



REQUEST FOR PROPOSALS

Notice is hereby given that proposals will be received by the City of Edmonds, Washington for:

**RFP #2022-HR01
Race Equity Diversity Inclusion (REDI)
Program Manager Services**

By filing with the City Clerk's office (First Floor) at City Hall, 121 Fifth Avenue North, Edmonds, WA 98020 by:

Date: **August 15, 2022**
Time: **4:30 pm**

Upon the City's discretion, proposals submitted after the due date and time may not be considered. Proposers accept all risks of late delivery of mailed proposals regardless of fault.

Detailed Request for Proposal (RFP) information including general information, requested services, proposal requirements, and evaluation process is available from the City Clerk's Office located at the above address or by calling (425) 775-2525. The RFP is also available on the City's website at:

<http://www.edmondswa.gov/doing-business/bids-rfps-and-rfqs.html>

The City has complete discretion in the evaluation of the proposals. The City reserves the right to reject any and all proposals and to evaluate proposals even when the information provided is not complete. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

The City is an equal opportunity employer and requires all Proposers to comply with policies and regulations concerning equal opportunity. The Proposer, in performance of the Contract, agrees to not discriminate because of race, color, religion, creed, national origin, ancestry, sex, pregnancy, marital status, sexual orientation, gender identity, gender, age, disability-sensory, mental or physical, the use of a trained guide or service animal by a person with a disability, honorably discharged veteran or military status, or other protected status.

Dated this ___ day of ____ 2022.

**CITY OF EDMONDS
REQUEST FOR PROPOSALS FOR
REDI PROGRAM MANAGER SERVICES**

The City of Edmonds is seeking a consultant to help prioritize and advance its race, equity, diversity and inclusion goals and strategies and invites interested and well-qualified individuals and firms to submit written proposals to provide Race, Equity, Diversity and Inclusion (REDI) Program Manager services.

REDI Program Manager Position

Under the direction of the Mayor, the City's REDI Program Manager will provide City-wide leadership to advance the City's goals. The position, which is expected to be in place for **three (3) years**, will provide advice and consultation to City departments on equity and inclusion principles and practices; provide strategic technical guidance and policy direction of the City's diversity, equity, and inclusion efforts, help coordinate the implementation of the City's Equity Roadmap and oversee the update of the Roadmap as needed, and facilitate the City's Organizational Equity Team.

The successful proposer will have a passion for racial equity, an understanding of systems-level versus individual-level change, transactional and transformational change, an ability to effectively impart the urgency and importance of the efforts to diverse audiences, and the ability to deliver clear outcomes and measure impact, especially although not exclusively as it relates to racial equity and improving outcomes for Black, Indigenous and People Of Color (BIPOC) communities.

The REDI Program Manager will be responsible for complex projects and activities that require a high degree of specialized knowledge relating to social justice policies, practices and procedures; advancing the strategic direction of REDI initiatives for City staff and the community. The REDI Program Manager will ensure that programs and initiatives are implemented in scale and time with the changing community needs and priorities, and will collaborate with cohorts regionally, statewide and nationally to stay informed of trending and relevant REDI ideas and best practices.

Scope of Services

As this is a new initiative at the City, the REDI Program Manager should expect to undertake data collection to establish a baseline for the program, and to make recommendations and provide an initial report to the Mayor. The full scope of the REDI Program Manager services that are the subject of this Request for Proposals (RFP) should include but may not be limited to:

- Leading, informing, and influencing systemic change to develop equity in City programs, policies and practices to dismantle structural and institutional racism.
- Understanding and working to eliminate disparities where intersections of race and other marginalized status, including gender, disability, color, language, immigration status, age, veteran's status, and sexual orientation occur.
- Serving as an overall manager of the City's Equity Roadmap Plan and assisting departments in implementation of their departmental roadmaps.

- Convening and leading ongoing community connections that sustain equitable and inclusive outreach and engagement.
- Serving as a trusted advisor to department management teams, building and maintaining collaborative relationships to further the work of the REDI initiatives.
- Fostering a welcoming climate and city culture in order to cultivate trust and sense of belonging.
- Determining diversity data that will help drive the City's REDI initiatives; collecting, tracking, and analyzing diversity data; and measuring the City's race, equity, diversity, and inclusion program effectiveness against established goals and initiatives.
- Coordinating with City staff to gather and analyze metrics and demographic data to promote equity in service and program outcomes.
- Coordinating with stakeholders from across the City to develop organizational policies and practices.
- Coordinating, planning and executing race, equity, diversity and inclusion initiatives and events.
- Serving as a resource to create and manage equity, diversity, and inclusion content for the intranet, external sites, and contribute to the development of outward-facing platforms.
- Developing, coordinating, and conducting training on race and equity, empowering others to undo structural racism.
- Facilitating the organizational equity team; and developing, supporting, implementing, and championing race, equity, diversity, and inclusion initiatives City-wide and in the community.
- Performing outreach to the community, including hosting and/or attending special events, promoting civic engagement, community collaboration and building relationships.
- Providing subject matter expertise to the City's commissions, such as the Diversity Commission and Youth Commission, as requested.
- Assisting the Mayor with other related projects as assigned.

The contracted services are intended to begin in October 2022.

Required Knowledge and Skills

Required knowledge of:

- Outreach tools and strategic assessments;
- Best practices to promote diversity, equity, and inclusion and ways to break down systemic barriers to access and participation in local government and programs;
- Methods and techniques of data collection, research, and report preparation, including public opinion research and public involvement strategies;
- Pertinent federal, state, and local laws, codes, and regulations;
- Local, regional, state, and federal government organizations and functions;
- Project management and program planning, including the principles and practices of strategic planning, particularly in a municipal setting;
- Various social media platforms and effective digital media outreach to include development and production of support materials; and
- Modern practices of group facilitation and leadership.

Required skill in:

- Leading cultural change and team building with multiple stakeholders and interests;
- Public communication, and development and production of support materials;
- Applying quantitative and qualitative analysis and evaluation;
- Oral and written communication and developing and delivering presentations;
- Effectively engaging in and sustaining relationships with people from diverse cultures and socioeconomic backgrounds;
- Facilitation of community collaborations and partnerships;
- Organizing, prioritizing, planning, scheduling and following up on tasks, elevating issues or obtaining additional resources when necessary;
- Planning, implementing events, programs, workshops;
- Working collaboratively with diverse leaders, government officials and media, and establishing and maintaining effective working relationships with City and Community leaders;
- Communicating non-judgmentally and in an open manner and utilizing effective interpersonal skills; and
- Establishing, delivering, and monitoring effective training programs.

Minimum Qualifications**Education and Experience:**

A bachelor's degree from an accredited college or university with major coursework in psychology, sociology, anthropology, society & justice, race, gender, or ethnic studies, human resources, community development, communications, or other related field. At least four years' experience, in diversity, equity, and inclusion program development, management, and outreach. Experience in a municipal environment preferred. A combination of education, experience, and training that allows the proposer to successfully perform the essential functions of the position will be considered.

Bilingual capabilities preferred.

Must be able to pass a city background check.

Required Licenses or Certifications:

Driver's license required if operating City vehicles or operating personal vehicles for City business.

Compensation

The City and any proposer selected for REDI Program Manager services will enter into a Professional Services Agreement in substantially the form set forth in **Attachment 1** hereto, which will address compensation. Proposals are required to set forth the fees or fee structure to be charged for proposed services.

Selection Process

The deadline for submitting a proposal to the City of Edmonds is August 15, 2022. All proposals shall be reviewed and screened by a Selection Committee based upon the qualifications and requirements outlined in this RFP. The Selection Committee may include, but is not limited to, the Human Resources Director, other Department Directors, Police Chief, and other designated City staff. It is anticipated that finalists will be invited for interviews during the week of October 3rd, 2022. The Selection Committee then plans to make a recommendation to the City Council for consideration at the City Council's Regular Business Meeting on October 18, 2022. Should there be a need to change this schedule, finalists selected to interview will be notified in advance of these changes.

Instructions to Reply to this Request for Proposals

To reply to this RFP, please submit five (5) copies of the information requested below in one packet to be mailed or hand-delivered to:

City Clerk's Office
Attention: REDI Program Manager Services Proposal
Edmonds City Hall
121 Fifth Avenue North, First Floor
Edmonds, WA 98020

Requested Information

The City requests the following information from proposers. Proposers may also submit additional information they would like considered.

1. The proposer's resume, including employment history since at least 2015;
2. The proposer's cover letter and statement of professional qualifications for providing REDI Program Manager services, including information on education and experience with REDI programs or similar services;
3. The proposer's understanding of the type and level of services needed;
4. The proposer's intended approach to providing the services;
5. A statement of the proposer's approach to countering implicit bias¹;

¹ By definition, implicit biases are those we carry without awareness or conscious direction. It is the result of our human brains using schemas to organize information into categories, mostly on an unconscious level. Implicit bias does not mean that we hide our prejudices – we literally do not know we have them. A large body of research suggests that by virtue of living in a racialized society, implicit bias impacts both individual judgment and institutionalized policies and practices. As such, it inevitably impacts interactions with others and the processes in which we engage. Cited from *Public Sector Jobs: Opportunities for Advancing Racial Equity* by the Local and Regional Government Alliance on Race & Equity. See: <https://www.racialequityalliance.org/resources/public-sector-jobs-opportunity-for-advancing-racial-equity/>.

6. All other clients represented by the proposer;
7. Affiliations or clients that could cause conflicts of interest regarding City matters, if any;
8. Any pending litigation or judgments rendered against the proposer that relate in any manner to the professional activities of the proposer;
9. The proposed compensation structure for services rendered; and
10. Contact information, including email addresses and telephone numbers if available, for three (3) professional references.

The City reserves the right to reject all proposals, to request additional information concerning any proposal and to interview any proposer.

ATTACHMENT 1

**PROFESSIONAL SERVICES
AGREEMENT**

THIS AGREEMENT (“Agreement”) is made and entered into between the City of Edmonds, hereinafter referred to as the “City,” and _____, hereinafter referred to as the “Consultant.”

WHEREAS, the City desires to engage the professional services and assistance of an individual or consulting firm to provide Race Equity Diversity and Inclusion (REDI) Program Manager services; and

WHEREAS, the Consultant has the necessary skills and experience, and desires to provide such services to the City;

NOW, THEREFORE, in consideration of the mutual benefits accruing, it is agreed by and between the parties hereto as follows:

1. **Scope of services.** The scope of services shall include all services and material necessary to accomplish the above mentioned objectives in accordance with the Scope of Services that is marked as Exhibit A, attached hereto and incorporated herein by this reference.

2. **Payments.** The Consultant shall be paid by the City for completed work for services rendered under this Agreement as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work.

A. Payment for work accomplished under the terms of this Agreement shall be on a time and expense basis as set forth in Exhibit A; **provided**, in no event shall the payment for work performed pursuant to this Agreement exceed the sum of _____ DOLLARS (\$____.00).

B. All vouchers shall be submitted by the Consultant to the City for payment pursuant to the terms of this Agreement. The City shall pay the appropriate amount for each voucher to the Consultant. The Consultant may submit vouchers to the City monthly during the progress of the work for payment of completed phases of the project. Billings shall be reviewed in conjunction with the City’s warrant process. No billing shall be considered for payment that has not been submitted to the City three (3) days prior to the scheduled cut-off date. Such late vouchers will be checked by the City and payment will be made in the next regular payment cycle.

C. The costs records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City for a period of three (3) years after final payment. Copies shall be made available upon request.

3. **Ownership and use of documents.** All research, tests, surveys, preliminary data, reports, and any and all other work product prepared or gathered by the Consultant in preparation for the services rendered by the Consultant under this Agreement shall be and are the property of the Consultant, **provided, however**, that:

A. All final reports, presentations, documentation and testimony prepared by the Consultant shall become the property of the City upon their presentation to and acceptance by the City and shall at that date become the property of the City.

B. The City shall have the right, upon reasonable request, to inspect, review and copy any work product during normal office hours. Documents prepared under this Agreement and in the possession of the Consultant may be subject to public records request and release under Chapter 42.56 RCW.

C. In the event that the Consultant shall default on this Agreement, or in the event that this Agreement shall be terminated prior to its completion as herein provided, the work product of the Consultant, along with a summary of work done to date of default or termination, shall become the property of the City and tender of the work product and summary shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost.

4. **Term of Agreement / Time of performance.** This Agreement shall commence on the date set forth below and remain in effect through October 18, 2025. The Consultant shall perform the work authorized by this Agreement promptly in accordance with the receipt of the required governmental approvals.

5. **Indemnification / Hold harmless agreement.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses, demands, or suits at law or equity arising from the acts, errors or omissions of the Consultant in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

The Consultant shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

6. **General and professional liability insurance.** The Consultant shall obtain and keep in force during the term of this Agreement, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the State.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall be written with limits no less than one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.
- D. Professional liability insurance in the amount of one million dollars (\$1,000,000).

Excepting the Worker's Compensation Insurance and Professional Liability Insurance secured by the Consultant, the City will be named on all policies as an additional insured. The Consultant shall furnish the City with verification of insurance and endorsements required by the Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The Consultant shall submit a verification of insurance as outlined above within fourteen days of the execution of this Agreement to the City.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the City.

The Consultant's professional liability to the City shall be limited to the amount payable under this Agreement or one million dollars (\$1,000,000), whichever is the greater, unless modified elsewhere in this Agreement. In no case shall the Consultant's professional liability to third parties be limited in any way.

7. **Discrimination prohibited.** The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, sex, sexual orientation, marital status, veteran status, liability for service in the armed forces of the United States, disability, or the presence of any sensory, mental or physical handicap, or any other protected class status, unless based upon a bona fide occupational qualification.

8. **Consultant is an independent contractor.** The parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee or representative of the Consultant shall be deemed to be an agent, employee or representative of the City for any purpose. The Consultant shall be solely responsible for all acts of its agents, employees, representatives and subcontractors during the performance of this Agreement.

9. **City approval of work and relationships.** Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City. During pendency of this Agreement, the Consultant shall not perform work for any party with respect to any property located within the City of Edmonds or for any project subject to the administrative or quasijudicial review of the City without written notification to the City and the City's prior written consent.

10. **Termination.** This being an Agreement for professional services, either party may terminate this Agreement for any reason upon giving the other party written notice of such termination no fewer than ten (10) days in advance of the effective date of said termination.

11. **Integration.** The Agreement between the parties shall consist of this document and the Scope of Services and fee schedule attached hereto as Exhibit A. These writings constitute the entire Agreement of the parties and shall not be amended except by a writing executed by both parties. In the event of any conflict between this written Agreement and any provision of Exhibit A, this Agreement shall control.

12. **Changes/Additional Work.** The City may engage the Consultant to perform services in addition to those listed in this Agreement, and the Consultant will be entitled to additional compensation for authorized additional services or materials. The City shall not be liable for additional compensation until and unless any and all additional work and compensation is approved in advance in writing and signed by both parties to this Agreement. If conditions are encountered which are not anticipated in the Scope of Services, the City understands that a revision to the Scope of Services and fees may be required. Provided, however, that nothing in this paragraph shall be interpreted to obligate the Consultant to render services, or the City to pay for services rendered, in excess of the Scope of Services in Exhibit A unless or until an amendment to this Agreement is approved in writing by both parties.

13. **Standard of Care.** The Consultant represents that the Consultant has the necessary knowledge, skill and experience to perform services required by this Agreement. The Consultant and any persons employed by the Consultant shall use their best efforts to perform the work in a professional manner

consistent with sound practices, in accordance with the schedules herein and in accordance with the usual and customary professional care required for services of the type described in the Scope of Services.

14. **Non-waiver.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

15. **Non-assignable.** The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

16. **Covenant against contingent fees.** The Consultant warrants that he/she/they has/have not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he/she/they has/have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

17. **Compliance with laws.** The Consultant in the performance of this Agreement shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services.

The Consultant specifically agrees to pay any applicable business and occupation (B & O) taxes which may be due on account of this Agreement.

18. **Notices.** Notices to the City of Edmonds shall be sent to the following address:

**City of Edmonds
121 Fifth Avenue North
Edmonds, WA 98020**

Notices to the Consultant shall be sent to the following address:

**[Name]
[Address]
[City, State, Zip]**

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mails, with proper postage and properly addressed.

DATED THIS _____ day of _____ 2022.

CITY OF EDMONDS

[CONSULTANT NAME]

_____ **By** _____
Michael Nelson, Mayor

Its _____

ATTEST/AUTHENTICATED:

Scott Passey, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

STATE OF WASHINGTON)
) ss
COUNTY OF)

On this _____ day of _____ 2022, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person who executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said person, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first abovewritten.

NOTARY PUBLIC
My commission expires:

Exhibit A

Scope of Services

The Consultant's services will include but may not be limited to the following:

- Leading, informing, and influencing systemic change to develop equity in City programs, policies and practices to dismantle structural and institutional racism.
- Understanding and working to eliminate disparities where intersections of race and other marginalized status, including gender, disability, color, language, immigration status, age, veteran's status, and sexual orientation occur.
- Serving as an overall manager of the City's Equity Roadmap Plan and assisting departments in implementation of their departmental roadmaps.
- Convening and leading ongoing community connections that sustain equitable and inclusive outreach and engagement.
- Serving as a trusted advisor to department management teams, building and maintaining collaborative relationships to further the work of the REDI initiatives.
- Fostering a welcoming climate and city culture in order to cultivate trust and sense of belonging.
- Determining diversity data that will help drive the City's REDI initiatives; collecting, tracking, and analyzing diversity data; and measuring the City's race, equity, diversity, and inclusion program effectiveness against established goals and initiatives.
- Coordinating with City staff to gather and analyze metrics and demographic data to promote equity in service and program outcomes.
- Coordinating with stakeholders from across the City to develop organizational policies and practices.
- Coordinating, planning and executing race, equity, diversity and inclusion initiatives and events.
- Serving as a resource to create and manage equity, diversity, and inclusion content for the intranet, external sites, and contribute to the development of outward-facing platforms.
- Developing, coordinating, and conducting training on race and equity, empowering others to undo structural racism.
- Facilitating the organizational equity team; and developing, supporting, implementing, and championing race, equity, diversity, and inclusion initiatives City-wide and in the community.
- Performing outreach to the community, including hosting and/or attending special events, promoting civic engagement, community collaboration and building relationships.
- Providing subject matter expertise to the City's commissions, such as the Diversity Commission and Youth Commission, as requested.
- Assisting the Mayor with other related projects as assigned.