

**CITY OF BURLINGTON
REQUEST FOR PROPOSALS**

Issued: September 17, 2020

Due: October 19, 2020 @ 10:00 am

I. PROJECT BACKGROUND

On June 29, 2020 the Burlington City Council adopted a *Resolution Relating to Racial Justice through Economic and Criminal Justice* that created a Joint Committee comprised of the City Council Public Safety Committee and the City's Police Commission to begin an inquiry into the question of how to build a healthy and safe community and what institutions we need to reach that goal. The resolution further directed that this inquiry includes a full operational and functional assessment of the Burlington Police Department with full community participation and input. The assessment is to include rigorous public process and input and involve local groups such as the Racial Justice Alliance, Howard Center, Boys and Girls Club, Anew Place, Spectrum Youth and Family Services and others.

The Joint Committee has met and now seeks a facilitator to structure public input and facilitate community discussion and the involvement of community organizations in this process.

II. SCOPE OF WORK

The selected consultant will be expected to complete assist the Joint Committee in 1) obtaining public input as to the needs, values, and vision of the community of Burlington, and 2) suggest the design of an ongoing program for obtaining public input into the operations of the police department.

The Joint Committee suggests a start-up virtual meeting with representatives of the organizations listed in Exhibit G covering what is going well and where there are gaps. Then, a series of feedback mechanisms geared toward individual community members may verify, alter, or add to this baseline. Finally, a second virtual meeting with the organizations to provide recommendations on solutions for the identified needs and gaps. The proposal may alter from this suggestion to fit the consultant's facilitation approach. However, the selected consultant will be expected to:

1. Design a plan to obtain public input about the needs, values, and vision of the community of Burlington on the question of how to build a healthy and safe community and what institutions we need to reach that goal;
2. Work with the committee to design appropriate feedback mechanisms, such as participatory workshops and survey materials;
3. Facilitate the collection of feedback from the community, including both the local groups listed in Exhibit G and other organizations identified by the Joint Committee as well as individual community members;

4. Record and report the feedback from the community, using consensus-based approaches where possible, for inclusion in the Committee's review and analysis; and
5. Draft a strategy or program for continuous effective community input into a methodical transition to a public safety apparatus that delivers services aligned with the values and vision of the community.

III. RESPONSE FORMAT

To be considered for this position the interested consultant's proposal should include the following:

1. A description of the consultant's general approach to facilitating meetings and ability to support discussions on sensitive or divisive subject matter;
2. A description of the consultant's experience obtaining public input, consulting with community and NGO leaders, administering public surveys, and assessing general public sentiment, and eliciting specific subjective evidence and anecdotal information;
3. A description of the consultant's experience facilitating meetings in a virtual environment and synthesizing the outputs in an accessible manner;
4. A description of the consultant's experience eliciting participation from historically underrepresented communities;
5. A description of how the consultant would aid the Joint Committee in encouraging community attendance at and participation in meetings;
6. At least three references who can positively attest to the consultant's above experience;
7. A detailed cost proposal.

IV. SUBMISSIONS

Proposals should be submitted in paper or electronic format to the Joint Committee by 10:00 am on Monday, October 19, 2020. Proposals should be submitted to:

Joint Committee
c/o Shannon Trammell
Burlington Police Department
1 North Avenue
Burlington, VT 05401

Or electronically to: strammell@bpdvt.org

V. EXHIBITS

- a. Exhibit A: Resolution
- b. Exhibit B: City of Burlington Draft Agreement
- c. Exhibit C: Burlington Standard Consultant Conditions

- d. Exhibit D: Burlington Livable Wage Ordinance Certification
- e. Exhibit E: Burlington Outsourcing Ordinance Certification
- f. Exhibit F: Burlington Union Deterrence Ordinance Certification
- g. Exhibit G: List of Non-Governmental Organizations

Bid documents include this main body of the request for proposals and all exhibits.

VI. CONTRACTING

The selected consultant must qualify as an independent contractor and prior to being awarded a contract, must 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.

Prior to beginning any work, the consultant shall obtain Insurance Coverage in accordance with the Burlington Consultant Conditions (Exhibit C to this RFP). The certificate of insurance coverage shall be documented on forms acceptable to the City.

If the award of the contract aggrieves any person or entity, 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.

VII. 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 to those in the Burlington Consultant Conditions (Attachment C) and the attached Draft Agreement.

VIII. LIMITATIONS OF LIABILITY

The City assumes no responsibility or liability for the response to this Request for Proposals.

IX. 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, including any requests for additional information or interviews. The City will not reimburse any person or entity for any costs incurred prior to the issuance of the contract.

X. 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 response.

XI. 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.

XII. 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.

XIII. DUTY TO INFORM CITY OF BID DOCUMENT ERRORS

If a bidder knows, suspects, or has reasonable cause to believe that an error or omission exists in any of the bid documents, including but not limited to unit prices and rate calculations, the bidder shall immediately give the City written notice thereof. Consultants shall not cause or permit any work to be conducted that may related to the error or omission without first receiving written acknowledgement from the City that City representatives understand the possible error or omission and have approved the requested modifications to the bid or contract documents or that the consultant may proceed without any modification being made to the bid or contract 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. 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;
- 2) A schedule for possible updates to the plan in advance of the start of work (see attached Draft Agreement); 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, will retain the right to inspect all work to ensure compliance with health and safety standards, and may at any time require the consultant to stop work because of the emergency.

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.