

MUSKEGON



West Michigan's Shoreline City
www.shorelinecity.com
CITY OF MUSKEGON

REQUEST FOR PROPOSALS

PROJECT NAME: City of Muskegon
Diversity, Equity, and Inclusion Audit

DATE OF ISSUANCE: October 11, 2023

DATE PROPOSAL DUE: November 14, 2023

ISSUING OFFICE: City of Muskegon
City Manager's Office
c/o – LeighAnn Mikesell
933 Terrace Street
Muskegon, MI 49440
Tel. (231) 724-6724

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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 LeighAnn Mikesell at the City of Muskegon via (231) 724-6724 or via E-mail at leighann.mikesell@shorelinecity.com.

PROPOSAL & AWARD

The undersigned having become thoroughly familiar with and understanding of all the 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 Muskegon.

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. _____

E-Mail _____

Fax No. _____

INSTRUCTIONS TO CONSULTANTS

PROPOSALS

All proposals must be submitted following the proposal format supplied by the City of Muskegon 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 documents, and at its option may reject the same.

Each consultant will include in their proposal a listing of any proposed sub-consultant/contractor.

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

SUBMITTAL OF PROPOSALS

Three (3) hard copies and one digital copy of the proposal documents shall be submitted in a sealed envelope to:

City of Muskegon
Clerk's Office
RE: Diversity, Equity and Inclusion Audit
933 Terrace Street
Muskegon, MI 49440

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

The proposals shall be submitted no later than 2:00 PM, November 14, 2023 at which time all proposals will be opened, and names of consultants read aloud.

AWARD / REJECTION OF PROPOSALS

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 proposer to whom the award is made will be notified at the earliest possible date. All consultants submitting proposals will be notified when the award is made.

Award will not be completed until confirmed and recommended by the City Commission.

CITY RESPONSIBILITIES

The City of Muskegon 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 consultant 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 consultant 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.

The City will provide a list of employees and associated contact information for providing input on current policy implementation.

SPECIFIC PROJECT INFORMATION

INTRODUCTION TO PROJECT & BACKGROUND INFORMATION

The City of Muskegon joined the Government Alliance on Race and Equity (GARE), a national network of government working to achieve racial equity and advance opportunities for all. We know that racial inequities exist across all indicators for success, and we know that government played a central role in the creation and maintenance of racial inequity. GARE was developed to help governments be intentional, to strategically intervene with the goal of transforming our society. The city established a cross functional Core Team responsible for designing, coordinating, and organizing racial equity plans and activities. This Core Team is the city's engine for change.

The Core Team drafted the city's Equity Vision Statement: Muskegon is an ethnically diverse city where we embrace differences and value relationships, access to city services and programs is universal, and people are engaged in community building. The diversity of our community is reflected in city businesses, events, boards, commissions and staff. The team reviewed the results of an all-employee survey which was implemented to assess the knowledge, skills, and experiences of the city's employees related to race and equity. This survey established a baseline from which to track our progress over time.

Next, the Core Team participated in visioning exercises to help establish goals related to diversity, equity, and inclusion. Team members considered desired outcomes for our community and what an equitable community looks like. With a vision set, the team reviewed the process outlined by GARE for getting to equity: starting at the end, relying on data to make decisions, measuring community indicators and trends, understanding what can influence data trends toward racial equity, defining our plan for action, and partnering with other agencies.

The team sees our next step toward making change as reviewing our current policies, programs, and practices to understand where change is needed.

SCOPE OF SERVICES

The city is seeking proposals from prospective consultants who can audit the city's policies, programs, and practices for their impact on equity. City employees can be contacted through the audit process to better understand how policies are implemented.

As a local government, the City of Muskegon has a number of policies that govern various aspects of the city's work. Policies cover topics from internal functions to how city property can be used and sold, how the public can participate in meetings, how the city can receive donations to setting rules for residential services. Human resources functions are governed by Civil Service Rules and Regulations. In addition, the city is responsible for administering grant programs funded by other governmental units and private companies. Each of these grant programs has a set of policies and procedures that must be followed. Many of the city's written policies have not been updated in many years.

It is expected that 100 policies will require review.

Deliverables

Report assessing the current state of the city's policies related to diversity, equity, and inclusion

Recommendations for modifications to existing polices

Recommendations for new policies, programs, and/or practices that will further our efforts to reach our equity vision.

Guidelines for producing policies, programs, and practices that are equitable.

The City anticipates there will be a need for in person meetings on this project as follows;

- Kickoff Meeting
 - Meet with the Core Team to discuss the project
 - Review sample of policies
 - Establish schedule for review and follow up
- Progress Meetings – frequency to be determined
 - Discuss analysis completed to date
 - Make any necessary revisions to the schedule
- Post Review Meeting
 - Discuss trends found during analysis of policies
 - Determine items needed in the report
- Preliminary report review meeting with Core Team
 - Refine plans based on feedback from the City so as to develop a finalized report.
- Final report review meeting with Core Team
 - Discuss any remaining questions and comments prior to the delivery of the report to the City Commission.

Work shall include furnishing all labor, equipment, and tools required for assessment and audit services.

Subconsultants, if any, shall be approved by the Project Manager prior to acceptance on this proposal and shall be bound by these specifications. It is the responsibility and duty of the consultant to verify that the subconsultant meets all conditions. The consultant shall furnish any subconsultant's proof of insurance meeting city requirements.

The City Commission reserves the right to reject any or all proposals, waive irregularities in any proposal and make award in any manner deemed in the best interests of the City.

CONTENTS OF PROPOSAL SUBMITTAL

At a minimum, each proposal shall include the following items:

1. Completed and signed Proposal & Award page
2. Summary of experience doing similar work along with references
3. Qualifications of personnel including any subconsultants completing work on the project
4. Narrative of understanding of this service including a proposed timeline, relate understanding to past experience
5. Listing of any identified subconsultants
6. Cost for services – one copy in separate envelope

EVALUATION

The Core Team will review the submitted proposals and make a recommendation to the City Commission for award based on the current purchasing policies of the City.

The following points will be used as scoring criteria of the proposals submitted; (40) Qualifications of team, (30) Understanding of service, (20) Relevant experience, (10) Cost for services.

SCHEDULE FOR AWARD

Issue RFPOctober 11, 2023

Proposal Due DateNovember 14, 2023 (2:00 PM)

City Commission Consideration of BidsDecember 12, 2023

Contract Work PeriodDecember 12, 2023 – TBD

INSURANCE REQUIRMENTS

The Consultant will be required to comply with the following insurance and indemnity requirements BEFORE ANY AGREEMENTS CAN BE EXECUTED:

- a. **Hold Harmless Agreements:** To the fullest extent permitted by law, Consultant agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including any costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers, or others working on behalf of the City, by reason of personal injury, including bodily injury and death, property damage, including loss of use thereof, and/or the effects of or release of toxic and/or hazardous material which arises out of or is in any way connected or associated with this contract. The obligation to defend and hold harmless extends to Consultant's employees, agents, subconsultants, assigns and successors.
- b. **Consultant Insurance Requirements:** Consultant shall not commence work under this contract until obtaining the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and Best Rated A VIII. All coverage shall be with insurance carriers acceptable to the City.
- c. **Workers' Compensation Insurance:** The Consultant shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employer's Liability coverage, in accordance with all applicable Statutes of the State of Michigan.
- d. **General Liability Insurance:** The Consultant shall procure and maintain during the life of this contract, commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$500,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability; (b) Products and Completed Operations; (c) Independent Contractor's Coverage; (d) Broad Form General Liability Extensions or equivalent.
- e. **Motor Vehicle Liability:** The Consultant shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan no-fault coverage, with limits of liability of not less than \$500,000 per occurrence or combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

- f. Professional Liability Insurance: The Consultant shall procure and maintain during the life of this contract and during the performance of all services Professional Liability Insurance covering all performances from the beginning of the consultant's services on a "claims made basis" and shall maintain coverage from commencement of this contract until six (6) months following completion of the consultant's work with limits of liability not less than \$500,000 per claim.
- g. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insured": The CITY OF MUSKEGON, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.
- h. Cancellation Notice: Workers' Compensation Insurance, General Liability Insurance, Motor Vehicle Liability Insurance, and Professional Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) Days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to: CITY OF MUSKEGON MANAGER'S OFFICE.
- i. Proof of Insurance Coverage: The Consultant shall provide the City at the time the contracts are returned by them for execution, certificates and policies as listed below:
 - 1. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance
 - 2. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance
 - 3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance
 - 4. Two (2) copies of Certificate of Insurance for Professional Liability Insurance
 - 5. If so requested, certified copies of all policies mentioned above will be furnished.

If any of the above coverage expires during the term of this contract, the Consultant shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to the expiration date.