

**REQUEST FOR PROPOSALS FOR
ANTI - HARASSMENT & DISCRIMINATION/
RESPECT IN THE WORKPLACE TRAINING**

MINNESOTA STATE LEGISLATURE

January 1,2019 – March 31, 2021

REQUEST FOR PROPOSALS

Anti - Harassment & Discrimination / Respect in the Workplace Training for members and staff of the Minnesota Legislature

- Solicitor:** Minnesota Legislative Coordinating Commission (LCC)
- Deadline for Receipt of Proposals:** Proposals must be received by the LCC by 4:00 p.m., Tuesday September 4, 2018. Late applications may not be accepted. All expenses incurred in responding to this notice shall be borne by the responder.
- Proposal method:** Proposals may be submitted in writing, by fax or electronically by email, although electronic submissions are preferred.
- Deliver Proposals to:** Attn: Proposal for Anti-Harassment & Discrimination/Respect in the Workplace Training
Minnesota Legislative Coordinating Commission
72 State Office Building
100 Rev Dr. Martin Luther King Jr. Blvd
Saint Paul, Minnesota 55155
Fax: (651) 297-3697
Email: diane.henry@lcc.leg.mn
- Contact Person:** Diane Henry-Wangenstein
Minnesota Legislative Coordinating Commission
72 State Office Building
Saint Paul, Minnesota 55155
(651) 296-1121 (voice)
diane.henry@lcc.leg.mn
- Contents of this Packet:** Cover Page (this page)
Specifications
General Terms and Conditions

SPECIFICATIONS FOR ANTI-HARASSMENT & DISCRIMINATION/ RESPECT IN THE WORKPLACE TRAINING

INTRODUCTION

The Legislative Coordinating Commission (LCC) of the Minnesota Legislature is requesting proposals to contract for Anti-Harassment & Discrimination/Respect in the Workplace training. The legislature's goal for training is to enhance the quality of the work environment and maintain a respectful, courteous workplace in which to work and to serve the public with regard to its policies. The main outcome is to strengthen the understanding of and compliance with the existing policies. The training must also be consistent with the latest court decisions, statutes and regulations regarding areas of harassment and discrimination. The curriculum for this training must encompass, but should not be limited to, the following areas: definition and examples of harassment; addressing inappropriate behavior; clarification of legal issues; employee/supervisor rights and responsibilities; valuing differences; unconscious bias; heightening cultural awareness and sensitivity; resolving conflicts; models of appropriate responses; reporting processes; and how to build a culture of respect.

CONTENTS OF PROPOSAL

The contractor must submit a plan which details how the training will satisfy the legislature's objectives which include, but not be limited to:

1. Develop Anti-Harassment & Discrimination /Respect in the Workplace presentation materials for group trainings for staff, supervisors, and/or legislative members. Curriculum must include but is not limited to the elements stated in the introduction section of this request for proposal. Supervisor's training curriculum must include the supervisor's role in addressing discrimination, harassment and building a respectful workplace; legal liabilities and responsibilities; receiving complaints; documentation; appropriate responses and an understanding of an investigation process
2. Conduct specialized training sessions for staff, supervisors and/or legislative members.

SCOPE OF WORK

The LCC is seeking to contract with an individual(s) or organization to provide respect in the workplace training in accordance with the following criteria:

The contract term will be effective January 1, 2019 through March 31, 2021, with a possible of a mutually-agreed extension through March 31, 2023. Typically, training will occur for each year during the months of January/February and November/December however training occurrences may vary depending on needs. The contractor agrees to provide training for legislative members and staff when requested during this time. Depending on the Legislature's training needs and the contractor's availability, additional training beyond the time periods specified may be requested by the LCC throughout the contract term. It is anticipated that each group training session will be between one and two hours in duration and that there will be a need for between a minimum of four (4) up to a maximum of ten (10) group training sessions for each year of the term of the contract. The number of individuals in attendance for any one group training session may vary from approximately 10 to 150 persons depending on training needs at that time. The anticipated total number of trainings sessions will range from eight (8) to twenty (20) for the

entire term of the contract. The actual number of training sessions will be determined by the Commission.

The contractor must issue a written report to the LCC within four weeks after the conclusion of the contract term period. The report must include a description of the services provided by the contractor for the Commission, observations regarding the group training sessions and contractor's recommendations for future training efforts by the LCC.

QUALIFICATIONS AND REFERENCES

The contractor agrees to provide workplace training via trainers who are qualified and experienced in educating employees on issues in the workplace. Resumes for all professional staff participating in the group trainings must be included in the proposal. The proposal must include contact information for a minimum of three reference organizations to which the contractor has provided similar services in the past and may be contacted.

COST

The proposal must include the contractor's hourly and/or daily rates and other charges for the services provided and must address all other matters required by the specifications. The proposal must also include the anticipated total amount of time that the contractor would need to prepare training curriculum and presentation materials for the group trainings and anticipated time needed for drafting of the written report due after the end of the contract.

TRAINING LOCATION

All group trainings will be held within the Capitol complex at St. Paul, Minnesota. Suitable room(s) will be arranged and provided by the LCC for the training sessions at no cost to the contractor. The room(s) may be equipped, by request of the contractor, with a projector and screen, television set with DVD/VCR media player, laptop computer for PowerPoint presentations, slides and/or easel.

REGISTRATION AND HANDOUTS

The LCC will be responsible for all registration arrangements of the attendees of the group training sessions and for the printing of all handout materials. The contractor will provide the LCC electronic versions of presentation material and other handout documents prior to the implementation of the group training sessions to facilitate the handout preparation efforts.

SELECTION PROCESS AND CONDITIONS

The LCC will select the contractor on the basis of price and quality. Quality includes the appropriateness of the proposed training plan, the relevant qualifications and experience of the firm and of the personnel to be assigned to the work, and the likelihood that the firm will complete the work in a timely fashion. All work product materials and observation reports prepared by the contractor in the performance of its obligations under this agreement are the property of the LCC and must be remitted to the LCC upon completion or termination of this agreement at no additional cost. The consultant must not use, willingly allow the use of, or cause to have the materials used for any purpose other than performance of its obligations under this agreement without the prior written consent of the LCC.

CONSIDERATION OF PROPOSALS

The LCC reserves the right to reject any or all proposals, the right to waive any irregularity, the right to enter into a contract that varies from the specifications or general conditions, and the right to negotiate at any time with those that submit proposals or with any other party. The LCC will not necessarily select the proposals that offer the lowest price; the LCC reserves the right to consider price, quality, reliability, convenience, and any other factors that the LCC deems relevant.

GENERAL TERMS AND CONDITIONS

A. “LCC” or “Commission” means the Minnesota Legislative Coordinating Commission. In matters arising out of this proposal or out of any resulting contract, the authorized agent for the LCC is the Chair of the Legislative Coordinating Commission or the Director of the Legislative Coordinating Commission.

B. The LCC reserves the right to reject any and all consultant proposals received as a result of this Request for Proposals, or to negotiate separately with any consultant in any manner necessary.

C. Proposals will be received and considered in accordance with Minnesota Statutes Section 13.591, subdivision 3, Business as Vendor, paragraph (b) which provides as follows:

“(b) Data submitted by a business to a government entity in response to a request for proposal, as defined in section 16C.02, subdivision 11, are private or nonpublic until the time and date specified in the solicitation that proposals are due, at which time the name of the responder becomes public. All other data in a responder's response to a request for proposal are private or nonpublic data until completion of the evaluation process. For purposes of this section, "completion of the evaluation process" means that the government entity has completed negotiating the contract with the selected vendor. After a government entity has completed the evaluation process, all remaining data submitted by all responders are public with the exception of trade secret data as defined and classified in section 13.37. A statement by a responder that submitted data are copyrighted or otherwise protected does not prevent public access to the data contained in the response.

If all responses to a request for proposal are rejected prior to completion of the evaluation process, all data, other than the names of the responders, remain private or nonpublic until a resolicitation of the requests for proposal results in completion of the evaluation process or a determination is made to abandon the purchase. If the rejection occurs after the completion of the evaluation process, the data remain public. If a resolicitation of proposals does not occur within one year of the proposal opening date, the remaining data become public.”

D. The LCC reserves the right to require a consultant to make an oral presentation of its proposal to the LCC to permit a better understanding of the specifics of a consultant’s proposal.

E. The LCC is not responsible for any cost incurred by the consultant in responding to this Request for Proposals.

F. Payment for any contract entered into as a result of the Request for Proposals will be made on a negotiated periodic basis after receipt of billings accompanied by the appropriate verification of work time and satisfactory completion of tasks to billing date. In accordance with Minnesota Statutes 3.225, subdivision 6, paragraph (b), no more than 90 percent of the amount due under the contract may be paid until the LCC’s authorized agents have certified that the consultant has satisfactorily fulfilled the terms of the contract.

G. All contractors and subcontractors must conform to the labor laws of the State of Minnesota, and to all other laws, ordinances and legal requirements affecting the work in this state. The consultant must conform with and agree to the provisions of Minnesota Statutes, Section 181.59, which prohibits discrimination in the hiring of labor by reason of race, creed, or color. That statute reads as follows:

181.59 DISCRIMINATION ON ACCOUNT OF RACE, CREED OR COLOR PROHIBITED IN CONTRACT.

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees:

- (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or Contractor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
- (2) That no contractor, material supplier, or Contractor, shall, in any manner, discriminate against, or intimidate, or present the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color
- (3) That a violation of this section is a misdemeanor; and
- (4) That this contract may be cancelled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

H. In accordance with Minnesota Statutes, section 176.182, the consultant must provide to the LCC acceptable evidence of compliance with the worker's compensation insurance coverage requirement of Minnesota Statutes, section 176.181, subdivision 2.

I. If the amount of this contract exceeds \$100,000 and the consultant has employed more than 40 full-time employees in this state or in the state in which the consultant has its primary place of business on a single working day in the 12 months immediately preceding the due date for the proposal, the consultant must comply with the affirmative action plan requirements of Minnesota Statutes, section 363A.36, as follows:

(a) If the 40 full-time employees were employed in Minnesota, consultant must, prior to submission of the proposal, either have a certificate of compliance issued by Minnesota Commissioner of Human Rights or that commissioner must have received from the consultant an application for such a certificate. Prior to signing a contract resulting from a successful proposal, the consultant must have the certificate of compliance.

(b) If the consultant did not have more than 40 full-time employees in Minnesota but did have that number in another state in which the consultant has its primary place of business, the consultant must, prior to signing a contract resulting from a successful proposal, either have a certificate of compliance issued by the Minnesota Commissioner of Human Rights or certify that the consultant is in compliance with federal affirmative action requirements.

As required under Minnesota Rules, part 5000.3600, subpart 9: Minnesota Statutes, section 363A.36, and Minnesota Rules, parts 5000.3400 to 5000.3600, are hereby incorporated into this Request for Proposals and will be incorporated into any resulting contract, by reference. A copy of that statute and those rules are available to the consultant from the LCC upon request.

J. As required by Minnesota Statutes, section 270C.65 subdivision 3, a consultant must provide to the LCC either its federal taxpayer identification number, its Social Security number, or its Minnesota tax identification number (if applicable). This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require consultant to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment and audit of state obligations. These numbers will not be made available to any other person without the express written permission of the consultant.

K. The Contractor certifies its compliance with Minnesota Statutes 3.225 and 3.226, in the execution and performance of this Contract.

L. The consultant must agree to comply with the Government Data Practices Act, Minnesota Statutes, chapter 13, as it applies to all data provided by the LCC in accordance with this agreement and as it applies to all data created, gathered, generated, or acquired in accordance with this agreement.

All work products and interim and final reports prepared by the consultant in the performance of its obligations under this agreement are the property of the LCC and must be remitted to the LCC upon completion or termination of this agreement. The consultant must not use, willingly allow the use of, or cause to have the materials used for any purpose other than performance of the obligations under this agreement without the prior written consent of the LCC.

M. Work must begin within the timeframe set in the signed contract between the LCC, and the consultant. The signed contract will terminate upon full performance by all parties of the contract agreement.

N. This contract may be terminated by the LCC as permitted under Minnesota Statutes 3.225, subdivision 6, in whole or in part, whenever the LCC determines that termination is in the interest of the LCC. The LCC will pay all reasonable costs associated with this contract that the consultant has incurred up to the termination date of the contract and all reasonable costs associated with termination of the contract.