

TOWN OF WINDSOR
REQUEST FOR PROPOSAL
DIVERSITY EQUITY AND INCLUSION TRAINING

1. INTENT AND GENERAL INFORMATION

The Town of Windsor, (“Town”) is seeking proposals from qualified firms to provide diversity, equity and inclusion (DEI) training. The purpose of this training is to foster an inclusive and equitable environment in accordance with the Scope of Work specified in this Request for Proposals (RFP). The training will be in alignment with the goals of the town’s resolution on systemic racism as a public health issue. This resolution is included in Appendix A of this document. An award will be made to the firm that demonstrates experience and expertise in designing and conducting the training, proposes reasonable fees, and meets the requirements of this RFP.

The Town of Windsor, located in Hartford County, Connecticut, is a vibrant, diverse community of approximately 30,000 citizens that combines small-town New England character and charm with extensive office, commercial and manufacturing activity. The Town is located immediately north of the City of Hartford and is an equal distance from New York and Boston, with easy access to major highways and transportation hubs including Bradley International Airport. Residents have a choice of quality public and private schools, a safe environment and a wide range of retail and cultural amenities. The Town employs approximately 185 full-time employees and about 100 part-time and seasonal employees.

More information about the town and the array of services provided can be found at <http://www.townofwindsorct.com>

2. SUBMISSION, DEADLINE & QUESTIONS

All proposals shall be submitted in electronic document (PDF) format to Amelia Bliss, Director of Human Resources, at the following email address: bliss@townofwindsorct.com. The email subject line should be clearly marked with the words “RFP Diversity Equity and Inclusion training”. The Town of Windsor takes no responsibility for emails that are undeliverable or delayed and it is the responsibility of the submitter to get email confirmation.

All Proposals must be received by 4:00 p.m. EST Friday, October 9, 2020. Proposals received after that time will not be considered.

All proposals will be recorded as received. There will be no public reading of proposals or viewing of proposals.

Questions about the Scope of Services or the RFP may be directed to Amelia Bliss, Human Resources Director, Phone 860-285-1850 or bliss@townofwindsorct.com. All information given by the Town of Windsor, except by this RFP, and written addenda (if necessary), shall be informal and shall not be binding upon the Town of Windsor.

All Proposals shall remain firm and cannot be withdrawn for a period of 90 days after receipt.

3. QUALIFICATIONS

Eligible consultants must have and demonstrate the following qualifications:

- A. The awarded firm shall have relevant experience providing DEI training to organizations of similar size and scope (approximately 300 full and part-time employees) with similar public sector considerations.
- B. Experience developing and conducting training and presentations on DEI for different stakeholders including elected officials, managers and employees.
- C. Ability to provide examples of previous DEI trainings that have been successfully developed, implemented and maintained in comparable organizations of size and scope.
- D. Staff, managerial, and fiscal resources to complete all elements of the project in accordance with the required timeline.
- E. Experience, aptitude and strategies for developing and implementing cost-effective and impactful training and methods to evaluate its efficacy.

4. SCOPE OF SERVICES

The Consultant will be expected to provide training related to DEI. Overall we want a customized plan suitable for the Town of Windsor's needs, desired outcomes and best practices.

The awarded firm will be expected to work closely with the town's stakeholders and provide the following:

- A. Design and conduct training on DEI for staff, senior leaders, and elected officials
- B. Increase understanding of individual, institutional, and structural discrimination, and how all levels of discrimination impact social conditions
- C. The training should specifically address:
 - 1. Systemic Racism – what is it and how to recognize it
 - 2. Implicit/Unconscious Bias – how it shows up and how to recognize it
 - 3. How to Start to Undo Bias
 - 4. Micro-aggressions – how to recognize them and how to respond when encountering them
 - 5. Cultural Awareness & Inclusion
- D. Create a DEI training toolkit and train staff on how to facilitate dialogue on DEI
- E. Educate leaders about their responsibilities to promote DEI and prepare them to hold courageous conversations across lines of difference and share best practices with their teams.
- F. Create an evaluation plan to measure the efficacy of training and progress of the inclusiveness initiative

5. TERM OF CONTRACT AND PRELIMINARY SCHEDULE

The Town is seeking to have the scope of services completed by January 15, 2021.

The term of the contract to perform these consulting services will be as negotiated between the Town of Windsor and the selected Consultant.

The preferred project schedule is show below:

September 21, 2020	RFP release date
October 9, 2020	RFP closing date
October 23, 2020	Interviews with selected respondents completed
November 6, 2020	Contract Awarded
November 26, 2020	Draft recommendations and training proposal complete and accepted by the town.
January 15, 2020	Project complete

6. CONTRACT MANAGEMENT

The Town of Windsor reserves the right to select any or all of the proposals submitted. The Town of Windsor reserves the right to negotiate the cost of this proposal and to award the work to a Consultant other than the Consultant with the lowest cost, and make an award that is in the best interest of the Town.

The Town of Windsor may elect to meet with any, all, or none of the Consultants prior to selection to clarify their proposal.

The selected Consultant will assign one qualified individual who will be the Consultant's project manager responsible for directing and coordinating the activities of the Consultant's personnel and any subcontractors in all aspects of the project.

7. PROPOSAL CONTENT

The proposals shall include:

I. Experience, Expertise and Capabilities

- A. Information about the Consultant. The name, location, mailing address, telephone number, email address, FEIN and other pertinent information for the Consultant. The proposal must also identify and provide contact information for the individual with authority to negotiate and contractually bind the Consultant and for those who may be contacted for the purpose of clarifying the information provided in the proposal.
- B. Philosophy Statement. A statement of the Consultant's philosophy and approach in undertaking consulting services of the nature outlined in the RFP.
- C. Summary of Relevant Experience and Ability.
 - i. *Experience.* Details on the firm's experience with other municipalities and similar projects.
 - ii. *Personnel Listing.* A complete listing of the staff identified in the work plan by position, their roles, responsibilities, and estimated percentage of time they will be committing to the project, along with their resumes. Each resume shall include the individual's relevant qualifications and

experience. The project manager must be clearly identified and include information that reflects a track record of successful project management for similar engagements during the past five years. All sub-consultants must be identified including their roles, responsibilities, and estimated time they will be committing to the project.

- iii. *References.* Identify and provide a brief summary of work completed in the last five years for at least five organizations and projects that are similar in size and complexity. In addition, provide the name, title, address and telephone number of a contact person from each organization for whom these comparable services were provided, and provide name of Consultant staff who was responsible for working with those entities.

II. Project Approach

- A. Work Plan. Outline the anticipated approach, methodology and strategies to be used, name of staff performing the tasks and hours required to complete the scope of services in this RFP. Include a preliminary project calendar based on information in Section 5. Include approach to be used to ensure effective communication with town staff.
- B. Services Expected of the Town. Identify the nature and scope of the services and information to be provided by the Town.
- C. A Letter of Transmittal. Include a statement accepting all terms and conditions and requirements contained in this RFP and the agreement that shall be negotiated.

III. Price

- A. Cost Proposal. A cost proposal addressing the elements of the work to be performed shall be submitted and should include a “not to exceed” price. This proposal shall be in sufficient detail to include the task and number of hours required and a total price for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. The Consultant shall indicate any and all costs that are considered necessary for the completion of the project. The Town shall use this figure as a basis for a negotiated agreement resulting from this RFP.

IV. Additional Data

- A. Any additional information that the Consultant wishes to bring to the attention of the Town that is relevant to this RFP.
- B. All proposals must be signed by the Consultant’s authorized official or the proposal will not be accepted.
- C. The Town of Windsor will not be liable for costs incurred in the preparation of the response to this RFP or in connection with any presentation before a selection committee(s).

8. CONDITIONS

All consultants must adhere to the following conditions:

- A. All proposals in response to this RFP are to be the sole property of the Town. Consultants are encouraged not to include in their proposals any information that is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy, and all rules, regulations and interpretations resulting from those laws.
- B. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the Town.
- C. The Town may amend the terms or cancel this RFP any time prior to the execution of a contract for these services if the Town deems it to be necessary, appropriate or otherwise in the best interests of the Town. It is the Consultant's responsibility to monitor the Town's website for amendments. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At its option, the Town may provide all Consultants with a limited opportunity to remedy any technical deficiencies identified by the Town as a result of their initial review of proposals.
- D. Any additions, deletions or changes in the Consultant's personnel assigned to this project must be approved by the Town, with the exception of personnel who have terminated employment. At its discretion, the Town may require the removal and replacement of any of the Consultant's personnel who do not perform adequately, regardless of whether they were previously approved by the Town.
- E. All subcontractors hired by the Consultant must have prior approval from the Town.
- F. The Consultant represents and warrants that the proposal is not made in connection with any other Consultant and is in all respects fair and without collusion or fraud.
- G. All responses to the RFP must conform to instruction. Failure to comply with any requirement of this RFP may be considered appropriate cause for rejection of the response.
- H. The contract document will represent the entire agreement between the Consultant and Town and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The Town shall assume no liability for payment of services under the terms of the contract until the successful Consultant is notified that the contract has been accepted and approved by the Town. The contract may be amended only by means of a written instrument signed by the Town and the Consultant.
- I. Conflict of Interest. Please note that the Town has a Code of Ethics that the Town asks Consultants to abide by. The Code forbids certain town employees from working for

parties that may seek Town business within six months of separating from the Town. The Code also restricts Town employees and officials from taking gifts, favors, etc. from parties that may conduct business with the Town. See the Town's ordinances online for more information at <http://www.ecode360.com/30371537>.

9. EVALUATION OF PROPOSALS

The following criteria are expected to be among those used in the selection process. They are presented as a guide for the Consultant in understanding the Town's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

- Proposed project approach with emphasis on grasp of the scope of service, soundness of approach, effective use of time and the quality of the overall proposal.
- Experience, expertise, and capabilities of the Consultant.
- Professional references.
- Proposed costs.

10. AWARD

The Town intends to award a contract to one or more Consultants, but recognizes that sub consultants may be utilized to complete certain phases or components of the study. The Town will make an award that is in the best interests of the Town of Windsor.

11. RIGHTS RESERVED TO THE TOWN

- A. The Town reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the Consultant is in default of any prior Town contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The Town also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the Town will be served.
- B. The Town reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the award of a contract already made to a Consultant and subsequently awarding the contract to another Consultant. Such action on the part of the Town shall not constitute a breach of contract on the part of the Town, as the contract with the initial Consultant is deemed to be invalid from the outset and of no effect, as if no contract ever existed between the Town and the Consultant.
- C. While cost is a consideration, the Town reserves the right to select a proposal or proposals in whole or in part, which the Town deems best meets the goals of this report regardless of cost, and that is in the best interests of the Town of Windsor.
- D. During the evaluation process, the Town reserves the right to request additional information or clarification from vendors. At the discretion of the Town, firms submitting proposals may be requested to make an oral presentation as part of the evaluation process.

12. INSURANCE AND INDEMNIFICATION

A. Insurance

The selected Consultant shall be required to furnish a Certificate of Insurance evidencing the following insurance coverage within five (5) days of receipt of Notice of Selection. Failure to maintain insurance coverage as required and to name the Town of Windsor as the Additional Insured will be grounds for termination of the contract.

i. Commercial General Liability Insurance

The Consultant shall provide Commercial General Liability (CGL) insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage.

The CGL shall be written on ISO occurrence form CG 00 01 10 93 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

ii. Commercial Automobile Liability Insurance

The Consultant shall provide Commercial Automobile Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate, and shall include coverage for all owned, hired, and non-owned vehicles.

iii. Worker's Compensation Insurance

The Consultant shall provide Worker's Compensation Insurance in the required amount as applies to the State of Connecticut and Employers Liability Insurance as follows:

Bodily Injury by Accident - \$100,000 each accident
Bodily Injury by Disease - \$500,000 policy limit
Bodily Injury by Disease - \$100,000 each employee

iv. Umbrella Liability Insurance

The Consultant shall provide Commercial Umbrella Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage.

v. Professional Liability Insurance

The Consultant shall provide Professional Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate.

Each Policy of Insurance, with the exception of Professional Liability and Worker's Compensation policies shall include a waiver of subrogation in favor of the Town of Windsor and shall provide no less than thirty (30) days' notice to the Town in the event of a cancellation or change in

conditions or amounts of coverage. The Commercial General Liability, Automobile and Umbrella Liability shall name the Town of Windsor as an additional insured.

Certificates of Insurance, acceptable to the Town of Windsor shall be delivered to the Town prior to the commencement of the work and kept in force throughout the term hereof.

The above insurance requirements shall also apply to all Subcontractors and the Consultant shall not allow any Subcontractor to commence work until the Subcontractor's insurance has been so obtained and approved.

B. Indemnification

The Consultant shall indemnify and hold harmless the Town of Windsor and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of, or resulting from the performance of the work.

C. Additional Terms and Conditions

The Consultant shall provide services as set forth in the proposal and in accordance with the terms identified herein.

- i. Invoices. The Town of Windsor will pay the Consultant for services performed in accordance with the signed Agreement. Invoices will be submitted periodically or upon completion of services rendered. The Town reserves the right to request substantiating information on any bill submitted. The Town will, within 30 days of an approved invoice, pay the amount to the Consultant.
- ii. Court Litigation and Waiver of Jury Trial. Notwithstanding the existence of any provision for arbitration of disputes in the contract or any legislation providing for arbitration, any dispute arising under this contract shall not be submitted to arbitration and the parties shall be left to the remedies at law. It is further expressly agreed that both parties waive and relinquish their right to a trial by jury of any dispute arising out of this contract. The intent of the parties is not to have a jury decide any aspect of any dispute which may arise under this contract.
- iii. Mediation. All claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to non-binding mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate its representative and shall meet at the Windsor Town Hall within ten (10) days after the service of notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

Should the parties themselves be unable to agree on a resolution of this dispute, then the parties shall appoint a third party, who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Each party shall pay the fees and expenses of the party mediator and such costs shall be borne equally by both parties. Upon

agreement of the parties, either party may waive the first step in the mediation process and appoint a mutually acceptable mediator.

Any third party mediator designated to serve in accordance with the provisions of the Agreement shall be disinterested and shall be qualified to evaluate the performance of both parties.

This process shall be considered as a condition precedent to moving to court.

- iv. Equitable Relief. Nothing herein shall prevent either party from obtaining a court order enforcing the mediation process or such other temporary or equitable relief until such time that the dispute is settled or finally adjudicated.

Appendix A

WINDSOR TOWN COUNCIL

RESOLUTION

WHEREAS, racism is a social system with multiple dimensions: individual racism that is interpersonal and/or internalized or systemic racism that is institutional or structural, and is a system of structuring opportunity and assigning value based on the social interpretation of how one looks;

WHEREAS, race is a social construct with no biological basis;

WHEREAS, racism unfairly disadvantages specific individuals and communities, while unfairly giving advantages to other individuals and communities, and saps the strength of the whole society through the waste of human resources;

WHEREAS, racism is a root cause of poverty and constricts economic mobility;

WHEREAS, racism causes persistent discrimination and disparate outcomes in many areas of life, including housing, education, employment, and criminal justice, and is itself a social determinant of health;

WHEREAS, racism and segregation have exacerbated a health divide resulting in people of color in Connecticut bearing a disproportionate burden of illness and mortality including COVID-19 infection and death, heart disease, diabetes, and infant mortality;

WHEREAS, Black, Native American, Asian and Latino residents are more likely to experience poor health outcomes as a consequence of inequities in economic stability, education, physical environment, food, and access to health care and these inequities are, themselves, a result of racism;

WHEREAS, more than 100 studies have linked racism to worse health outcomes; and

WHEREAS, the collective prosperity and wellbeing of Windsor depends upon equitable access to opportunity for every resident regardless of the color of their skin:

Now, therefore, be it *Resolved*, that the Windsor Town Council:

- (1) Assert that racism is a public health crisis affecting our town and all of Connecticut;
- (2) Work to progress as an equity and justice-oriented organization, by continuing to identify specific activities to enhance diversity and to ensure antiracism principles across our leadership, staffing and contracting;
- (3) Promote equity through all policies approved by the Town Council and enhance educational efforts aimed at understanding, addressing and dismantling racism and how it affects the delivery of human and social services, economic development and public safety;
- (4) Improve the quality of the data our town collects and the analysis of that data—it is not enough to assume that an initiative is producing its intended outcome, qualitative and quantitative data should be used to assess inequities in impact and continuously improve;
- (5) Continue to advocate locally for relevant policies that improve health in communities of color, and support local, state, regional, and federal initiatives that advance efforts to dismantle systemic racism;
- (6) Further work to solidify alliances and partnerships with other organizations that are confronting racism and encourage other local, state, regional, and national entities to recognize racism as a public health crisis;
- (7) Support community efforts to amplify issues of racism and engage actively and authentically with communities of color wherever they live; and
- (8) Identify clear goals and objectives, including periodic reports to the Town Council, to assess progress and capitalize on opportunities to further advance racial equity.