



City of Erie

Diversity, Equity, and Inclusion Practices Consultant Request for Proposal

February 1, 2021

#6504 – 2021

Respond no later than:

March 5, 2021

PROCEDURAL INQUIRIES

Michael Outlaw Sr.
Community Liaison
City of Erie
626 State St – Room 500
Erie, PA 16501
Phone: 814-870-1236
moutlaw@erie.pa.us

TECHNICAL INQUIRIES

Renée M. Lamis, Ph.D.
Chief of Staff to Mayor Joe Schember
City of Erie
626 State St – Room 500
Erie, PA 16501
Phone: 814-870-1206
rlamis@erie.pa.us

Data Sheet

Project

The City of Erie is inviting a qualified person, team, or consultant, to submit résumés and proposals to advance Diversity, Equity, and Inclusion within city government.

Issuing Agency

City of Erie
Office of the Mayor
Room 500
City of Erie Municipal Building
Erie, PA 16501

Contact Person

Michael Outlaw
Community Liaison
City of Erie Municipal Building
Room 500
626 State Street
Erie, PA 16501
(814) 870-1236

Response Due Date

Friday, March 5, 2021 @ 5:00 PM, Eastern Time

Submit Digital Proposals to:

moutlaw@erie.pa.us

Proposal Package:

Request for Proposal with the following attachment:
– Attachment A - Cost Proposal Sheet

Late Proposals

The City is not liable for non-receipt of proposals sent by ordinary mail. Late deliveries of Proposals will not be considered.

END OF SECTION

Introduction

The purpose of this Request for Proposal (RFP) is to establish a list of qualified, professional Diversity, Equity and Inclusions Consultants interested in contracting with the City of Erie to provide professional consulting, appraisal, and valuation services as set forth in the Scope of Services section of this RFP.

General Project Description

The City of Erie, under the leadership of Mayor Joe Schember, who took office in January 2018, has been forthright about its Mission to Build Opportunity, Restore Hope, and Transform Erie for all of our residents, because if it's not for all of us, then it's not for any of us.

Our Vision is that Erie is a Community of Choice. We celebrate our:

- Rich Cultural Diversity
- Welcoming, Vibrant Neighborhoods
- World-class Downtown and Bayfront
- Excellent Education for Everyone
- Abundance of Family-Sustaining Jobs

Everything we do is based on this Mission and Vision. Every decision is based on transforming Erie into the community described in the Vision.

In January 2020, we released “Activating Our Vision”, which is a plan outlining our goals, strategies, and key performance indicators and have been working with intention on accomplishing our goals. This can be accessed at <https://cityof.erie.pa.us/2020/01/09/activating-the-vision/>.

We realize that in order to make this a reality, we need to ensure that all residents feel valued and celebrate for the unique skills, talents, and perspectives that each of us possesses. We have set goals to:

- Transform City of Erie government so that it more closely resembles the community
- Foster diversity, equity, and inclusion on our authorities, boards, and commissions
- Review and revise our policies, processes, protocols, programs, and initiatives
- Achieve Certified Welcoming Status
- Attain 100 points on the Municipal Equality Index

We have created councils to help advise us on policies related to LGBTQ+, New American, Hispanic American, African American, Disability, Clergy, and Business issues, and we have begun implementing some new practices and initiatives.

We are looking to utilize a consultant with extensive experience in helping governments to successfully promote diversity, equity, and inclusion within City/municipal operations. The consultant will work with department heads and key staff to analyze existing systems, policies, programs, and processes within the City of Erie Government operations relative to DEI.

We will be working in tandem with our advisory councils, key community stakeholders, and community leaders to guide the process and share input. Specifically, we are working closely with the Mayor's Better Together Council which is seeking a DEI consultant to review successful external community-led initiatives that may be developed to examine racial equity/justice matters relative to County-wide issues. This consultant will examine optimum policy reforms among economic development, workforce development, community and neighborhood development, education, housing, employment, health and health care, transportation, planning and zoning, land use, food access, environment, and the criminal justice system. We see the City's consultant working collaboratively with the consultant employed by the Better Together Council. Working together, we hope to affect change that will benefit all residents.

This engagement will reflect Government Leadership and Equitable Access standards set by Welcoming America <https://www.welcomingamerica.org/programs/certification>, as well as initiatives and policies outlined in the Human Rights Campaign's Municipal Equality Index <https://www.hrc.org/resources/standards-for-credit-on-the-mei>.

In addition to the Mayor's staff, the consultant will also work with the City Controller, Code Enforcement, Finance, Human Resources, Public Safety (Fire & Police), Public Works, the Solicitor's Office, Traffic Engineering, Economic and Community Development, Planning and Neighborhood Resources, New American Liaison, and Community Liaison.

We anticipate a final plan that will include:

1. An outline of the methodology, the engagement process, subjective judgments, and a list of key stakeholders and community leaders who provided input;
2. An analysis of the current system, processes, policies, programs, and initiatives relative to City operations;
3. Recommendations for policy development to foster DEI;
4. Actionable recommendations for projects, programs, and initiatives with measurable outcomes that can be implemented to foster diversity, equity, and inclusion within the City of Erie government operations;

5. Best practices used in other communities that show evidence of success.

This document is a Request for Proposal. It differs from a Request for Bid/Quotation in that the City is seeking a qualified consultant with the best technical approach to the overall project as described in the following pages, not a bid/quotation meeting firm specifications for the lowest price. As such, the lowest priced proposed will not necessarily guarantee an award recommendation.

Competitive sealed proposals will be evaluated based on the quality of the proposal, references, availability, capability, compatibility, and price. The Consultant shall demonstrate the ability to perform in this type of business, clearly articulate achievable plans for operation, and document compliance with appropriate laws and regulations. The selected Consultant will be required to enter into a written agreement with the City.

Project Scope

Task 1: Project Kick-Off and Initiation

The consultant will begin the project with an agreement to finalize the work plan and schedule for project development through completion to ensure there is a clear understanding of the City's objectives for the concluding report and review the information needed. The consultant will provide the City with an information request that lists the information needed to complete the study.

Task 2: Department Assessment

The consultant will assess the following in the City of Erie government operations, with the goal of advancing Diversity, Equity, and Inclusion across the following city-based frameworks:

1. Structural: overall City Government operations as well as inter-departmental communication.
2. Departmental: City Controller, Code Enforcement, Economic and Community Development, Finance, Human Resources, Planning and Neighborhood Resources, Public Safety (Fire & Police), Public Works, Solicitor, and Traffic Engineering.
3. Interpersonal: interpersonal relationships amongst colleagues, including but not limited to, implicit biases.
4. Individual: person-based knowledge of diversity, equity, and inclusion.

Task 3: Analyze Policies and Systems

The consultant will analyze both city government and department-focused operations policies and initiatives, beginning with the Human Resources department on both internal and external affairs, with a focus on diversity, equity, and inclusion. The consultant will also examine the roles and actions of city-officials including but not limited to activities and involvement in the community. The consultant will include in their plan, recommendations that will ensure City government activities align with community and diversity, equity, and inclusion goals.

Task 4: Draft Report

The consultant will regularly provide drafts of chapters to the Steering Committee for an opportunity to provide comments, direction, or insight or to propose changes. Upon completion of the final draft of the plan, consultant shall provide a draft version of the plan to the steering committee for review. The consultant will incorporate any feedback received from the City into the report prior to issuing the city a final report. At the conclusion of the project, the consultant will provide the City with a final version of the valuation models.

The report should address areas of concern, recommendations for improvement, and next steps; all of which must be consistent with city and community goals.

The consultant will also provide the City of Erie with resources that employees can utilize once the consultant's contract expires.

Deliverables:

1. Electronic versions of the draft results
2. Draft versions of the presentation used to summarize key findings and recommendations
3. Attendance as needed at meetings to present the preliminary/draft results of the study

Task 5: Final Report, Plan, and Presentation

The consultant will prepare a written report and plan to summarize the results of their analysis and provide recommendations. In general, the report should include, but not be limited to, the following sections:

1. Scope of Study;
2. Assumptions and Limiting Conditions;
3. Description of the current City Controller, Code Enforcement, Economic and Community Development, Finance, Human Resources, Planning and

Neighborhood Resources, Public Safety (Fire & Police), Public Works, Solicitor, and Traffic Engineering structural, institutional, interpersonal, and individual, systems in regard to the policies and regulations on diversity, equity, and inclusion in city government operations;

4. Suggestions for improvement on policies, practices, investments, plans, procedures, as a means to increase diversity, equity, and inclusion within City Government; model policies for all recommendations should be included in the final report;
5. Other Considerations;
6. Conclusions and Next Steps.

Deliverables:

1. Electronic versions of the final reports, including summarized key findings and recommendations;
2. The consultant will also attend in-person meetings with City staff and/or Erie City Council, Stakeholders, and Steering Committee to present the results of the study along with best practices for Diversity, Equity, and Inclusion and recommendations for updates on policies and practices in City departments. This information will be summarized in an easy to understand format along with handouts as needed.

END OF SECTION

Proposal Evaluation Criteria

The City will evaluate each Consultant's proposal to determine the responsiveness of each proposal to the specific requirements. The evaluation process will address the suitability of the proposal with respect to the elements of the proposals, as well as other elements determined to be in the best interests of the City.

The Consultant will be selected based on, but not limited to, the following criteria:

1. Experience of the Consultant and the staff assigned
2. Demonstrated knowledge of public agencies
3. Location of firm and availability of staff assigned to the City
4. Quality of references
5. Proposed costs
6. Content and form of written proposal
7. Timeline for completion of work
8. The budget for each task along with an accompanying narrative
9. Interview (if any)
10. Demonstrated ability to complete the Scope of Service and Task within the time proposed

END OF SECTION

Cost Proposal

The Cost Proposal (Attachment A) shall identify a schedule of the proposed hourly billing rates for all members of the Consulting Team, a detailed outline of the approximate hours, labor costs, and expenses for each Task in the Project and a not-to-exceed budget for any reimbursable expenses. **The Consultant may include, on a separate page, a list of services they feel should be included in the project, not currently listed, along with the reason for such.** The Consultant will invoice the City of Erie in accordance with the process set forth in the executed Contract.

Future Consulting Services

Please provide a summary of future consulting services that would be available to the City of Erie, including follow up consultation services completed remotely, to be billed on an hourly basis, review of policy, and diversity, equity, and inclusion trainings.

These possible services shall be separate to this project.

Payment for the Continuing Consulting Service portion of the Project shall be on an hourly basis. Please provide a billing rate for this service.

As noted above, if the Consultant anticipates services not specifically identified in the RFP which, in its opinion, will be required for the Selected Consultant to complete the project, such additional services shall be noted in the Cost Proposal, with an explanation of the services, a justification as to why the services may be required, and a proposal for the cost of such services.

END OF SECTION

Proposal Requirements/Format

1. An electronic file (via email) of the proposal must be submitted to moutlaw@erie.pa.us by Friday, March 5, 2021 @ 5:00 PM, Eastern Time.
2. Proposals must be accompanied by a cover letter.
3. Responses to this request must contain:
 - a. Qualifications of Personnel Assigned to the Engagement
 - b. References
 - c. Proposal Narrative Detailing Strategy for Accomplishing Scope of Work
 - d. Schedule of Tasks to be Performed
 - e. Timeline for Completion of Project
 - f. Compensation Schedule and Budget
 - g. Budget Narrative
4. The City reserves the right to negotiate with any consultant necessary to serve the best interests of the City and negotiate the final contract with the most responsive, responsible consultant with the most thorough understanding of the parties involved.
5. All proposals shall become the property of the City.
6. There will be no public opening of the proposals. Prices and other proposal information will not be made public until the proposal is awarded.
7. After the proposal due date, the evaluation will commence.
8. The City may require Consultants to make demonstrations or provide site visits at any time.
9. If a contract is awarded, it will be to the responsible Consultant whose proposal is deemed to be in the best interests of the City and whose proposal best meets the requirements of the bid request.
10. All Consultants must submit information that indicates specific qualifications to complete the work done as defined herein, including a list of clients for whom similar work has been prepared in the past five years.

END OF SECTION

General Provisions and Contract Requirements

The following information should help to clarify any questions regarding the general project requirements:

A. EQUAL EMPLOYMENT OPPORTUNITY / MBE & WBE

In connection with this project, the Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other compensation, and selection for training, including apprenticeship. It is the policy of the City to promote the opportunity for full participation by minority and women's business enterprises (MBE/WBE) in all programs.

B. ELIGIBLE CONSULTANT

The Consultant certifies that it has not been suspended or debarred from bidding on projects by any jurisdiction. The Consultant certifies that it is not in any conflict due to interests with the City of Erie.

C. PROHIBITED INTERESTS

No member, officer, or employee of the City of Erie or other public body in the locality shall have any interest, direct or indirect, in this contract or proceeds thereof either during his tenure or for one year thereafter.

D. NON-COLLUSION

The Consultant guarantees that the proposal submitted is not a product of collusion with any other Company and no effort has been made to fix the proposal price of any Company or to fix any overhead, profit or cost element of any proposal price.

E. COVENANT AGAINST GRATUITIES

If awarded the Contract, the Consultant shall warrant that he or she has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any official or employee of the City of Erie with a view toward securing favorable treatment in awarding, amending or evaluating performance of the Contract.

F. PROPOSAL ACCEPTANCE

Each proposal shall be submitted with the understanding that written acceptance by the City of Erie of the offer to furnish the services described therein, shall constitute a Contract between the Consultant and the City of Erie. The Contract shall bind the

Consultant to furnish and deliver the proposed services, at his proposal prices, and in accordance with conditions of said accepted proposal and specifications. All proposals will be firm for ninety (90) days from date of Proposal submittal prior to receiving a Notice of Award from the City. The City of Erie will issue a Notice of Award and prepare the formal Contract Agreement and include the Consultant's proposal. The Contract Agreement between the City of Erie and the successful company shall be executed within ten (10) days of Notice of Award.

G. PROPOSAL OWNERSHIP

All proposals, including attachments, supplementary materials, addenda, etc. shall become the property of the City of Erie and will not be returned to the sender.

H. PROPOSAL AWARD

The City of Erie reserves the right to accept any proposal, or to reject any or all proposals, or to award the contract for the purchase of the services on such basis as the City of Erie deems to be in its best interest.

I. INDEMNIFICATION / LIABILITY

The Consultant shall indemnify, defend and hold harmless, the City of Erie and its employees from any and all claims, demands, suits, actions, costs and expenses therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied by the Consultant to the City of Erie under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

1. The City of Erie shall not be liable to the Consultant for any payroll taxes, including federal, state and local taxes for its employees. The employees of the Consultant shall not be treated as an employee with respect to this contract for services performed for federal or state tax purposes. The Consultant shall be responsible for paying all taxes as mandated by law.
2. The City of Erie shall not provide nor shall the Consultant's employees participate in any employer benefit of the City of Erie, including pension, health or other fringe benefits.

The City of Erie shall not obtain worker's compensation insurance on behalf of the employees of the Consultant who provide service to the City of Erie. The Consultant shall comply with the worker's compensation law concerning its business and its employees.

J. TERMINATION OF CONTRACT

The City of Erie, by written notice to the Consultant, may terminate the Contract if the Consultant has been found to fail to perform his services in a manner satisfactory to the City of Erie as per specifications, including delivery as specified. The date of termination shall be stated in the notice. The City of Erie shall be the sole judge of non-performance. The City of Erie may cancel the Contract upon 30 days written notice for cause or reasons other than cause.

K. SUBCONTRACTING

It is expected that the inspectors assigned to the project team shall be responsible for completing all work tasks. Subcontracting must be detailed in the Consultant's original work program. Additional subcontracting shall be done only upon approval by the City of Erie in accordance with the provisions of the Contract Agreement.

L. CONTRACT PREPARATION/NOTICE TO PROCEED

1. The City of Erie shall prepare a written Agreement for execution between the Consultant and the City of Erie. The general provisions of this RFP, the company's proposal, the Scope of Services, and any additional services offered by the company shall be made a part of the Agreement.
2. The Consultant shall have authorization to proceed upon acceptance, execution and return of the Agreement and issuance of the Notice to Proceed.

M. COMPLIANCE WITH LAWS

The Consultant shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, city and other local government agencies, which may in any manner affect the preparation of proposals or the performance of the contract.

N. EXAMINATION BY CONSULTANT

The Consultant shall, before submitting the proposal, carefully examine the Request for Proposal and all available materials related to the program. Once the Proposal is accepted, the Company will be responsible for all errors in the proposal resulting from failure or neglect to comply with these instructions. The City of Erie will, in no case, be responsible for any change in anticipated profits resulting from that failure or neglect.

O. INTERPRETATION OF PROPOSAL/CONTRACT

1. The City of Erie will not furnish oral interpretations of the Proposal Documents. If a prospective Consultant desires an interpretation, that company should request the interpretation in writing. Any inquiry received five (5) or more days before the date fixed for opening of bids will be considered.

2. Every revision will be in the form of a written addendum to the Contract Documents and, when issued will be on file in the Purchasing Office for the City of Erie at least five (5) days before bids are opened. Although each addendum will be mailed to each person holding Contract Documents, it shall be the Consultant's responsibility to inquire if addenda have been issued. All that addenda shall become part of the Contract and attached to it and all Consultants shall be bound by such addenda.

P. IRREGULARITIES AND CHANGES

1. The City of Erie reserves the right to waive irregularities and informalities in proposals, and to interpret ambiguities, and decide inconsistencies that may appear in any proposal, when in the opinion of the City of Erie the public interest will best be served by such waiver.
2. It is the intention to award the contract or contracts to the single Consultant that best meets the requirements of the City of Erie. The City of Erie reserves the right to reject all proposals or to accept any proposal or part of it that in its judgment will be in the best interest of the public.
3. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids not called for, or which are irregular in any way, or proposals otherwise regular, may be rejected as informal or insufficient.

Q. LAWS AND REGULATIONS

The Consultant's attention is directed to the fact all applicable federal, state and municipal laws, ordinances, rules and regulations, and codes of all authorities having jurisdiction over the work in the locality of the project shall apply to the contract throughout and they are deemed to be included here as if written out in full.

R. INSURANCE REQUIREMENTS

Consultant's General Public Liability and Property Damage Insurance including vehicle coverage issued to the Consultant and protecting him from all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract Documents, whether such operations be by himself or by any sub-consultant under him, or anyone directly or indirectly employed by the Consultant or by a sub-consultant under him. Insurance shall be written with a limit of liability not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$2,000,000 for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less

than \$2,000,000 for any such damage sustained by two or more persons in any one accident.

S. PAYMENT TO THE CONSULTANT

The Consultant shall submit billings on a monthly basis for payment, which shall be reviewed by the Community Liaison, office of the Mayor, and shall be paid upon approval within 30 days of billing.

T. TERM

The term of this contract shall commence upon issuance of Notice to Proceed and shall end upon completion of the work.

END OF SECTION

ATTACHMENT A

COST PROPOSAL FORM

| Task | Task Not-to-Exceed Fee |
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| Other Personnel Hourly Rates | |
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| Title | Hourly Rate |
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Total Overall Project Not-to-Exceed Fee: \$ _____

| Consulting Team Hourly Rates | |
|------------------------------|-------------|
| Name | Hourly Rate |
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END OF RFP