive general liability insurance, including professional errors and omissions, with limits of liability of not less than \$1,000,000 and workers disability compensation insurance in compliance with Michigan's statutory limits, and shall provide a certificate of insurance to the City naming the City as a certificate holder, which certificate shall provide that the City shall receive at least 30 days prior written notice of cancellation or nonrenewal of such insurance.

Non-Assignment. The parties agree that there shall be no authority on the part of Contractor to subcontract, assign, or otherwise dispose of any portion of the services to be performed herein without the prior written approval of the City. In the event that the City approves a subcontract, assignment, or disposition, Contractor solely shall be responsible for managing, directing and paying the subcontractors or assignees, and the City shall have no obligations whatsoever toward said subcontractors or assignees. Consent to subcontract, assign, or otherwise dispose of any portion of this Agreement shall not be construed to relieve Contractor of any responsibility for the fulfillment of this Agreement.

Criminal Background Investigation Requirement

The City of East Lansing requires satisfactory completion of a criminal background investigation for all persons having access to City facilities under this Contract. The Contractor will be required to provide to the Owner a list of all employees and employees of Sub-Contractors who are proposed to be working under this Contract, within 10 days of award of Contract. This list shall include the full name and date of birth of each employee, any aliases of each employee including maiden names, and shall differentiate between employees proposed to have access to secure areas of City Hall and those who will work in other areas of City facilities. Secure areas of City Hall are those areas utilized for the administration of criminal justice and include: Dispatch, Jail, any portion of the Police Department, Probation Department, and Courts.

The City of East Lansing will investigate employees proposed to work under this Contract using the Michigan Internet Criminal History Access Tool (IChAT), the

Michigan Sexual Offenders Registry and the Michigan Corrections website. In addition, employees proposed to work under this Contract who will have access to secure areas of City Hall will also be subject to investigation thru the Law Enforcement Information Network (LEIN).

Any Contractor or employee of any Contractor, who have any felony convictions, misdemeanor convictions that involve crimes against persons, or drug offenses will not be allowed to work in any City of East Lansing facility. The City of East Lansing reserves the right to limit areas of access for individual employee, to prohibit certain employees work in City facilities under this Contract, or to otherwise limit or eliminate any employees access to any City facility or portion of City facility, based on the information collected, as the City deems to be in its best interest.

Prevailing Wage

For Contracts greater than \$20,000.00 involving construction and/or substantial remodeling of any building or part thereof, for the construction of sewer and/or water lines or parts thereof, for or on behalf of the City of East Lansing, all craftsmen, mechanics and laborers involved with such work and employed directly upon the site of the work, shall receive at least the prevailing wages and fringe benefits of the Building Trades Department for the corresponding classes of craftsmen, mechanics and laborers, as determined and published by the Davis-Bacon Division of the United States Department of labor for the Ingham County area. The foregoing provisions shall apply to all sub-contracts entered into by the Contractor. All Contractors and Sub-contractors engaged in the performance of service or work for the City of East Lansing to which the aforementioned provisions apply, shall, at the request of the City, furnish proof satisfactory to the City that the foregoing provisions are being fulfilled.

SPECIFIC PROJECT INFORMATION

INTRODUCTION TO PROJECT

The City of East Lansing is seeking an individual or consulting firm with demonstrated capacity to lead organizations through a cultural transformation process using the tools of anti-racism, anti-bias and diversity, equity and inclusion training to support the transformation and the development of structures to facilitate and maintain the change.

BACKGROUND INFORMATION

The City of East Lansing is a 13.6 square mile suburban community with twenty -five distinct neighborhoods, twenty-nine community and neighborhood parks, located adjacent to Michigan State University. As an organization, the City of East Lansing's 500 employees provide a host of programs and services to its approximately 50,000 residents. East Lansing operates under a council-manager form of government comprised of a city council and an appointed city manager. The five officials elected to serve on the East Lansing City Council are the policy-making and legislative body for the City government. These councilmembers are elected at large to serve four overlapping years. The mayor and mayor pro tem are elected as councilmembers and then appointed to the mayor and mayor pro tem positions by the sitting council.

The city manager is appointed by the East Lansing City Council and is responsible for the day-to-day operations and the City's \$70 million annual budget. In addition, key responsibilities include coordination and development of services and programs, supervision of all City departments and implementation of City Council's strategic policy decisions.

In June of 2020, City Manager George Lahanas issued the following statement regarding the national conversation on racial inequality:

“We categorically and unequivocally denounce racism, injustice and discrimination in all forms. We are committed to dismantling the systemic inequalities in City government and working with staff and the community to make East Lansing an inclusive, welcoming and affirming place to live, work, visit and do business. As the City of East Lansing, we pledge to:

- Listen to all staff and community members and address their concerns with empathy, compassion and respect.

- Facilitate open dialogue on matters of race, equity and inclusion for staff and the community.

- Create a full-time position for a Diversity, Equity & Inclusion administrator for the City of East Lansing who will focus on building relationships with the LGBTQIA+ community; immigrants; refugees; students; persons with disabilities; and Black, Indigenous and People of Color.

- Lead a full organizational cultural realignment that promotes diversity, equity and inclusion in recruitment, hiring and all policies as they relate to government operations.

- Host anti-bias and diversity training for the entire City of East Lansing workforce. Work with the Independent Police Oversight Commission to examine and evaluate police and policing practices in the City to ensure they align with the City's stated core values and make changes as necessitated by these findings.

Incorporate anti-racism and anti-discrimination as an ongoing strategic priority within the City organization.

Further, we pledge to advance diversity and inclusion in the workplace and with those doing business with the City of East Lansing. We will hold ourselves accountable for the humane, respectful and compassionate treatment of all persons."

It is within this framework that we are looking to build organizational and community capacity.

PURPOSE OF THE PROJECT

The City of East Lansing is seeking the services of a consultant with the demonstrated expertise and ability to guide the organization through a successful cultural realignment process that includes intensive anti-racism, anti-bias, diversity, equity and inclusion training for the entire City of East Lansing workforce. This training should include capacity building at all levels of the organization that would support and inform the redevelopment of systems, structures, policies and procedures.

The successful candidate will.

- Have a demonstrated ability to lead organizations through cultural change
- Have the capacity to support the organization's key leaders in development of a strategy to implement change.
- Provide training and capacity building for staff in the area of anti-racism, anti-bias and diversity, equity and inclusion.

INFORMATIONAL MEETING

A voluntary information meeting will be held via Zoom on Wednesday July 22. Upon request for attendance, a link will be furnished to the organization's contact.

ATTACHMENTS

None

CONTENTS OF PROPOSAL

As a minimum each proposal shall include the following items:

BUSINESS ORGANIZATION

State the full name and address of your organization, and if applicable, any branch offices or other subordinate elements that will perform or assist in performing the work. Indicate whether you operate as an individual, partnership, limited liability company or corporation. If a corporation or limited liability company, indicate the State in which you are incorporated. Provide proof or certification of license to operate in the State of Michigan. Also, please note if your organization is currently a registered local or regional vendor with the City of East Lansing.

APPLICABLE EXPERIENCE

Include a brief description of 3 projects of similar scope that your firm has completed in the last 5 years. Highlights from example studies, models, and other work products can be included.

APPROACH TO THE PROJECT

Describe in narrative form your technical plan for accomplishing the work. Explain the choice of methodology including its strengths and weaknesses. Provide a timeline indicating relevant points in your work plan.

PROJECT STAFFING

Identify the key professional personnel by skill and qualification that will be employed in the work and include their resumes. Indicate where these individual personnel will be physically located during the time they are engaged in the work.

AUTHORIZED NEGOTIATIONS

Include the names and telephone numbers of those persons in your organization authorized to negotiate the proposed contract with the City of East Lansing.

CUSTOMER REFERENCES

Include three customer references with contact names, phone number and e-mail address.

ADDITIONAL INFORMATION

The firm may also include any additional information and/or comments believed to be pertinent but not specifically requested elsewhere in the document.

SCOPE OF SERVICES

The following tasks are to be provided based on the City of East Lansing's initial concept of the project. These tasks may be completely modified in each of the individual firm's proposals to reflect their approach to the project.

- Support the development of tools and skills for staff to facilitate dialogues and outreach efforts that will engage community members, city council, boards, commissions and staff in the work of creating an inclusive and anti-racist organization and City.
- Make recommendations to actively engage the established DEI work group to support the organizational cultural realignment.
- Guide and facilitate the development of a shared organization strategy for diversity, equity and inclusion.
- Guide the development of structures, practices and procedures that allow the organization to monitor its policies, procedures and culture to ensure they align with stated goals on DEI.
- Perform a comprehensive diversity, equity and inclusion analyses of the organization that includes strengths and gaps with recommendations on how to encourage and improve diversity, equity and inclusion in all areas of the organization.
- Recommend best practices and strategies for operationalizing anti-racism and DEI best practices.
- Plan, develop and execute anti-racism, implicit bias, diversity, equity and inclusion education and training for the City of East Lansing leadership and workforce.
- Consult on the development of a long-term DEI plan that will ensure barriers and impediments to DEI continue to be identified and eliminated and that knowledge, skills and awareness by staff and internal stakeholders continue to grow. The DEI plan should include methods, monitoring and evaluation in the areas of staffing, policies, community engagement and ongoing staff education and training.
- Guide the development of a community statement and position on DEI through facilitated conversations and programs.
- Develop, execute and perform comprehensive equity, diversity and inclusion training for the entire City of East Lansing workforce, including East Lansing City Council.
- Develop City staff and City Council skills at adopting and operationalizing diversity, racial, and all other forms of equity in organizational decision making.

EVALUATION OF PROPOSALS

All proposals received shall be subject to an evaluation by representatives of the City. The following factors will be considered in making the final selection:

VERIFICATION

Will be based on the verifiable information provided about the firm, including but not limited to: entity name, principals, incorporation, licensing, and customer references.

UNDERSTANDING OF THE PROJECT/PROBLEM

Will be based upon the understanding exhibited by the firm in statements of work presented in the proposal.

METHOD OF APPROACH

Will be based upon the technical soundness of the firm's stated approach to the project, the comprehensiveness of the proposed work tasks, the techniques to be used and the products to be delivered.

EXPERIENCE

Will be based upon applicable experience of the firm and key team members with similar type projects within the recent past.

TIME & EFFORT

Will be based upon a review of the time-line for each task (presented in bar chart), designated decision points, the critical path, the total time necessary to accomplish the work, and the firm's acknowledgement of any critical deadlines. See Tentative Schedule on page 16.

ACCESSIBILITY

Will be based upon the ability of the firm to work closely with the City staff for the duration of the project.

PRICE/VALUE

The City of East Lansing reserves the right to negotiate a final project price and scope that provides the greatest value in regard to cost vs. services provided.

COST PROPOSAL

COST & PRICE ANALYSIS

The information requested in this section is required to support the reasonableness of your quotation. The proposal should include a cost breakdown for all services requested along with an overall monthly, if applicable, cost summary. This portion of the proposal must be submitted in a separate sealed envelope inside your submittal and clearly marked “RFP COST PROPOSAL”. The Cost Proposal Portion must include a task-by-task summary of costs and staff-hour distribution in a readable format and a task-by-task breakdown of costs in a format as described below:

ITEM	EST QTY	UNITS	UNIT PRICE	AMOUNT
TOTAL				

Acceptance: This proposal is accepted by the City of East Lansing.

City Manager, Date: _____

Approved As to Form:

City Attorney, Date: _____

Certified As to Sufficiency of Funds:

Chief Financial Officer, Date: _____

1. Manpower Costs: Itemize so as to show the following for each category of personnel with a different rate per hour:
 - Category, i.e. project manager, senior engineer, etc...

- Estimated hours
 - Rate per hour
 - Total cost for each category and for all staff needs
2. General and Administrative Burden or Overhead: Indicate percentage and total cost.
 3. Cost of Supplies and Materials: Itemize
 4. Other Direct Costs: Itemize
 5. Transportation Costs: Show travel costs and per diem separately
 6. Total Bid Price for the Project

LIST OF FIRMS RECEIVING RFP

Truth & Titus Collective
765 Upton Avenue
Springfield Michigan 49037

GARE- Government Alliance on Race Equity
<https://www.racialequityalliance.org/>

Healing Racism Institute
3809 S. Waverly Road
Lansing Michigan 48911

TENTATIVE SCHEDULE

July 16, 2020	Request for proposals
July 30, 2020	Bid Opening and selection
August 11, 2020	RFP awarded
August 24 2020	Project Implementation