

THE KRESGE FOUNDATION

Request for Proposals: Community Development Landscape Analysis
Fresno, CA

Issued by Kresge's American Cities Program

Issue Date: December 6, 2022

Proposal Due Date: January 13, 2023

Submit Proposals to: Sidra Fatima, Program Officer

sfatima@kresge.org

Background:

The Kresge Foundation, through this Request for Proposals (RFP), seeks a consultant to provide its American Cities program with a landscape analysis of the community and economic development ecosystem of Fresno, CA. Fresno is one of four cities across the country where Kresge deeply invests in community development. The American Cities Program seeks to holistically current issues relevant to residents of Fresno and include community voice in our grantmaking strategies. “Community” is viewed as a multidimensional social identity at the intersection of race/ethnicity, gender expression, disability, legal status, and geography.

The foundation is interested in learning more about the existing community development ecosystem in Fresno, and the unique opportunities to pursue equitable development in the city going forward. The assessment should collate readily available and, if necessary, new information to identify and detail the existing assets of Fresno’s community development ecosystem, overarching resident needs, current gaps, and barriers in access to the needs and services that contribute to economic disparities and poor economic outcomes in communities of color, and work currently being done to improve economic opportunities in Fresno.

Proposals are due by Friday, January 13, 2023. Kresge will make selections by February 3, 2023, with work to begin February 13, 2023. We anticipate this scope of work to last no longer than five months.

About The Kresge Foundation

Based in Troy, MI, The Kresge Foundation is one of the largest private foundations in the United States with a \$4.2 billion endowment. Annually, Kresge makes more than four hundred grants to nonprofits with an annual give that has averaged around \$130 million in recent years. Kresge works strategically to find the intersections between eight programs and practices to expand opportunity in America’s cities. We work deeply in places like Detroit, New Orleans, Memphis, and Fresno. We also fund work nationally, to improve systems and advance equitable policies nationwide. We use an array of flexible grantmaking and social investment tools, including general operating support, project grants, planning grants and impact investments.

The work of the Kresge Foundation is done with intentional focus on racial equity. We center equity as one of our organizational values. To us, equity means that all people – regardless of race, ethnicity, gender, or any other consideration – have the chance to reach their full potential. We promote an inclusive culture that embraces our shared humanity while critically examining the racial, cultural, and social context of systemic inequities in our society. We believe that equity is both a process and an outcome, and therefore are compelled to relentlessly use our power to dismantle barriers that impede equitable opportunity within our own organization, and for the communities that we serve.

For more information about the foundation, visit kresge.org.

About the American Cities Program

The American Cities Program's overall mission is to expand opportunity by promoting effective and inclusive community development practice in American cities, with focus in New Orleans, Memphis, and Fresno. The program holds a vision for the future where previously under-resourced places are resilient, offer a high quality of life, and provide easy-to-access pathways to wealth and economic mobility, while celebrating its unique cultures and reflecting the power, priorities, and preferences of its residents. This work is informed by the Foundation's long-standing work on urban opportunity, our Place-Based work in Detroit, the approaches of Kresge's national programs, and the insights of community partners.

We approach this work through Place-Based practice, seeking to deeply understand local context, form candid relationships with local leaders and partners, and build on existing initiatives and momentum. The American Cities Program seeks to:

- Execute aligned, cross-disciplinary mutually reinforcing strategies at the neighborhood, city, county/region, state, and national levels;
- Promote long-term, cross-sectoral change including shifts in community power structures, ways of working, and the centering of racial equity and inclusion; and
- Provide national resources, including the research and thought leadership of Kresge's national partners, connections to national funders, and connections to peers in other cities

The American Cities Program also focuses on catalyzing change by funding equitable community and economic development initiatives which emphasize resident-informed or driven, cross-sector and cross-disciplinary approaches. The team makes grants in inclusive community and economic development including investing in cross-sector planning and collaboration, community development organizations' capacity, housing and corridor development, public spaces, placemaking, community organizing and advocacy. This work is intended to align with and reinforce the work of Kresge's discipline-based national programs (i.e., Arts & Culture, Education, Environment, Health, and Human Services) in specific cities.

Consultant Role and Deliverables

We expect the consultant to complete a landscape scan of the community development ecosystem of the Kresge focus city, Fresno, CA.

The key deliverable will be a detailed analysis of the community and economic development ecosystem in Fresno to inform funding priorities at the neighborhood level. The selected consultant will work with the team to further define the scope of inquiry after preliminary conversations

The consultant will have access to secondary sources of data collected by the foundation and its partners. The consultant can also conduct interviews and focus groups to produce a qualitative analysis, if needed. This report shall be used for internal purposes by foundation staff to inform grantmaking strategies and will also serve as a resource to other funders.

- Memo or white paper of findings not to exceed 50 pages;
- Summary one-pager based on the memo;
- Maps of relevant data and findings – highlighting key areas, critical projects or areas of high activity; and

- Presentation of findings to the American Cities Program and Kresge teams, and the foundation's community development funding partners in Fresno.

Scope of Work (“Project”)

- Key Actors
 - a. Analysis of key community development organizations, implementation organizations, neighborhood anchors, funders, intermediaries, and formal and informal networks of community development practitioners. Indication of community-based organizations leading community development (economic development, and physical improvement) at the neighborhood level
 - b. Key stakeholders, opportunities, and challenges that shape community development work in Fresno
 - c. Key players that work on issues of climate and environmental justice in Fresno
- Sector Analysis
 - a. An analysis of issue area(s) currently addressed by the community development sector in Fresno (e.g., affordable housing stabilization, commercial corridor improvements, inclusive economic development, environmental sustainability, or arts and culture work) including areas of overlap, and coverage gaps.
 - b. Sector-wide strengths, gaps, and identification of major challenges (SWOT analysis)
 - c. An analysis of the sector's relationship to political priorities at the municipal, regional and/or state levels
- Citywide High-Level Analysis
 - a. Analysis of infrastructure layout (including transportation, housing, energy, and related infrastructure). This could include, but is not limited to, an overview of upcoming local, regional, and state infrastructure investments. Evaluation of how much community development corporations and other stakeholders are involved in decision-making processes, and recommendations for how these investments can be inclusive in the development process.
 - b. Analysis of neighborhood typologies, demographic breakdown including socioeconomic status, race/ethnicity, among other indicators
- Neighborhood Analysis
 - a. Identification and analysis of high-need neighborhoods, tracts, or sub-geographies within Fresno where social and economic challenges are highest; underfunded (e.g., areas of high poverty and areas most vulnerable to climate change, displacement, etc.)
 - b. Through a racial and social equity lens, an analysis of how the sector serves or impacts quality of life outcomes for low-income residents and Black, Indigenous, and People of Color (BIPOC) residents.

Consultant Skills, Experience and Attributes

We are seeking a consultant who has:

- Deep familiarity and relationships with local and regional community development organizations, practitioners, institutions, and networks, as well as political landscape, and progressive, social justice organizations;

- Thorough knowledge of issues affecting community development throughout Fresno, and understanding of broader politics and dynamics of the region;
- Exceptional writing skills;
- Skills in innovative approaches to analyzing quantitative and qualitative data;
- Experience in community engagement, organizing/advocacy, methodology design, and project management;
- Experience working with advisory committees, community organizations, and diverse stakeholders; and
- Understands the demographic composition and historical/cultural context in Fresno.
- Is aligned with the foundation's priority of promoting racial equity.

In your proposal, please include the following contact information:

- Primary contact;
- Telephone, email addresses and phone numbers for the contact and senior staff anticipated to work on the Project;
- The year the consultant's firm or individual practice was established;
- The type of work or specialty, and the size of the firm;
- Summary of ethnicity, race and gender demographics of the firm;
- Describe any diversity, equity and inclusion efforts, programs and/or initiatives, if any, in which your firm is presently engaged;
- The signature of the lead individual and the date of the signature.

In addition to the review and evaluation of the submission and qualifications, the following criteria will inform the selection process:

- Compliance with RFP;
- Qualifications and expertise of the consulting firm and personnel or any subcontractors assigned to the Project and understanding of the Project;
- Satisfactory completion of similar projects for comparable organizations;
- Ability to complete the Project within the time specified;
- Alignment with Kresge's mission to expand opportunities in America's cities;
- Alignment with Kresge values including commitment to furthering racial equity;
- Cost (fee schedule/payment schedule).

DIVERSITY, EQUITY AND INCLUSION

The foundation strives to use all available tools to achieve the greatest possible impact, including grants, impact investments, convenings, communications, and contracts. Reflecting our values and our mission, we seek diversity in all our operations, including hiring and contracting.

We believe diversity encompasses a wide range of characteristics and other factors that, alone or in combination, make each person unique. It includes not only national origin, race, color, disability, ethnicity, age, religion, sexual orientation, gender identity, socioeconomic status, educational background, and family structure, but also diversity of thought, lived experience, and perspective that contributes to identity.

Therefore, as we seek qualified suppliers, vendors, and consultants, we are dedicated to working with businesses that are certified as BIPOC-led, -owned and -majority staffed, and/or firms led, owned and/or majority-staffed by women, LGBTQ persons, those living with disabilities and veterans, new vendors to the foundation, or those headquartered and operating in our focus cities of Detroit, Memphis, New Orleans or Fresno.

We seek out these vendors and encourage them to compete for Kresge's business. We also expect each of our vendors to strive to build and maintain a diverse workforce, provide economic opportunities to other diverse vendors, and to make reasonable efforts to reflect diversity in the teams assigned to any Kresge project.

Please provide the following:

- Summary of ethnicity, race and gender demographics of the respondent firm.
- Describe any diversity, equity and inclusion efforts, programs and/or initiatives in which your firm is presently engaged.

Any responding firm may be required to meet with foundation staff or make an on-site presentation of its capability to perform as described in its proposal to the foundation. The meeting or presentation will be at the respondent firm's expense and will provide an opportunity for the firm to clarify its proposal to ensure a through and mutual understanding. The foundation will schedule any requested meetings or presentations.

Fee

Total respondent firm's fee (or fee schedule/payment schedule) for completion of the Project, including an itemized list of costs necessary to complete the Scope of Work specified in this RFP.

The normal hourly rate of each principal staff member or sub-consultant whose resume is provided or whose job category may be required for this Project and the rate used for providing the requested services.

Timeline/Form Contract

Proposals are due on **January 13, 2023**. The foundation's American Cities Program will review proposals and conduct interviews with selected candidates by January 31, 2023. The Project is expected to be completed by June 30, 2023.

This RFP is an invitation by the foundation for the consultant to submit a proposal, which may be subject to subsequent discussion. Submittal of a proposal does not create any right in or expectation of a contract with the foundation. The foundation reserves the right to reject the proposal and the foundation further declares that it will incur no financial obligations for any costs by any entity/organization in preparation of their proposal. Any contract awarded (in the form of Attachment A) will be made based on evaluation of the response, applying all criteria, and based on qualifications to perform the deliverables.

How to Apply

Please submit your proposal narrative and appendices, via email, by 5:00pm ET on Friday January 13, 2023, to **Sidra Fatima, American Cities Program Officer at sfatima@kresge.org**. *(Please include Fresno Community Development Scan in the subject line of your email).*

Your proposal should not exceed seven pages (including appendices) and should address the following:

1. A summary of relevant experience and qualifications.
2. Your understanding of community development and connection with racial justice.
3. How you might approach this scope of work.
4. The ways in which you would approach the landscape scan applying a racial equity lens.

Please include the following as appendices to your narrative:

1. Budget: Provide an estimated detailed budget, inclusive of all fees.
2. Work sample: Please provide one to two work samples that reflects your relevant experience.
3. References: Provide three references who can provide insights into your relevant previous experience and work.

THANK YOU FOR YOUR INTEREST IN THE KRESGE FOUNDATION

3215 W. Big Beaver
Troy, MI 48084
www.kresge.org

ATTACHMENT A

INDEPENDENT CONTRACTOR CONSULTING SERVICES AGREEMENT

1. PARTIES; EFFECTIVE DATE:

This Independent Contractor Consulting Services Agreement (“Agreement”) is made on or about **{today's date}** (the “Effective Date”), between The Kresge Foundation, a Michigan nonprofit corporation with offices at 3215 West Big Beaver Road, Troy, MI 48084 (“Foundation”) and **{legal name of Consultant}** with offices at **{street address of Consultant}** (“Consultant”) and together referred to as the “Parties” and each a “Party”.

2. EXPERTISE; DESCRIPTION OF SERVICES:

Consultant has expertise and experience specifically set forth in a Statement of Work (“Statement”). Each Statement issued pursuant to this Agreement will be incorporated and made part of this Agreement when signed by authorized representatives of both Parties. Using that expertise, Consultant agrees to provide the goods and services (“Deliverables”) identified in the Statement during the stated time period (“Term”), to meet the stated deadlines and milestones, and to receive the compensation set forth in the Statement.

3. INDEPENDENT CONTRACTOR STATUS:

Consultant is an independent contractor and its performance under this Agreement vests entirely and exclusively in Consultant, with Foundation being concerned solely with the results obtained. Consultant shall exercise its independent and professional judgment in accordance with generally accepted practices and principles of its profession. During the term of this Agreement, Consultant shall devote such time, energy, and skill necessary to perform stated services in a timely manner.

Neither Consultant nor any of its employees, agents, contractors, or volunteers are employees of Foundation and are not eligible to participate in any pension, health, or other employee benefit of Foundation. Consultant and its employees and other individuals are not subject to Foundation’s work rules or employment policies.

Consultant shall be responsible for the provision of the equipment and facilities necessary for the purpose of providing Deliverables and for all expenses incurred while performing services under this Agreement. This includes, but is not limited to, taxes and insurance (including, without limitation, workers’ compensation insurance, Social Security and income taxes), licensure, memberships, dues, premiums, automobile and other travel expenses, meals and entertainment, insurance premiums, compensation and benefits for Consultant employees and contractors. No expenses of Consultant shall be reimbursed unless expressly set forth in the Statement and unless Consultant provides Foundation documentation acceptable to Foundation. All expenses that are reimbursed by the Foundation will be included as compensation to Consultant.

Neither Foundation nor Consultant has the authority to bind the other to any obligations to a third party. The services rendered by Consultant are personal and this Agreement may not be assigned or subcontracted without the prior, written permission of Foundation.

Consultant shall provide Foundation with a completed IRS Form W-9 and any other documentation and information requested by Foundation to comply with tax and other legal requirements or Foundation business practices.

4. CONFIDENTIALITY:

Consultant shall treat as confidential any nonpublic information and documents received from Foundation (by way of example, financial, technical, and strategic; information about grantees, prospective grantees, community collaborators, and Foundation staff; data and proposals) (collectively, "Information"). Consultant shall not disclose Information to any person, including governmental agencies, except as authorized by Foundation or as required by law pursuant to subpoena or court order. Disclosure to Consultant staff shall be solely on a "need to know" basis. Consultant shall not use Information except for the benefit of Foundation and solely for the project set forth in this Agreement and any accompanying Statement. Consultant shall return all copies of Information to Foundation or shall delete/destroy such Information upon the request of Foundation or upon the termination of this Agreement, whichever comes first. No obligations of confidentiality extend to any information that was previously known to Consultant, independently developed by Consultant without access to Foundation confidential information, received by Consultant from a third party outside of this Agreement, or in the public domain. When in compliance with 18 U.S.C. § 1833(b), Consultant may disclose, in confidence, trade secrets to Federal, State, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. Consultant may disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b).

5. FOUNDATION OBLIGATIONS; COMPENSATION:

As consideration for Consultant's performance of Consultant's obligations under this Agreement, Foundation agrees to pay the amounts set forth in each of the applicable Statements of Work, to Consultant, unless otherwise expressly set forth in this Agreement. Foundation shall timely provide its personnel, information, or other resources specified in the Statement as the responsibility of Foundation. Consultant shall invoice Foundation in accordance with the compensation/fees and timeline provided for in the Statement. Foundation shall pay Consultant the fees for Deliverables set forth in the Statement. Fees shall be paid forty-five (45) days after receipt by Foundation of an invoice from Consultant providing detail as to the Deliverable that is the subject of the invoice and provided that Foundation has "accepted" the Deliverable as conforming as set forth in Section 6 below. If a Statement results in payment by Foundation of any fees prior to its receipt of Deliverables, Foundation shall be entitled to a refund in the event of nonconforming Deliverables as set forth below.

6. ACCEPTANCE/REJECTION:

Deliverables are accepted thirty (30) business days after delivery unless, within those 30 days, Foundation advises Contractor in writing that the Deliverables were inconsistent with the descriptions or specifications in the applicable Statement or were otherwise unsatisfactory. In such case, the parties shall promptly confer to discuss and remedy any concern of Foundation. Consultant shall immediately use its best efforts to remedy any nonconformity within five (5)

business days. In the event Consultant is unable to remedy such nonconformance, Foundation and Consultant will either agree to a reduced fee for the Deliverable or Foundation may reject the Deliverable and obtain a refund of all fees and expenses paid for such Deliverable.

7. OWNERSHIP OF DELIVERABLES:

Foundation owns all right, title and interest, including intellectual property rights, in and to all workproduct, nonpublic ideas, discoveries, know-how, domain names, social media accounts, and materials created by Consultant under this Agreement, including Deliverables (collectively, "Workproduct"). All copyrightable Workproduct is a "work made for hire." Consultant agrees to disclose Workproduct to Foundation and hereby assigns to Foundation all rights, title and interest in Workproduct, including patent, copyright, trademark, and trade secret rights. Nothing in this Section divests Consultant of its right to use public domain, nonconfidential knowledge, information, concepts, ideas, and methods. Deliverables prepared for the Foundation by Consultant may be used as examples of work for Consultant's portfolio, provided that (i) Consultant has obtained Foundation's prior written consent for such use and (ii) the information contained in such examples does not breach the requirement of confidentiality as outlined in Section 4 of this Agreement.

8. NOTICES:

All notices required and permitted under this Agreement shall be in writing and shall be deemed effectively delivered when delivered in person, by courier, by email/facsimile (with a hard copy deposited in the United states mail), or deposited in the United States mail (postage prepaid) addressed to an officer or owner of the receiving party at the address set forth above or such address as provided in writing and if to the Foundation, to the department contact as provided for in the Statement.

9. DISPUTE RESOLUTION; ARBITRATION:

All disputes or claims arising out of or relating to this Agreement not otherwise settled through good faith negotiations shall be settled by arbitration, to be conducted by a single arbitrator in Troy, Michigan. The costs of the arbitration and the reasonable attorneys' fees of the prevailing party shall be included in any award rendered by the arbitrator. Judgment upon the award may be entered in any court having jurisdiction thereof. Neither party shall disclose the existence, content or result of any arbitration proceeding without the prior written consent of the other.

10. LIMITATION OF LIABILITY FOR DAMAGES:

Foundation shall not be liable for indirect, incidental, consequential, special, punitive or exemplary damages, or lost profits or business interruption losses in connection with this Agreement. Direct damages shall be limited to compensation and expense reimbursement owing (if any) to Consultant.

11. TERM AND TERMINATION:

This Agreement shall remain in effect unless either Party delivers written notice of termination of the Agreement to the other Party or there isn't a corresponding Statement of Work for a period of

more than 24 consecutive months, at which point the Agreement terminates automatically. Either Party may terminate this Agreement for material breach by the other that is not remedied within five (5) days written notice. Foundation may terminate this Agreement for convenience and without cause at any time by providing the other Party written notice at least 30 days prior to the termination date designated in that notice. If Foundation terminates for convenience, it shall be responsible for payment of all Deliverables received and accepted and for expenses incurred by Consultant prior to termination and for which Foundation agreed to reimburse.

Unless Foundation, in its sole discretion, decides to terminate the Agreement and performance of services pursuant to a Statement of Work, all Statements of Work entered into prior to the termination of this Agreement will remain in full force and effect beyond such termination until the Parties have fulfilled their obligations under such Statements of Work. However, the Parties will not execute any further Statements of Work after any termination of this Agreement unless the Parties enter into a new Independent Contractor Consulting Services Agreement.

Each Statement of Work will include a Term/Period of Performance for Deliverables to be provided to the Foundation.

In the event of a conflict between the terms of this Agreement and any Statement, the terms of this Agreement will control unless the Statement explicitly states that such terms will not apply but will be superseded by the relevant provisions of that Statement for purposes of that Statement.

12. INDEMNIFICATION:

Consultant shall indemnify and hold harmless, and agrees to defend the Foundation and its trustees, officers, employees, volunteers, and any other agents, from any loss, liability, claims, damages, and expenses, including legal fees and court costs, arising from a breach by Consultant of any obligation under this Agreement.

13. GENERAL TERMS:

This Agreement contains the entire Agreement of the parties with respect to the stated subject matter and supersedes any prior written or oral understanding between the parties. It may be amended only by a signed writing between parties specifically referencing this Agreement. It may be executed in counterparts. Photocopies and electronic signatures shall have the same legal effect as physical copies bearing original signatures. This Agreement shall be governed by the copyright and trademark laws of the United States and the laws of the State of Michigan.

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, it shall be deemed revised in a manner to be valid and enforceable consistent with the intent of the parties set forth in that provision, and the remaining provisions shall continue to be valid and enforceable.

No waiver of any right under this Agreement shall be implied. The failure of either party to enforce any provision of this Agreement shall not affect the right of that party to demand compliance with or enforce such right.

This Agreement will be binding upon, and inure to the benefit of, the permitted successors-in-interest of a Party hereto who agree in writing, for the express benefit of the other party, to assume all of the obligations of such party under this Agreement; provided, however, that this Agreement and the rights and obligations under this Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent will not unreasonably be withheld or delayed. Notwithstanding the foregoing, Consultant may assign this Agreement to any corporate parent, affiliate or subsidiary or purchaser of the majority of its stock or assets without the prior written consent of the Foundation. Any assignment or attempted assignment of this Agreement not permitted by this Section will be void.

This Agreement shall be effective on the date first stated above (Effective Date) once signed below by electronic or handwritten signature and may be executed in counterpart, and photocopy, facsimile, electronic or other copies and counterparts shall be considered valid and have the same effect for all purposes as the original.

AGREED AND ACCEPTED:

Agreed To By: _____
Rip Rapson, CEO & President
The Kresge Foundation
Date

OR

Agreed To By: _____
Amy B. Robinson, VP, CFO, & CAO
The Kresge Foundation
Date

And

Agreed To By: _____
Name {Consultant Name, Title} Date
Company {legal name of Consultant}