



REQUEST FOR PROPOSAL (RFP)
HAPPY VALLEY
DIVERSITY, EQUITY, AND INCLUSION
STRATEGIC PLAN

CITY OF HAPPY VALLEY
16000 SE MISTY DRIVE
HAPPY VALLEY, OR 97086

FEBRUARY 2020

Introduction

The City of Happy Valley is accepting proposals from qualified firms for the development of a Diversity, Equity, and Inclusion (DEI) Strategic Plan. A significant aspect of this work will be to guide the City in establishing and facilitating a task force made up of a diverse group of community members who will guide the DEI Strategic Plan. A more detailed scope of work is included on page 5.

For nearly two years, a grassroots coalition of community leaders called the United Community Alliance initiated conversations about how to make Happy Valley a more welcoming and inclusive community. As a result of their efforts, the City recognized the need for, and passed a formal proclamation on March 19, 2019 supporting an inclusive community. The City would like to expand on the efforts already underway with the development a formal City-sponsored DEI Strategic Plan. The vision is for the DEI Strategic Plan to provide guidance on tasks, communications, events, programs, etc. the City could undertake with the goal of recognizing diversity and building a more welcoming and inclusive community. In addition, the DEI Strategic Plan should establish a framework for ongoing conversations regarding DEI efforts.

SECTION 1: Proposal Submittal and Closing Date

The proposal must be received by the City of Happy Valley by **5:00pm on Sunday, April 12, 2020**. Electronic proposals are required. Proposals must be clear, succinct and **not exceed twenty (20) pages**. Title page, table of contents, cover letter, and Supporting Information section do not count in the overall page count of the proposal. Proposers who submit more than the pages indicated may not have the additional pages of the proposal read or considered.

All electronic submittals will receive receipt of submission via email if received and accepted. Late proposals will not be considered and (if mailed) will be returned unopened to the sender.

Proposals should be addressed to:

Ben Bryant
Assistant City Manager
16000 SE Misty Drive
Happy Valley, OR 97086
benb@happyvalleyor.gov
(503) 783-3840

SECTION 2: Inquiries

Questions that arise prior to the deadline must be submitted in writing no later than seven days prior to the deadline and must be addressed to the Project Manager listed above. As appropriate, questions and answers will be provided to all the RFP recipients. Protest of the contract award must be submitted within seven days of the contract award or issuance of intent to award, whichever is sooner.

SECTION 3: Scope of Work

(Please refer to the attached “Diversity, Equity, & Inclusion Strategic Plan – Scope of Work”)

SECTION 4: Request for Proposal

Information that is required from the applicant as part of the proposal shall include:

1. Transmittal Letter

The Transmittal Letter must include the following:

- RFP number and Project title
- Full legal name of proposing business entity
- Name(s) of the person(s) authorized to represent the proposer in any negotiations
- Name(s) of the person(s) authorized to sign any contract that may result and a statement that the Proposal will be valid for 90 days.
- Contact person’s name, mailing or street addresses, phone and fax numbers and email address. 1-page limit.

2. Project Team

Overall team description and organizational structure. 2-page limit.

3. Project approach

The approach shall include the team’s statement of understanding of the project intent and requirements and shall describe the proposer’s approach to accomplishing the goals and deliverables of the project. 2-page limit.

4. Statement of Work and products to be delivered

A clear written statement of the services to be performed, the form they will take and what the final products or deliverables will be. A concise outline delineating the specific tasks to be performed, indicating what will be done, in what sequence and by whom

should be provided, including tasks to be performed by City and its service providers. 3-page limit.

5. Qualifications and Experience

Include firm information and resumes on each key person involved in the project with verifiable references as well as a description of the respondent's organizational framework, specific resources, and any other information to demonstrate that the respondent can effectively and efficiently provide the requested product. Include contact information for each firm's Project Manager. 6-page limit.

Include one to three examples of similar projects that have been performed in the last five years. Resumes and past work examples may be included separately as part of the Supporting Information (see Section 9, below).

6. Cost proposal

The proposal shall provide an offer to undertake the project as proposed at a quoted cost. A rate schedule shall be provided in case of unanticipated change orders. The proposal should be clear in the specific tasks, hours, costs, schedule, and responsibilities (consultant vs. City staff) for each component and task in the Scope of Work. 1-2 page limit.

7. Racial Equity and Diversity

Explain how the proposal will advance racial equity and diversity through:

- The inclusion of COBID Certified Businesses,
- Overall diversity of the lead firm,
- Inclusion and engagement of other partners or methods, and/or
- Approaches to implement the work plan that engage underrepresented communities.

The use of COBID certified minority-owned businesses, woman-owned businesses, businesses that service disabled veterans own and emerging small businesses is encouraged to the maximum extent practical. Indicate if your firm is a COBID Certified Business, describe the diversity of demographics of the proposal team including subcontractors (if applicable), and identify any proposed methods or approaches to include underrepresented communities. 1-2 page limit.

8. Project Timeline

A chart designed to illustrate the project schedule. 1-2 page limit.

9. Supporting Information:

Resumes, brochures, previous work examples, etc. No page limit.

SECTION 5: Evaluation

The applicant's proposal and capabilities will be judged according to the following criteria:

1. Understanding the problem/plan (15pts)
The proposal will be evaluated based on the respondent's understanding of the nature of the project, issues, types of services necessary to accomplish the work, coordination issues and delivery of stated needs.
2. Project approach and Statement of Work (25 pts)
This response will be evaluated to assess the approach that will be applied to accomplish the objectives set forth in the statement of work. This statement of approach must clearly outline how the work will be completed. The project approach should emphasize the use of graphical tools/displays throughout the process.
3. Individual capabilities and experience with similar projects (25 pts)
The project will be evaluated based on the experience and skills of the applicant and/or staff as they relate to this project, capacity to perform required tasks and knowledge and experience with DEI Strategic Plans.
4. Racial Equity and Diversity (25 pts)
The proposal will be evaluated based on the extent to which racial equity and diversity have been incorporated into the consultant team and work plan, as detailed above in Section 4, item 7.
5. Project Timeline and Cost proposal (10 pts)
The proposal will be evaluated based upon the proposed project timeline/schedule and the specific tasks, hours, costs and responsibilities (consultant vs. City staff) for each component and task in the Scope of Work.

The review panel will consist of the following individuals:

- Councilor Drake (liaison to the DEI Task Force)
- Councilor Emami (liaison to the DEI Task Force)
- Nicole Nix, United Community Alliance Co-Chair
- Tiffany Parret, United Community Alliance Co-Chair
- Jason Tuck, City Manager
- Ben Bryant, Assistant City Manager
- Ivy Markesino, HR Manager

SECTION 6: Contract Terms and Conditions

1. City Contract

Proposers are advised to thoroughly review and familiarize themselves with the City sample standard contract incorporated as Attachment A. The successful proposer will be

invited to enter into a contract in substantially the form attached hereto as Attachment A. Any contract resulting from this RFP shall be based on the RFP documents and in compliance with the City's Public Contracting Rules and the Public Contracting Code.

2. Insurance

Proposers are advised to carefully review the insurance requirements contained in the sample standard contract.

**City of Happy Valley
Diversity, Equity, & Inclusion Strategic Plan**

SCOPE OF WORK

Project Description

Estimated Start Date: **May 2020**

General Scope of Work Assumptions

The following Scope of Work outlines the City’s minimum requirements for respondents to address in their proposals. The City is open to additional project components and methodologies that have proven successful in other DEI efforts. The proposal should be clear in the specific tasks, hours, costs, schedule, and responsibilities (consultant vs. City staff) for each component and task in the Scope of Work. Following the selection of a consultant team, the City expects for the lead consultant to meet with City staff to assist in finalizing scope and tasks; team roles; and, priorities.

The City is aiming to complete the steps outlined below within 12 months. Proposals should assume that the City’s Project Manager and City Manager will be responsible for coordination of meeting logistics and support, oversight of consultant teamwork, and communication with the City Council.

MILESTONE 1: Establish a Diversity, Equity, & Inclusion Task Force

Consultant team will assist the City in developing a DEI Task Force made up of diverse community members. The Mayor has already chosen Councilors Emami and Drake to be the City Council liaisons. In addition, the staff support will be provided by the Assistant City Manager and HR Manager. Example consultant tasks include:

- A. Develop committee appointment application questions
- B. Identify organizations in the community who might have interest in the task force
- C. Facilitate outreach to such community groups to encourage members to apply
- D. Assist the City in developing selection criteria (City Charter provides that appointments to City committees are made by the Mayor with City Council consent)
- E. Provide on-boarding of the task force members
- F. Facilitate monthly (or as needed) meetings of the task force
- G. Provide updates to the City Council during the year at critical milestones

MILESTONE 2: Develop a Diversity, Equity, & Inclusion Strategic Plan

It is envisioned that the culminating work of the task force will be a DEI Strategic Plan that is adopted by the City Council. The DEI Strategic Plan should be a living document that provides action steps the City should take to create a more welcoming and inclusive community. These could be recommendations on future events or programs, improvements to communications, etc. The DEI Strategic Plan should also recognize that some of this work may be out of the City's control, and some steps may require the City be a community convener. Example consultant tasks include:

- A. Develop demographic profile of the Happy Valley community
- B. Inventory events, programs, communications, and actions the City is already taking to further DEI efforts
- C. Brainstorm ideas of new programs and activities with City staff and the task force
- D. Identify steps for the City to build trust with historically marginalized groups
- E. Establish a framework for ongoing conversations regarding DEI efforts
- F. Seek additional community input via social media, city website, and directly from various organizations, such as the United Community Alliance
- G. Prioritize action steps with the task force
- H. Work with City staff to develop implementation steps
- I. Develop draft DEI Strategic Plan for review by City staff and task force
- J. Present DEI Strategic Plan to City Council

**CITY OF HAPPY VALLEY, OREGON
PROFESSIONAL SERVICES CONTRACT**

A CONTRACT between THE CITY OF HAPPY VALLEY, OREGON ("City"), and _____ ("Provider").

WHEREAS, the City and Provider believe it in their mutual interest to enter into a written contract setting out their understandings concerning Provider's provision of _____ services to the City.

1. Term

The term of this contract shall be from _____, 202_ until not later than _____, 202_ unless sooner terminated under the provisions of this contract. Notwithstanding the foregoing, it is understood by City that Provider intends to complete its work on this project not later than forty-five (45) days after notice to proceed which notice is hereby given.

2. Provider's Service

The scope of Provider's services and time of performance under this contract are set forth in Exhibit A (_____), which is incorporated by reference and deemed a part of this contract as if fully set forth herein. Any conflict between this contract and Provider's Proposal (if any) shall be resolved first in favor of this written contract. Provider will, in the rendering of its services to the City, use its best efforts and due diligence and provide such personnel as are necessary to successfully provide the services covered under this contract and Exhibit A.

3. Provider Identification

Provider shall furnish to City Provider's employer identification number, as designated by the Internal Revenue Service, or, if the Internal Revenue Service has designated no employer identification number, Provider's Social Security number.

4. Compensation

Upon completion of any tasks, milestones or other deliverables described in Exhibit A, City agrees to pay Provider at the times and in the amount(s) set out in and in accordance with Exhibit A.

5. Project Managers

City's Project Manager is _____. Provider's Project Manager is _____. Each party shall give the other written notification of any change in their respective Project Manager.

6. Project Information

Provider agrees to share all Project information, to fully cooperate with all corporations, firms, contractors, governmental entities, and persons involved in or associated with the Project. No information, news, or press releases related to the Project shall be made to representatives of newspapers, magazines, television and radio stations, or any other news medium without the prior authorization of City's Project Manager.

7. Duty to Inform

Provider shall give prompt written notice to City's Project Manager if, at any time during the performance of this contract, Provider becomes aware of actual or potential problems, faults or defects in the project, any nonconformity with the contract, or with any federal, state, or local law, rule or regulation, or has any objection to any decision or order made by City. Any delay or failure on the part of City to provide a written response to Provider shall constitute neither agreement with nor acquiescence in Provider's statement or claim and shall not constitute a waiver of any of City's rights.

8. Provider is Independent Contractor

Provider is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this contract. Provider hereby expressly acknowledges and agrees that as an independent contractor, Provider is not entitled to indemnification by the City or the provision of a defense

by the City under the terms of ORS 30.285. This acknowledgment by Provider shall not affect Provider's independent ability (or the ability of Provider's insurer) to assert that the monetary limitations found at ORS 30.272, the immunities listed at ORS 30.265 or other limitations affecting the assertion of any claim under the terms of the Oregon Tort Claims Act (ORS 30.260 to ORS30.300).

9. Overtime

Any person employed on work under this contract shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, other than persons excluded from the payment of overtime pursuant to either ORS 653.010 to 653.261 or 29 USC§201 to 209.

10. Indemnity and Insurance

- i. Indemnity: Provider acknowledges responsibility for any and all liability arising out of the performance of this contract and shall hold City harmless from, indemnify and defend City for any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Provider's acts, omissions, activities or services in the course of performing this contract.
- ii. Liability Insurance: Provider shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of Provider, the City, its Councilors, officers, agents and employees. Commercial General Liability coverage shall include personal injury, bodily injury (including death) and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Provider's operations, in an amount not less than \$2,000,000 each occurrence and \$2,000,000 general aggregate. Automobile Liability coverage shall be written in an amount not less than \$1,000,000 combined single limit. All insurance shall name the City of Happy Valley as an additional insured and shown the endorsement on the Certificate of Insurance.
- iii. Workers' Compensation Coverage: Provider certifies that Provider has qualified for State of Oregon Workers' Compensation coverage for all Provider's employees who are subject to Oregon's Workers' Compensation statute, either as a carrier-insured employer as provided by ORS 656.407 or as a self-insured employer. Provider shall provide to City within 10 days after contract award a certificate of insurance evidencing coverage of all subject workers under Oregon's Workers' Compensation statutes insured by an insurance company satisfactory to City, if any. The certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to City. A copy of the certificate of self-insurance issued by the State shall be provided to City if the Provider is self-insured. A waiver of subrogation in favor of the City shall be included in the policy.
- iv. Professional Errors and Omissions: Provider shall provide City with evidence of professional errors and omissions liability insurance for the protection of Provider and its employees, insuring against bodily injury and property damage and arising out of or resulting from Provider's negligent acts, omissions, activities or services, in an amount not less than \$2,000,000 combined single limit per occurrence.
- v. Certificates: Provider shall furnish the City with certificates evidencing the date, amount, and type of insurance required by this contract. All policies will provide for not less than thirty (30) days' written notice to the City before they may be canceled.
- vi. Primary Coverage: The coverage provided by insurance required under this contract shall be primary, and any other insurance carried by City shall be excess.

11. Work is Property of City.

All work, including but not limited to documents, drawings, papers, computer programs, and photographs, performed or produced by Provider under this contract shall be the property of City.

12. Law of Oregon.

The contract is governed by the laws of the State of Oregon. Venue shall be in Clackamas County, Oregon.

13. Errors

Provider shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

14. Extra or Changes in Work:

Only the City Manager or the Project Manager may authorize a change order or extra work. Failure of Provider to secure written authorization for a change order or extra work shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized change order or extra work, and Provider thereafter shall be entitled to no compensation whatsoever for the performance of such work.

15. Successors and Assignments

- i. Each party binds itself, and any partner, successor, executor, administrator, or assign to this agreement.
- ii. Neither the City nor the Provider shall assign, or transfer any interest or obligation under this agreement without the written consent of the other Party. Provider must seek and obtain the City's prior written consent before subcontracting any part of the work required of Provider under this contract. Any assignment, transfer, or subcontract attempted in violation of this subparagraph shall be void.

16. Records

- i. Provider shall retain all books, documents, papers, and records that relate to this contract for at least three years after the City makes final payment on this contract and all other pending matters are closed.
- ii. Provider shall allow the City, or any of its authorized representatives, to audit, examine, copy, take excerpts from, or transcribe any books, documents, papers, or records that are subject to the foregoing retention requirement.

17. Breach of Contract

- i. Provider shall remedy any breach of this contract within the shortest reasonable time after Provider first has actual notice of the breach or the City notifies Provider of the breach, whichever is earlier. If Provider fails to remedy a breach in accordance with this paragraph, the City may terminate the contract or that part of the contract affected by the breach upon written notice to Provider, may obtain substitute services in reasonable manner, and may recover from Provider the amount by which the price for those substitute services exceeds the price for the same services under this contract.
- ii. If the breach is material and Provider fails to remedy the breach in accordance with this paragraph, the City may declare Provider in default and pursue any remedy available for a default.
- iii. Pending a decision to terminate all or part of this contract, the City unilaterally may order Provider to suspend all or part of the services under this contract. If the City terminates all or part of the contract pursuant to this paragraph, Provider shall be entitled to compensation only for services rendered prior to the date of termination, but not for any services rendered after the City ordered suspension of those services. If the City suspends certain services under this contract and later orders Provider to resume those services, Provider shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.
- iv. To recover amounts due under this paragraph, the City may withhold from any amounts owed by the City to Provider, including but not limited to amounts owed under this or any other contract between Provider and the City.

18. Mediation/ Trial without a Jury

- i. Should any dispute arise between the parties to this Agreement it is agreed that such dispute will be submitted to a mediator prior to any litigation and the parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation.
- ii. The Parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both Parties. Mediation will be conducted in Portland, Oregon, unless both parties agree in writing otherwise. Both Parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a Party requests mediation and the other party fails to respond within ten (10) days, or if the Parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge of the Clackamas County Circuit Court upon the request of either Party.
- iii. Any litigation arising under or as a result of this contract shall be tried to the court without a jury.
- iv. In any mediation or litigation arising under this contract, each Party shall bear its own fees and costs, including attorney fees.

19. Termination for Convenience

The City may terminate all or part of this contract at any time for its own convenience by written notice to Provider. Upon termination under this paragraph, Provider shall be entitled to compensation for all services rendered prior to actual notice of the termination or the receipt of the City's written notice of termination, whichever is earlier, plus Provider's reasonable costs actually incurred in closing out the contract.

20. Intellectual Property

The interest in any intellectual property, including but not limited to copyrights and patents of any type, arising from the performance of this contract shall vest in the City. Provider shall execute any assignment or other documents necessary to affect this paragraph. Provider may retain a nonexclusive right to use any intellectual property that is subject to this paragraph. Provider shall transfer to the City any data or other tangible property generated by Provider under this contract and necessary for the beneficial use of intellectual property covered by this paragraph.

21. Payment for Labor or Material

Provider shall make payment promptly, as due, to all persons supplying to Provider labor or material for the prosecution of the work provided for in this contract. (ORS 279B.220)

22. Contributions to the Industrial Accident Fund

Provider shall pay all contributions or amounts due the Industrial Accident Fund from Provider incurred in the performance of this contract, and shall ensure that all subcontractors pay those amounts due from the subcontractors. (ORS 279B.220)

23. Income Tax Withholding

Provider shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. (ORS 279B.220)

24. Payment of Claims by the City

If Provider fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Provider or a subcontractor by any person in connection with this contract as the claim becomes due, the City may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to Provider pursuant to this contract. The City's payment of a claim under this Paragraph shall not relieve Provider or Provider's surety, if any, from responsibility for those claims. (ORS 279C.515)

25. Workers Compensation

Provider is a subject employer that will comply with ORS 656.017. Provider warrants that all persons engaged in contract work and subject to the Oregon workers compensation law are covered by a workers compensation plan or insurance policy that fully complies with Oregon law. Provider shall indemnify the City for any liability incurred by the City as a result of Provider's breach of the warranty under this Paragraph. (ORS 279B.230)

26. Medical Care for Employees

Provider shall make payment of all sums to any person, co-partnership, association or corporation, furnishing medical, surgical and/or hospital care incident to the sickness or injury of Provider's employee(s), all sums which Provider agrees to pay for such services and all moneys and sums which Provider collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. (ORS 279B.230)

27. Modification

Any modification of the provisions of this contract shall be reduced to writing and signed by the parties.

28. No Waiver of Legal Rights

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

29. Integration

This contract contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the same subject.

PROVIDER

CITY OF HAPPY VALLEY, OREGON

City Manager