

## CONTACT

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# REQUEST FOR PROPOSALS: EQUITY, DIVERSITY, INCLUSION, RECONCILIATION AND JUSTICE AUDIT, FRAMEWORK AND STRATEGY DEVELOPMENT

## OVERVIEW

Tamarack's long-standing work on poverty reduction has helped us understand the importance of ensuring that individuals with lived and living experience of poverty are at the forefront of our work. We acknowledge how these voices and experiences are often excluded from decision making processes.

At Tamarack, we acknowledge that systemic racism is very real and prevalent across our country. As a settler-led organization, we recognize that we are part of and have benefited from said system. As individuals we also recognize we may benefit from power and privilege dynamics based on our individual experiences. We want to change this, to become an organization that upholds our responsibilities under the Truth and Reconciliation Commission's 94 Calls to Action and the 46 Articles of the United Nations Declaration of the Rights of Indigenous Peoples, strives to be anti-racist and that takes action to end systemic racism. We strive to be an organization that employs individuals committed to learn, unlearn, and take actions to end systemic racism.

The Board and Staff of Tamarack have committed to take a learning and change journey. Our efforts will focus on understanding the roots of racism and building an approach to change and transform how we work.

In practice, since Tamarack's public commitment to actively working on anti-racism, the Board has engaged with anti-racist educators, led sessions at Board and staff level, and created two new positions centering on Equity,

Diversity, Inclusion, Justice, and Reconciliation (EDIJR). We recognize this is an ongoing effort and are taking necessary steps to ensure it is embedded in how we operate both at Board and staff levels.

*Tamarack Institute* invites you to submit a fixed price proposal for consulting services to conduct a comprehensive non-profit equity and reconciliation audit – including governance (Board of Directors), senior leadership and staff and support the development of an equity, diversity, inclusion, reconciliation, and justice (EDIJR) framework to achieve Tamarack Institute’s EDIJR goals. This work will include a review of Tamarack Institute’s internal and external policies, procedures and documentation related to EDIJR through surveys and interviews with the board, staff and members of the Tamarack learning community. The audit will identify actionable recommendations that are measurable which will be incorporated in an EDIJR Strategy and Framework.

This work will take place sequentially beginning in March 2023 and ending no later than October 2023.

## ABOUT TAMARACK

[Tamarack Institute](#) is a Canadian charity with a bold vision: to build a connected force for community change. Our belief is that when we are effective in strengthening community capacity to engage citizens, lead collaboratively, deepen community, and reduce poverty, our work contributes to the building of peace and a more equitable society.

Tamarack's goal is to equip changemakers with the skills, knowledge, resources, and connections they need to make lasting change in their communities.

## THE TAMARACK LEARNING CENTRE

Tamarack’s Learning Centre exists to empower community changemakers to achieve greater impact. We draw upon our 17 years of experience leading community change and advancing practice to support municipalities, funders, non-profits, and community leaders through on-demand coaching and consulting, in-person and digital training, and publications that guide change efforts. Last year alone, over 24,000 changemakers engaged with us and over 90 client organizations contracted us for consulting services to support them through their most pressing challenges.

We support our learning network in developing five interconnected practices that lead to community change:

- **Collective Impact:** How can we mobilize collaboration across sectors for systems change?
- **Community Engagement:** How can we engage community members to create and realize bold visions for the future?
- **Collaborative Leadership:** How can we bring the right people together to lead in constructive ways?
- **Community Innovation:** How can we create, test, and scale new approaches?
- **Evaluating Impact:** How can we identify and amplify what works?

As a registered charity, all investments from clients and learners go back into providing content and tools on an open-source platform to build the capacity of the field. By working with us, you help support the efforts of

changemakers in your community and worldwide.

## VIBRANT COMMUNITIES

In Vibrant Communities we support cities and local leaders to develop and implement large-scale change initiatives through three learning networks:

- [Cities Reducing Poverty](#) is a network of more than 400 cities represented by 79 regional partners who are working collaboratively to end poverty in their communities.
- [Cities Deepening Community](#) is a Collective Impact movement aimed at deepening a sense of community in our cities, and a network of 15 cities developing community plans to grow citizen engagement, civic leadership and a sense of belonging.
- [Communities Building Youth Futures](#) is a five-year strategy to work within 13 communities across Canada to develop system-wide solutions for supporting underrepresented youth as they build and act upon plans for their future.
- [Community Climate Transitions](#) is building a network of communities that are committed to tackling climate change through a multi-solving approach that advances, social, environmental, and economic goals simultaneously.

## PROPOSED PROJECT SCOPE

### Equity and Reconciliation Audit

- Examination, identification, and creation of written employment policies and procedures, which are impacted by EDIJR principles including:
  - Review of any equity-related data and documents, e.g. human rights complaints, diversity training materials, employee engagement survey results, etc.
  - Policies, procedures, and documentations which may be reviewed is not exhaustive of:
    - Governance
    - HR recruitment and retention
    - Organizational culture and relationship development
    - Measurement
    - Community engagement and client relationships
    - Inclusive language and brand standards
- Consultation and communication with staff, board members and members of the Tamarack learning community to conduct experience surveys and focus groups

- Analysis of survey and focus group findings
- Consultation with senior leaders and human resources
- Comprehensive examination and identification of barriers, and
- Development of recommendations to address the identified barriers and issues and a communication strategy.

**Equity, Diversity, Inclusion, Justice, and Reconciliation Strategy and Framework Development**

- Support leadership in the development of strategic goals based on the results of the Equity Audit
- Develop an EDIJR Framework to ensure the organization has an intentional approach to achieving equity, diversity and inclusion priorities and goals
  - Framework to include a 2–5-year action plan with measurable indicators to track progress and ensure organizational accountability
  - Framework to include an EDIJR policy developed in coordination with the board, staff, and members
- Develop a shared understanding of terms related to EDIJR; and
- Deliver final publication of both documents, along with additional tools/resources to be utilized by the Tamarack Institute and a communication strategy.

**PROPOSED PROJECT TIMING**

This project is anticipated to begin in March 2023 and be completed no later than October 2023.

**Summary of activities and estimated timing:**

| Activity                                       | Task                                                      | Estimated Timing |
|------------------------------------------------|-----------------------------------------------------------|------------------|
| Equity and Reconciliation Audit & Benchmarking | Documentation review                                      | 1 – 2 weeks      |
|                                                | Board, staff, and member survey development and execution | 1 – 2 weeks      |

|                                          |                                                                       |               |
|------------------------------------------|-----------------------------------------------------------------------|---------------|
|                                          | 1:1 and group interviews with board members, staff and members        | 2 – 4 weeks   |
|                                          | Draft audit findings, benchmark performance and recommendations       | 2 – 4 weeks   |
|                                          | Present recommendations and report to the board and senior leadership | 1 week        |
| EDIJR Strategy and Framework Development | Goal setting and prioritization with the EDI Team & senior leadership | 1 – 2 weeks   |
|                                          | Draft strategy & framework with a 2–5-year measurable action plan     | 2 – 4 weeks   |
|                                          | Present strategy and framework                                        | 1 week        |
|                                          | Revise strategy and framework for final publication                   | 1 – 2 weeks   |
|                                          | Strategy and framework implementation and roll-out                    | 2 weeks       |
|                                          |                                                                       | 14 – 24 weeks |

**Project Management/Communications**

The Consultant will be accountable to Rochelle Ignacio, Director – Equity, Diversity, and Inclusion. A work plan with milestones and project activities will form part and parcel of the agreement with the Tamarack Institute that flows from the proposal submitted by the successful respondent. Decisions regarding the alternative program options and selection of a preferred model will involve the Tamarack Institute’s Co-Chief Executive Officers Liz Weaver and Danya Pastuszek and thus key decision points and information materials that will need to be looked at ahead of these should be factored into the work plan.

**Required Qualifications**

Demonstrated experience in:

- 5-10 years’ experience in developing equity audits in non-profits and organizations

- 5-10 years' experience in strategy development related to equity, diversity, inclusion, reconciliation and justice for non-profits and organizations
- Experience in developing, implementing, and analyzing demographic surveys
- Previous experience conducting collaborative EDIJR work with not-for-profit community-based organizations
- Lived experience as someone who self-identifies as equity-deserving is considered an asset

### **Application Requirements**

Your proposal must include the following items:

- Point of contact including the primary contact person, email and phone number.
- An executive summary including the following components:
  - Information about yourself / your firm
  - Self-identification of your lived experience as a member of an equity-deserving group (optional)
  - Capability to work in English, French is considered an asset
  - Experience in EDIJR consultancy work and in the non-profit sector
- An outline of the approach to the proposed scope of work and personal schedule to conduct the assignment and how the proponent will collaborate with the Tamarack Institute team
- A timeline and work plan with the expected allocation of person/days by activity
- A description of relevant experience
- Invoicing/payment schedule reflecting the total cost of the assignment broken down into separate expense elements and according to key deliverables/outputs. This should be inclusive of travel, communications costs, material costs, consulting fees and HST.

Your proposal shall not be more than 8 pages.

### **Maximum Proposal Value**

The fixed price contract amount for this engagement is \$25,000 inclusive of all travel, expenses, materials and HST for the duration of the activity.

### **Submission Date**

If you are interested, please send your proposal to the Tamarack Institute by February 28, 2023, at 11:59pm EST.

### **Submission Format**

Proposals for this RFP are to be submitted in pdf format via email with EDIJR Proposal in the subject heading.

Rochelle Ignacio  
 Tamarack Institute  
 140 Westmount Road North  
 Waterloo, Ontario, N2L 3G6  
 Email: rochelle@tamarackcommunity.ca

## **TERMS**

### **Confidentiality:**

Confidential information refers to any data or information relating to the business of the Tamarack Institute which would reasonably be considered to be proprietary to the Tamarack Institute including but not limited to, accounting records, business processes, and Tamarack Institute records and that is not generally known in the industry of the Tamarack Institute and where the release of the Confidential Information could reasonably be expected to cause harm to the Tamarack Institute.

The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential information which the Consultant has obtained, except as authorized by the Tamarack Institute or as required by law. The obligation of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.

All written and oral information and materials disclosed or provided by the Tamarack Institute to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

### **Ownership of Intellectual Property:**

All intellectual property or related material, including moral rights, goodwill, copyright, trademark, trade dress, publications or materials that are developed or produced under this Agreement will be the sole property of the Tamarack Institute. The use of Intellectual Property by the Tamarack Institute will not be restricted in any manner.

### **Limited Liability**

This provision allocates the risks under the Agreement between the Tamarack Institute and Consultant. Consultant total liability to the Tamarack Institute under this Agreement for damages, costs and expenses shall not exceed compensation received by Consultant under the Agreement. However, Consultant shall remain liable for bodily injury or personal property damage resulting from grossly negligent or willful actions of Consultant to the extent such actions or omissions are not caused by the Tamarack Institute or the Client.

Neither party to the Agreement shall be liable for the others lost profits, or special, incidental or consequential damages, whether in an action in contract or tort, even if the party has been advised by the other party of the possibility of such damages.

### **Terminating the Agreement**

This Agreement will become effective when signed by both parties and will terminate on the earlier of the date of noted in the signed agreement or the date a party terminated the Agreement as provided below.

With reasonable cause, either party may terminate this Agreement effective immediately by giving written notice of termination for cause. Reasonable cause includes:

- A material violation of this Agreement, or
- The Tamarack Institute's failure to pay Consultant pursuant to this Agreement.

Consultant shall be entitled to full payment for services performed prior to the date of termination.

### **Independent Consultant Status**

Consultant shall remain an independent Consultant. Tamarack agrees to the following rights consistent with an independent Consultant relationship.

- Consultant retains the right to control and determine the means and method of performing the contractual services.
- Consultant retains the right to perform services for others during the term of this Agreement.
- Consultant retains the right to hire assistants or use employees to provide services required by this Agreement unless otherwise specified.
- The Tamarack Institute shall not require the Consultant or Consultant's employees to devote full time to performing the services required by this Agreement
- Neither the Consultant nor the Consultant's employees or Consultants are eligible to participate in any employee health, BYOD allowance, pension, vacation pay, sick pay or other benefit plan of the Tamarack Institute.

### **Insurance**

The Tamarack Institute, the Consultant, and all the Consultant's Consultants will maintain commercial general liability and errors and omissions insurances during the term of this Agreement. Proof of insurance will be provided by either party upon request.

### **Taxes and Government Remittances**

Consultant will pay for itself all applicable taxes and premiums related to the performance of services under this Agreement including, but not limited to, federal/provincial/territorial/state sales taxes, income taxes, Mandatory Employment Related Costs in each country in which this Agreement is performed.

### **Disputes**

If a dispute arises, the parties will try in good faith to settle it through mediation conducted by a mutually selected mediator.

Costs of the mediator will be shared equally. Each party will attempt to reach a mutually satisfactory compromise by cooperating fully and fairly during the mediation process. If the dispute cannot be resolved within 30 days after referral to the mediator, it will be arbitrated by a mutually selected arbitrator.

Judgement on the arbitration award may be entered in any court that has jurisdiction over the matter. Costs of arbitration, including any legal fees, will be allocated by the arbitrator.

### **No Partnership**

This Agreement does not create a partnership; neither party has authority to enter contracts on behalf of the other.



**Entire Agreement**

This is the entire Agreement between parties. It replaces and supersedes all oral Agreements and prior written Agreements between parties.

**Successor and Assignees**

This Agreement binds and benefits the heirs, successors, and assignees of the parties.

**Notices**

All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. All notices must be sent by email.

**Governing Law**

This Agreement is governed by and construed in accordance with the laws of the province of Ontario, Canada.

**Counterparts**

This Agreement may be signed by the parties in different counterparts. Signature pages combined will create a document binding on all parties. Scanned copies of documents containing original signatures will be accepted as original documents by all parties.

**Modification**

This Agreement may be modified only by a written amendment signed by the parties.

**Waiver**

If one party waives any term or provision of this Agreement at any time, that waiver will be effective only for the specific purpose for which the waiver was given. If either party fails to exercise or delays any of its rights or remedies under this Agreement, that party retains the right to enforce that term or provision later.

**Severability**

If any court determines that any provision of this Agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this Agreement invalid or unenforceable. Such provision will be modified, amended, or limited only to the extent necessary to render it valid and enforceable.