

# **CITY OF EAST LANSING, MICHIGAN**



## **NOTICE TO CONSULTANTS**

### **REQUEST FOR PROPOSAL (RFP)**

All consultants shall complete the Proposal and Award page and submit all information requested herein the proposal document in its entirety, in order for the proposal to be responsive. Failure to do so may result in the proposal being declared non-responsive and rejected.

PROJECT NAME: City of East Lansing Fair and Impartial Policing Consultation

DATE OF ISSUANCE: March 3, 2021

DATE & TIME PROPOSAL DUE: March 26, 2021, 5 p.m.

ISSUING OFFICE: East Lansing Police Administration

## **TABLE OF CONTENTS**

	<u>Page</u>
Notice to Consultants	1
Table of Contents	2
Proposal & Award	3
Instructions to Consultants, Terms & Conditions	4-10
Specific Project Information:	10-11
Contents of Proposal	12
Scope of Services	13
Evaluation of Proposals	14
Cost of Proposal	15
Tentative Schedule	16

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 Steve Gonzalez, Deputy Chief of Police, at the East Lansing Police Department (517) 319-6835 or [sgonzal@cityofeastlansing.com](mailto:sgonzal@cityofeastlansing.com).

REQUEST FOR PROPOSALS

**Project name:** City of East Lansing Fair and Impartial Policing Consultation

**Project scope:** The City of East Lansing is seeking a consultant to conduct an independent analysis providing recommended best practices to ensure fair and impartial policing practices. Included within the recommendations should be a specific section advising on fair and impartial traffic enforcement efforts. Furthermore, the Consultant should research and advise the department on the implementation of an employee early intervention system (EIS). The recommendations on the EIS should also include best-practice based thresholds for when and what type of intervention should be undertaken. Lastly, the department is seeking recommendations regarding fair and impartial police training to be accompanied by strategies for a comprehensive, recurring training program on this topic.

The consultant must have the demonstrated capacity and expertise to review current police policy, practices, and other relevant information and thereby base the recommendations on their findings.

**Date issued** March 3, 2021

**PROPOSAL & AWARD**

The undersigned having become thoroughly familiar with and understanding all 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 East Lansing.

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. \_\_\_\_\_

Fax No. \_\_\_\_\_

E-mail \_\_\_\_\_

## **INSTRUCTIONS TO CONSULTANTS** **TERMS & CONDITIONS**

### **PROPOSALS**

All proposals must be submitted following the proposal format supplied by the City of East Lansing 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 RFP Documents, and at its option may reject the same.

The City of East Lansing, by policy, has several special directives and preferences for contractors. These include small, minority, and women owned businesses, prevailing wage, local purchasing preference, green fleet purchasing provision, directives on environmental impacts and contractors providing other eligible individual benefits. There are some exceptions for these policy directives, therefore each firm shall include in its proposal: if the firm is a small, minority or woman owned business, if any craftsman, mechanics or laborers employed receive at least the prevailing wages and fringe benefits of the Building Trades Department for classes as determined by US Department of Labor for the Ingham County area, if the firm is a registered local or regional vendor, if the firm provides benefits to its employees, and if benefits are offered to other eligible individuals (i.e. domestic partners).

Each firm shall include in its proposal, in the format requested thereof, the cost of performing the work. The prices set forth in the proposal submitted by each firm shall remain in effect for the duration stated for each phase of the project.

Each firm shall include in their proposal a listing of each principal and the names of any proposed consultant and the name and address of each office which may be involved in the project.

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

### **SUBMITTAL OF PROPOSALS**

Consultants may submit proposals hard copy or electronically.

**Electronic submission:**

The proposal documents may be submitted electronically via e-mail to [sgonzal@cityofeastlansing.com](mailto:sgonzal@cityofeastlansing.com). The subject line should clearly delineate that the message is a proposal submission and include the project name and name of the firm submitting the proposal.

The proposals shall be submitted by no later than March 26, 2021 at 5 p.m.

**Hard copy submission:**

Six copies of the proposal documents shall be submitted in a sealed envelope. If mailed, send the proposal to East Lansing Police Department, Attention Steve Gonzalez, Deputy Chief of Police, 409 Park Ln, East Lansing, MI, 48823. If hand delivered, submit the proposal to East Lansing Police Administration, 409 Park Ln, East Lansing, MI, 48823.

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

The proposals shall be submitted by no later than March 26, 2021 at 5 p.m.

**AWARD OF CONTRACT/REJECTION OF PROPOSALS**

The contract will be awarded to the firm who provides a proposal that is most responsive to meeting both the needs of the project and the City of East Lansing.

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

The contract shall be considered executed after the City of East Lansing City Manager or other designated official signs it.

**SIGNATURES**

Prior to awarding a contract, all proposals, notifications, claims and statements must be signed as follows:

CORPORATIONS: Signature of official shall be accompanied by a certified copy of the resolution of the Board of Directors authorizing the individual signing to bind the corporation.

PARTNERSHIPS: Signatures of one partner shall be accompanied by a certified copy of the Power of Attorney authorizing the signing to bind all partners. If all partners sign the proposal, no authorization is needed.

LIMITED LIABILITY COMPANY: Signature of a member, or if organized on a managing member basis, a certified copy of a resolution appointing the signer as the managing member.

INDIVIDUAL: No authorization is needed.

### **TYPE OF CONTRACT**

It is proposed that the contract entered into as a result of this RFP will have either a lump sum; hourly rate not to exceed cost; or hourly rate with an estimated cost for those tasks noted. Negotiations may be undertaken with those firms whose proposals show them to be qualified, responsible and capable of performing the work. The contract that may be entered into will be the one which is most advantageous to the City of East Lansing, price and other factors, considered. The City reserves the right to consider proposals or modifications thereof received at any time before the award is made, if such action is deemed to be in the best interest of the City.

### **NO THIRD-PARTY RIGHTS**

It is agreed and understood that any contract is made solely for the benefit of the City of East Lansing and the Provider of Services; that it is not made for the benefit of any third party; and that no action or defense may be founded upon any contract except by the parties hereto.

### **INSURANCE**

The firm shall provide proof of professional liability insurance which shall insure against negligent acts, errors or omissions which occur as a result of professional services performed by the firm.

### **PERFORMANCE BOND**

The City may require a performance bond in an amount equal to the contracted amount and/or liquidated damages as specified.

### **ORAL PRESENTATIONS**

Firms who submit a proposal may be required to make an oral presentation of their proposal to the City. If held, these presentations will provide an opportunity for the firm(s) to clarify their proposals and to ensure mutual understanding of its contents. The City will schedule any such presentations.

### **BID AMENDMENTS & QUESTIONS**

If amendments are made to the project scope or description, each firm receiving this RFP will be notified via email, or another preferred contact method, to the primary contact. That contact will also receive responses to any questions posed to City staff from a potential responding firm.

### **CONTRACT EXTENSIONS**

The design and implementation phases of this agreement will be for a period of 12 months with the option to extend for an additional 6 months. Extensions are subject to review by the City thirty (30) days prior to expiration of each additional extension.

### **ACCEPTANCE OF PROPOSAL CONTENTS**

The contents of the proposal of the successful offerer will become contractual obligations, if a contract is executed. Failure of the successful firm to accept these obligations will result in cancellation of the award.

### **CITY RESPONSIBILITIES**

The City of East Lansing 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 firm and render in writing, if necessary, decisions pertinent thereto within a reasonable time.

### **CONTRACT PAYMENT SCHEDULE**

Payment schedule shall be proposed by the contractor, with the terms subject to City approval, prior to acceptance of the proposal.

### **CITY OF EAST LANSING CONTRACT REQUIREMENTS**

The following City of East Lansing Contract requirements will be included in the contract (some exclusions may apply):

**Civil Rights Ordinance.** Contractor agrees that it will comply with the City's Civil Rights Ordinance, Article II, Chapter 22 of the Code of the City of East Lansing, which in part requires that an employer not discriminate against any employee or applicant for employment with respect to hire, tenure, terms,

conditions, or privileges of employment including benefit plan or system, or a matter directly or indirectly related to employment because of religion, race, color, national origin, age, sex, height, weight, marital status, sexual orientation, gender identity or expression, or student status, because of the use by an individual of adaptive devices or aids, or because of an arrest record when a conviction did not result, except as allowed under Section 22-33(b)(6) of Chapter 22. Further, for contracts in which the total contract price will be \$20,000.00 or more, the City's Civil Rights ordinance also prohibits discrimination on the basis of marital status, sexual orientation, or gender identity or expression by the Contractor failing to provide employment benefits for employees with domestic partners that it otherwise provides for the spouse of a married employee. An employer may apply to the City Human Relations Commission for an exemption on the basis that religion, national origin, age, sex, height, weight, marital status, sexual orientation, gender identity or expression, or student status is a bona fide occupational qualification reasonably necessary to the normal operation of the business or enterprise. These requirements of Article II, Chapter 22, shall be considered material terms of this Agreement, and breach of any of these requirements will be regarded as a material breach of this Agreement.

**Independent Contractors.** The parties agree that Contractor is an independent contractor as that term is commonly used and Contractor's employees are not and shall not be considered subcontractors or employees of the City and has no authority to bind the City in any manner. Contractor shall be solely responsible for the withholding and reporting of all federal, state, and local income and employment taxes. Contractor acknowledges that it is not insured in any manner through the City for any bodily injury, personal injury, or property loss whatsoever.

**Limitation of Liability.** Except for indemnification pursuant to this agreement, neither party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

**Indemnity.** Contractor shall, to the fullest extent permitted by law pursuant to MCL 691.991(2), defend, indemnify and hold harmless the City, and its elected and appointed officers, agents, servants, and employees from any and all claims, damages, losses, expenses, liability, judgment, or liens, including reasonable attorney fees and other costs of defense arising out of any acts, errors or omissions or the discharge, release or escape of contaminants or hazardous substances by Contractor or by anyone acting on their behalf under or in any matter connected with this agreement. Contractor's obligations to indemnify the City shall survive the expiration, non-renewal, or termination of this Agreement.

**Liability Insurance.** Contractor shall obtain and maintain in full force and effect during the entire term of this agreement a policy of comprehensive general liability insurance, including professional errors and omissions, with limits of liability of not less than \$1,000,000 and workers disability compensation insurance in compliance with Michigan's statutory limits, and shall provide a certificate of insurance to the City naming the City as a certificate holder, which certificate shall provide that the City shall receive at least 30 days prior written notice of cancellation or nonrenewal of such insurance.

**Non-Assignment.** The parties agree that there shall be no authority on the part of Contractor to subcontract, assign, or otherwise dispose of any portion of the services to be performed herein without the prior written approval of the City. In the event that the City approves a subcontract, assignment, or disposition, Contractor solely shall be responsible for managing, directing and paying the subcontractors or assignees, and the City shall have no obligations whatsoever toward said subcontractors or assignees. Consent to subcontract, assign, or otherwise dispose of any portion of this Agreement shall not be construed to relieve Contractor of any responsibility for the fulfillment of this Agreement.

### **Criminal Background Investigation Requirement**

The City of East Lansing requires satisfactory completion of a criminal background investigation for all persons having access to City facilities under this Contract. The Contractor will be required to provide to the Owner a list of all employees and employees of Sub-Contractors who are proposed to be working under this Contract, within 10 days of award of Contract. This list shall include the full name and date of birth of each employee, any aliases of each employee including maiden names, and shall differentiate between employees proposed to have access to secure areas of City Hall and those who will work in other areas of City facilities. Secure areas of City Hall are those areas utilized for the administration of criminal justice and include: Dispatch, Jail, any portion of the Police Department, Probation Department, and Courts.

The City of East Lansing will investigate employees proposed to work under this Contract using the Michigan Internet Criminal History Access Tool (ICHAT), the Michigan Sexual Offenders Registry and the Michigan Corrections website. In addition, employees proposed to work under this Contract who will have access to secure areas of City Hall will also be subject to investigation thru the Law Enforcement Information Network (LEIN).

Any Contractor or employee of any Contractor, who have any felony convictions, misdemeanor convictions that involve crimes against persons, or drug offenses will not be allowed to work in any City of East Lansing facility. The City of East Lansing reserves the right to limit areas of access for individual employee, to prohibit certain employees work in City facilities under this Contract, or to otherwise limit or eliminate any employees access to any City facility or portion

of City facility, based on the information collected, as the City deems to be in its best interest.

### **Prevailing Wage**

For Contracts greater than \$20,000.00 involving construction and/or substantial remodeling of any building or part thereof, for the construction of sewer and/or water lines or parts thereof, for or on behalf of the City of East Lansing, all craftsmen, mechanics and laborers involved with such work and employed directly upon the site of the work, shall receive at least the prevailing wages and fringe benefits of the Building Trades Department for the corresponding classes of craftsmen, mechanics and laborers, as determined and published by the Davis-Bacon Division of the United States Department of labor for the Ingham County area. The foregoing provisions shall apply to all sub-contracts entered into by the Contractor. All Contractors and Sub-contractors engaged in the performance of service or work for the City of East Lansing to which the aforementioned provisions apply, shall, at the request of the City, furnish proof satisfactory to the City that the foregoing provisions are being fulfilled.

## **SPECIFIC PROJECT INFORMATION**

### **INTRODUCTION TO PROJECT**

The City of East Lansing is seeking a consultant to conduct an independent analysis providing recommended best practices to ensure fair and impartial policing practices. Included within the recommendations should be a specific section advising on fair and impartial traffic enforcement efforts. Furthermore, the Consultant should research and advise the department on the implementation of an employee early intervention system (EIS). The recommendations on the EIS should also include best-practice based thresholds for when and what type of intervention should be undertaken. Lastly, the department is seeking recommendations regarding fair and impartial police training to be accompanied by strategies for a comprehensive, recurring training program on this topic.

The consultant should utilize broad based emerging fair and impartial policing trends to recommend policy, procedure, and policing practice changes that the East Lansing Police Department can take advantage of. These recommendations should take into consideration Michigan Association of Chiefs of Police Accreditation Standards and Michigan Commission on Law Enforcement Standards guidelines.

The consultant should be prepared to provide implementation recommendations to the Chief of Police, East Lansing City Manager, and East Lansing City Council.

## **BACKGROUND INFORMATION**

The City of East Lansing is a 13.6 square mile suburban community with twenty-five distinct neighborhoods, twenty-nine community and neighborhood parks, located adjacent to Michigan State University. As an organization, the City of East Lansing's 500 employees provide a host of programs and services to its approximately 50,000 residents. East Lansing operates under a council-manager form of government comprised of a city council and an appointed city manager. The five officials elected to serve on the East Lansing City Council are the policy-making and legislative body for the City government. These councilmembers are elected at large to serve four overlapping years. The mayor and mayor pro tem are elected as councilmembers and then appointed to the mayor and mayor pro tem positions by the sitting council.

The city manager is appointed by the East Lansing City Council and is responsible for the day-to-day operations and the City's \$120 million annual budget. In addition, key responsibilities include coordination and development of services and programs, supervision of all City departments and implementation of City Council's strategic policy decisions. The East Lansing Police Department reports to the City Manager through the Chief of Police and has approximately 49 sworn officers. The department operates various divisions, including the following: Patrol, Criminal Investigations, Records, Parking and Code Enforcement, 72-hour temporary jail facility and a Community Engagement Team which consists of civilian social workers and Neighborhood Resource Specialists.

## **PURPOSE OF THE PROJECT**

The purpose of the consultation is to ensure the East Lansing Police Department is using policies and practices that ensures fair and impartial policing within the community.

## **CONTENTS OF PROPOSAL**

As a minimum each proposal shall include the following items:

### **BUSINESS ORGANIZATION**

State the full name and address of your organization, and if applicable, any branch offices or other subordinate elements that will perform or assist in performing the work. Indicate whether you operate as an individual, partnership, limited liability company or corporation. If a corporation or limited liability company, indicate the State in which you are incorporated. Provide proof or certification of license to operate in the State of Michigan. Also, please note if your organization is currently a registered local or regional vendor with the City of East Lansing.

### **APPLICABLE EXPERIENCE**

Include a brief description of three (3) projects of similar scope that your firm has completed in the last five (5) years. Highlights from example studies, models, and other work products can be included.

### **APPROACH TO THE PROJECT**

Describe in narrative form your technical plan for accomplishing the work. Explain the choice of methodology including its strengths and weaknesses. Provide a timeline indicating relevant points in your work plan.

### **PROJECT STAFFING**

Identify the key professional personnel by skill and qualification that will be employed in the work and include their resumes. Indicate where these individual personnel will be physically located during the time they are engaged in the work.

### **AUTHORIZED NEGOTIATIONS**

Include the names and telephone numbers of those persons in your organization authorized to negotiate the proposed contract with the City of East Lansing.

### **CUSTOMER REFERENCES**

Include three customer references with contact names, phone numbers and e-mail addresses.

### **ADDITIONAL INFORMATION**

The firm may also include any additional information and/or comments believed to be pertinent but not specifically requested elsewhere in the document

## **EVALUATION OF PROPOSALS**

All proposals received shall be subject to an evaluation by representatives of the City. The following factors will be considered in making the final selection:

### **VERIFICATION**

Will be based on the verifiable information provided about the firm, including but not limited to entity name, principals, incorporation, licensing, and customer references.

### **UNDERSTANDING OF THE PROJECT/PROBLEM**

Will be based upon the understanding exhibited by the firm in statements of work presented in the proposal.

### **METHOD OF APPROACH**

Will be based upon the technical soundness of the firm's stated approach to the project, the comprehensiveness of the proposed work tasks, the techniques to be used and the products to be delivered.

### **EXPERIENCE**

Will be based upon applicable experience of the firm and key team members with similar type projects within the recent past.

### **TIME & EFFORT**

Will be based upon a review of the timeline for each task (presented in bar chart), designated decision points, the critical path, the total time necessary to accomplish the work, and the firm's acknowledgement of any critical deadlines. See Tentative Schedule on page 16.

### **ACCESSIBILITY**

Will be based upon the ability of the firm to work closely with the City staff for the duration of the project.

### **PRICE/VALUE**

The City of East Lansing reserves the right to negotiate a final project price and scope that provides the greatest value in regard to cost vs. services provided.

## **COST OF PROPOSAL**

### **COST & PRICE ANALYSIS**

Provide a cost proposal for the full project including survey implementation as well as planning and presentation meetings. Include hourly rates or other unit costs for possible additional services that may be requested.

Acceptance: This proposal is accepted by the City of East Lansing.

\_\_\_\_\_ City Manager, Date: \_\_\_\_\_

Approved As to Form:

\_\_\_\_\_ City Attorney, Date: \_\_\_\_\_

Certified As to Sufficiency of Funds:

\_\_\_\_\_ Chief Financial Officer, Date: \_\_\_\_\_

## **TENTATIVE SCHEDULE**

March 3, 2021	Request for proposals issued
March 26, 2021	Proposals due
April 9, 2021(no later than)	RFP awarded
May 3, 2021 (approximately)	Consultation begins

**SENT TO THESE CONSULTANTS**

Hillard Heintze  
30 S. Wacker, Ste. 1400  
Chicago, IL 60606  
[info@hillardheintze.com](mailto:info@hillardheintze.com)

21CP Solutions  
332 S. Michigan, Ste 1032-T615  
Chicago, IL 60604

Alexander Weiss Consulting  
2705 Ridge Ave  
Evanston, IL 60201  
[aweiss@alexanderweissconsulting.com](mailto:aweiss@alexanderweissconsulting.com)

National Police Foundation  
2550 S Clark Street, Ste. 1130  
Arlington, VA 22202  
[info@policefoundation.org](mailto:info@policefoundation.org)

Dolan Consulting Group  
2840 Plaza Place, Ste. 325  
Raleigh, NC 27612  
(919) 805-3020

McGrath Consulting Group  
P.O. Box 190  
Wonder Lake, IL 60097  
[info@mcgrathconsulting.com](mailto:info@mcgrathconsulting.com)