



**NOTICE OF REQUEST FOR PROPOSALS**  
**FOR**  
**DESIGN AND MANAGE A PROCESS FOR COMMUNITY DISCUSSIONS ON**  
**RACIAL EQUITY IN PUBLIC SAFETY**  
**TOWN OF CHAPEL HILL, NORTH CAROLINA**

**BID: Q21-63**

**TO: ALL PROSPECTIVE BIDDERS**

**FROM: ZAKIA ALAM, PURCHASING & CONTRACTS MANAGER**

**DATE: SEPTEMBER 21, 2020**

The Town of Chapel Hill requests Proposals for providing facilitation for a series of community meetings on racial equity. Proposals are to be submitted via email to Zakia Alam, Purchasing & Contracts Manager, Town of Chapel Hill, at [zalam@townofchapelhill.org](mailto:zalam@townofchapelhill.org), with "Design and Manage a Process for Community Discussions on Racial Equity in Public Safety" in the subject line. All proposals are due by 5:00 PM on Tuesday, October 6, 2020.

Any questions regarding this RFP should be sent via email to [svinas@townofchapelhill.org](mailto:svinas@townofchapelhill.org) with "Design and Manage a Process for Community Discussions on Racial Equity in Public Safety" in the subject line. Questions should be sent no later than 5:00 PM on September 25, 2020. Questions and answers will be posted to the Town's website [www.townofchapelhill.org](http://www.townofchapelhill.org) in the form of an addendum by close of business on September 29, 2020.

All proposals received will be examined promptly and an award will be made soon thereafter.

The Town of Chapel Hill reserves the right to reject any and all proposals for any or no reason and to accept the proposal most favorable to the Town.

**PUBLISHED: Town of Chapel Hill Website: [www.townofchapelhill.org](http://www.townofchapelhill.org) Date: September 21, 2020**

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RFP for Design & Manage a Process for Community Discussion on Racial Equity in Public Safety  
Bid: Q21-63  
Town of Chapel Hill, North Carolina  
September 21, 2020

**REQUEST FOR PROPOSALS FOR DESIGN AND MANAGE A PROCESS FOR COMMUNITY  
DISCUSSIONS ON RACIAL EQUITY AND PUBLIC SAFETY  
TOWN OF CHAPEL HILL, NORTH CAROLINA  
BID: Q21-63**

**BACKGROUND**

Chapel Hill, NC is a thriving college town of over 60,000 residents. The population is diverse, comprised of University faculty and staff, students, businesspeople, families, young professionals, and retirees. The community is highly educated and deeply engaged with local, state, national, and international issues and concerns. Passionate civic discourse and multiple points of view are hallmarks of the community.

Chapel Hill has a Council-Manager form of government, with 14 departments and approximately 700 employees, as well as 20 active advisory boards and commissions. The Town has a shared goal, from its Chapel Hill 2020 plan, of welcoming a diversity of people of all ages, races, sexual orientations and ethnicities to participate in the creative spirit that makes this University town a unique place in the Triangle. The Town is a [values-based learning organization](#) that aspires to excellence in all areas, and especially in resident engagement. It is committed to providing residents with responsive, useful, usable services, and to managing community resources responsibly.

**PURPOSE**

In recognition of the need to redress the systems of power, positions of authority, on [June 24, 2020](#), the Chapel Hill Town Council adopted a resolution outlining new community approaches to improve racial equity and public safety in Chapel Hill. This resolution came after weeks of considerable nation-wide concern over the killings of Black men and women by law enforcement, sparked by the murder of George Floyd, and the increasing demands from community members that Council take local action to address opportunities to reform law enforcement practices and to enhance the array of community resources available in Chapel Hill.

An update on our progress was presented to the Council on [September 9, 2020](#). At this time, the Council established the community-based, Town Council appointed task force to consider a range of issues related to public safety. The preliminary charge of the Reimagining Community Safety Task Force (Task Force) is included in the September 9, 2020 memorandum. **SCOPE OF SERVICE**

The Town seeks an experienced professional to design and implement a framework for the Town's Reimagining Public Safety Task Force that results in the Task Force drafting a set of recommendations

for consideration by the Council by March 2021 on specific approaches to public safety beyond policing, drawing on all available national, state and local efforts.

**Vendors may respond to all or part of the requested services and associated deliverables described in this Scope of Service.**

Deliverables that the vendor will be responsible for include:

- Design and implement a series of (at least 3) virtual listening sessions to inform the work of the Task Force using human-centered design, with particular emphasis on securing meaningful input from Black and Brown people and including other marginalized people impacted by policing in our community, and those who are not typically well represented in Town efforts.
- Review the charge of the Task Force based on knowledge of Council and Town objectives.
- Facilitate virtual meetings of the Task Force and work with Town staff to prepare for meetings (i.e. developing meeting agendas, preparing meeting materials, preparing meeting summaries).
- Draft interim and final Task Force reports and recommendations for presentation to the Council and public.

The Town expects the selected vendor to use data currently available and perform additional research and data analysis on racial equity as needed to share with the Task Force and staff for effective decision-making, and provide information on best practices for community safety, reallocating resources, and other initiatives currently being implemented in the nation.

We ask vendors to describe your approach including the frameworks and philosophies used in your facilitation work. We seek a vendor who demonstrates an understanding of institutional and structural racism and oppression and a historical perspective on historically included and excluded groups.

The Town will assign a project manager and an advisory group of senior staff to the vendor during the project. The Town will provide technical support for establishing virtual sessions. In your responses please let us know what else you expect from us in terms of resources and coordination.

**VENDOR QUALIFICATIONS**

All vendors must demonstrate:

1. Experience with public process design, human centered design, and facilitation.
2. A solid understanding of the historical and structural racism in government, criminal justice systems, and policing.

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3. Knowledge of and expertise in police reform processes and relevant “best practices”.
4. Access to a network of resources nationwide to assist in bringing information to the Task Force.
5. Sufficient depth of resources to meet the Town’s timeline.

## **PROPOSAL REQUIREMENTS**

**Proposals must contain the following information and are limited to no more than 10 pages total:**

1. Proposals must include description of frameworks and philosophies about racial equity that would be discussed in the public engagement and Task Force discussions.
2. Proposals must include a project timeline.
3. Proposals must include a project budget.
4. Proposals must address vendor’s qualifications for providing this service.
5. Proposals must include at least 3 references. Please include company name, contact name, and telephone number.
6. Proposals must indicate if firms have experience in the public sector and policing reform efforts.

## **PREPARATION COSTS**

The Town of Chapel Hill will not pay any cost associated with the preparation, submittal, or evaluation of any proposals.

## **SELECTION PROCESS**

Proposals will be evaluated based upon responsiveness to this Request – the vendor’s proposed services, experience, reputation, references, and other factors deemed relevant. The Town expressly reserves the following rights:

1. To evaluate each response to this RFP based on:
  - Experience with community/organization of a similar size
  - Understanding the scope of the work
  - Strategy for providing required services
  - Demonstrated ability of key personnel
  - Cost competitiveness
2. To make an award to a vendor whose proposal is in the Town’s best interest
3. To negotiate different terms and conditions with any vendor the Town chooses

**OTHER TERMS AND CONDITIONS**

The vendor agrees to the following:

1. To examine the RFP and conditions thoroughly. The failure of omission of any vendor to examine any form, instrument or document shall in no way relieve any vendor from any obligation in respect to their proposal.
2. To comply with all federal, state, and Town laws, ordinances, and rules.

**TIMELINE**

- September 21, 2020: RFP Released
- September 25, 2020: Questions from vendors due by 5:00 PM
- September 29, 2020: Addendum to RFP posted to Town website
- October 6, 2020: Proposals due by 5:00 PM

**INSURANCE PROVISIONS**

The successful bidder shall procure and maintain during the life of the contract the following insurance coverage's:

The successful bidder shall procure and maintain during the life of the contract the following insurance coverages:

Worker's Compensation: Coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employer's liability with a limit of \$100,000 for each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury by disease policy limit.

Commercial General Liability: Shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, sudden and accidental pollution losses, and a contractual liability endorsement.

Business Auto Policy: Shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non- owned vehicles and employee non-ownership.

Professional Liability Insurance: The selected firm will be required to furnish proof of Professional Liability insurance coverage in the minimum amount of \$1,000,000.

Special Requirements: The Town of Chape Hill is to be named as an additional insured on the Commercial General Liability policy.

Current, valid insurance policies meeting the above requirements shall be maintained for the duration of the project. Renewal certificates shall be sent to the Town of Chapel Hill thirty (30) days prior to any expiration date. There shall also be a 30-day notification to the Town in the event of cancellation or modification of any stipulated insurance coverage. Certificates of Insurance on an Accord 25 (8/84) or similar form meeting the required insurance provisions shall be forwarded to the Town of Chapel Hill. Wording on the Certificate of Insurance which states that no liability shall be imposed upon the company for failure to provide such notice is not acceptable. Original policies or certified copies of policies may be required by the Town at any time.

#### **PROHIBITED CONTRACT TERMS**

In no event shall there be any of the following unless Town's express written agreement is obtained: (1) any limitation on, or disclaimer of, implied or express warranties or the liability of the Contractor; (2) any limitation on damages, including a limitation of consequential damages; (3) any requirement for arbitration or for mandatory mediation; (4) any requirement that Town officials or employees keep information confidential or any requirement that records be kept confidential by the Town, unless the requirement for confidentiality meets the requirements of the Public Records Law.

**Attached is a sample of the Small Service Contract that will be used for the awarded bid.**

STATE OF NORTH CAROLINA  
COUNTY OF ORANGE

CONTRACT FOR  
{DESCRIPTION OF SERVICES TO BE  
PROVIDED UNDER THIS CONTRACT}

This Contract is made and entered into by and between the “Town of Chapel Hill”, herein “Town”, and “{Contractor’s Full Legal Name}”, herein “Contractor”, for services hereinafter described for the Town of Chapel Hill. This Contract is for {Description of Services to be Provided Under This Contract}.

WITNESSETH

That for and in consideration of the mutual promises and conditions set forth below, the Town and Contractor agree:

1. Duties of the Contractor: The Contractor agrees to perform those duties described in Exhibit A attached hereto and incorporated herein by reference.
2. Duties of the Town: The Town shall pay for the Contractor’s services as set forth in Exhibit A.
3. Fee Schedule and Maximum Sum: Contract amount is not to exceed {insert a not to exceed amount}. Payment shall be made according to Exhibit A.
4. Billing and Payment: The Contractor shall submit a bill to the Town for work performed under the terms of this Contract. The Contractor shall bill and the Town shall pay the rates set forth therein. Payment will be made by the Town within thirty (30) days of receipt of an accurate invoice, approved by the contact person or his/her designee.
5. Indemnification and Hold Harmless: The Contractor agrees to indemnify and hold harmless the Town of Chapel Hill and its officers, agents and employees from all loss, liability, claims or expense (including reasonable attorneys’ fees) arising from bodily injury, including death or property damage to any person or persons proximately caused in whole or in part by the negligence or willful misconduct of the Contractor except to the extent same are caused by the negligence or misconduct of the Town.
6. Insurance Provisions: The Town requires evidence of Contractor’s current valid insurance (if applicable) in the amounts stated below during the duration of the named project and further requires that the Town be named as an additional insured for Commercial General Liability and Business Automobile policies. The required coverage limits are: 1) Commercial General Liability and Business Automobile - \$1,000,000 per occurrence and 2) Workers’ Compensation - \$100,000 for both employer’s liability and bodily injury by disease for each employee and \$500,000 for the disease policy limit. Based on nature of services to be provided by the contractor and assessment of risk posed to the Town, the Town may require evidence of supplementary insurance coverages.

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7. Non-Discrimination: The Contractor contractually agrees to administer all functions pursuant to this Contract without discrimination because of race, creed, sex, national origin, age, economic status, sexual orientation, gender identity or gender expression.
8. Federal and State Legal Compliance: The Contractor must be in full compliance with all applicable federal and state laws, including those on immigration.
9. E-Verify: The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, should Contractor utilize a subcontractor(s), Contractor shall require the subcontractor(s) to comply with the requirements of Article 2, Chapter 64 of the General Statutes. Pursuant to North Carolina General Statute § 143-133.3 (c)(2), contracts solely for the purchase of apparatus, supplies, materials, and equipment are exempt from this E-Verify provision.
10. Amendment: This Contract may be amended in writing by mutual agreement of the Town and Contractor.
11. Termination: Either party may terminate this Contract at any time by giving the other party thirty (30) days written notice of termination prior to the end of the term as described herein.
12. Interpretation/Venue: This Contract shall be construed and enforced under the laws of North Carolina. The courts and the authorities of the State of North Carolina shall have exclusive jurisdiction over all controversies between the parties which may arise under or in relation to this Contract. In the event of any dispute between the parties, venue is properly laid in Orange County, North Carolina for any state court action and in the Middle District of North Carolina for any federal court action. Contrary to any provision that may be contained in any exhibit attached hereto the Town shall not consent to 1) resolving any dispute by means of arbitration and/or 2) waiver of a trial by jury.
13. Preference: In the event that the terms of any exhibit attached hereto are not consistent with the terms of this Contract, this Contract shall have preference; provided that where either any exhibit attached hereto or this Contract establishes higher standards for performance by either party, the higher standard, wherever located, shall apply.
14. Severability: The parties intend and agree that if any provision of this Contract or any portion thereof shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.
15. Assignment: This Contract shall not be assigned without the prior written consent of the parties.

16. Entire Agreement: This Contract shall constitute the entire agreement of the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Contract that are not expressly addressed herein. All prior agreements, understandings and discussions are hereby superseded by this Contract.
17. Construction Project Related Sales Tax: If applicable, the Contractor shall furnish the Town certified statements setting forth, the cost of all materials purchased from each vendor and the amount of North Carolina sales and use taxes paid thereon. In the event the Contractor makes several purchases from the same vendor, the Contractor's certified statement shall indicate the invoice number, the inclusive dates of the invoices, the total amount of the invoices, and the North Carolina sales and use taxes paid thereon. The Contractor's certified statement shall also include the cost of any tangible personal property withdrawn from the Contractor's warehouse stock and the amount of North Carolina sales or use tax paid thereon by the Contractor. The Contractor shall furnish such additional information as the Commissioner of Revenue of the State of North Carolina may require to substantiate a refund claim by the Town for sales or use taxes. The Contractor shall obtain and furnish to the Town similar certified statements by the subcontractors. The certified statements to be furnished shall be in the form of the standard CONTRACTOR'S SALES TAX REPORT and shall be submitted with each request for payment. The Town will not make payment to the Contractor until the CONTRACTOR'S SALES TAX REPORTS ARE SUBMITTED. Any and all refunds received by the Town of said taxes shall remain with the Town, and the Contractor shall not be entitled to such refund.
18. Term: This Contract, unless amended as provided herein, shall be in effect until { \_\_\_\_\_ }, 20{\_\_\_\_\_}.

[SIGNATURES ON FOLLOWING PAGE.]

This Contract is between the Town of Chapel Hill and {Contractor's Full Legal Name} for {Description of Services to be Provided Under This Contract}.

IN WITNESS WHEREOF, the parties hereto cause this agreement to be executed in their respective names.

**{CONTRACTOR'S FULL LEGAL NAME}**

\_\_\_\_\_

SIGNATURE

\_\_\_\_\_

PRINTED NAME & TITLE

\_\_\_\_\_

WITNESS

\_\_\_\_\_

PRINTED NAME & TITLE

**TOWN OF CHAPEL HILL**

\_\_\_\_\_

DEPARTMENT HEAD/EXECUTIVE DIRECTOR OR DEPUTY/TOWN MANAGER

\_\_\_\_\_

PRINTED NAME & DEPARTMENT

ATTEST BY TOWN CLERK:

\_\_\_\_\_

TOWN CLERK

TOWN SEAL

**Town Clerk** attests date this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Approved as to Form and Authorization

\_\_\_\_\_

TOWN LEGAL STAFF

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_

FINANCE OFFICER

\_\_\_\_\_

DATE

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