

CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089884-23-E, Climate Action Plan (CAP), Update, Progress Report and Monitoring Plan

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10089884-23-E, Climate Action Plan (CAP), Update, Progress Report and Monitoring Plan (Contractor).

RECITALS

On or about 10/5/2022, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Contractor to provide climate action plan consulting services as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I
CONTRACTOR SERVICES**

1.1 Scope of Work. Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

1.3 Contract Administrator. The Sustainability and Mobility (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

Moriah Saldana, Program Manager
1200 Third Ave, Ste 1800
(909) 953-9233
MSaldana@sandiego.gov

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of one (1) year beginning on the Effective Date. City may, in its sole discretion, extend this Contract for four (4) additional one (1) year period(s). Unless otherwise terminated, this Contract shall be effective until completion of the Scope of Service beginning on the Effective Date. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

ARTICLE III COMPENSATION

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$500,000.

Contractor must immediately inform the City when the cumulative value of work done under this Agreement exceeds eighty percent (80%) of the total compensation authorized in this paragraph, or when it reasonably appears to Contractor that the cumulative value of work done under this Agreement may exceed the total compensation authorized in this paragraph within forty-five (45) days. The City is not required to pay more than the maximum amount authorized.

ARTICLE IV WAGE REQUIREMENTS

4.1 Reserved.

ARTICLE V CONTRACT DOCUMENTS

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1st document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

1st Any properly executed written amendment to the Contract

2nd The Contract

3rd The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any

4th Contractor's Pricing

5.4 **Counterparts.** This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 **Public Agencies.** Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

University of San Diego

Proposer

5998 Alcalá Park

Street Address

San Diego

City

619-921-6619

Telephone No.

research@sandiego.edu

E-Mail

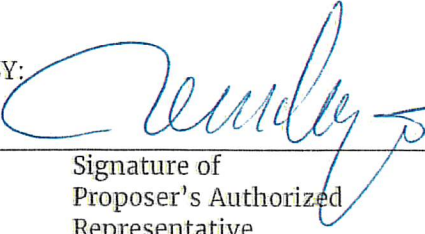
CITY OF SAN DIEGO
A Municipal Corporation

BY: 

Print Name:
Claudia C. Abarca
Director, Purchasing & Contracting Department

August 8, 2023

Date Signed

BY: 

Signature of
Proposer's Authorized
Representative

Truc T. Ngo, PhD

Print Name


Associate Provost for Research Administration

Title

11/02/2022

Date

Approved as to form this 9th day of
AUGUST, 2023.
MARA W. ELLIOTT, City Attorney

BY: 

Deputy City Attorney

See addenda listed on following page

**EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS**

A. PROPOSAL SUBMISSION

1. Timely Proposal Submittal. Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Proposals. The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

1.3 Proposal Due Date. Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

1.4 Pre-Proposal Conference. No pre-proposal conference will be held for RFP.

1.4.1 Reserved.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

1.6 Contact with City Staff. Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

2. Proposal Format and Organization. Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

Tab A - Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

2.2 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted

by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Reserved.

2.6 Reserved.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

Tab B - Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.13 Proposer's response to the RFP.

Tab C - Cost/Price Proposal (if applicable). Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

3. Proposal Review. Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

5. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

6. Reserved.

7. Modifications, Withdrawals, or Mistakes. Proposer is responsible for verifying all prices and extensions before submitting a proposal.

7.1 Modification or Withdrawal of Proposal Before Proposal Opening. Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening. Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

9. Public Records. By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$(1 - \frac{(\text{contract price} - \text{lowest price})}{\text{lowest price}}) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive $(1 - ((105 - 100) / 100) \times 60 = 57$ points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

3. Escalation. An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. Unit Price. Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. EVALUATION OF PROPOSALS

1. Award. The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

2. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

3. Evaluation Process.

3.1 Process for Award. A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

3.2 Reserved.

3.3 Mandatory Interview/Oral Presentation. The City will require proposers to interview and/or make an oral presentation if one or more proposals score within five (5) points or less of the proposal with the highest score. Only the proposer with the highest scoring proposal and those proposers scoring within five (5) points or less of the highest scoring proposal will be asked to interview and/or make an oral presentation. Interviews and/or oral presentations will be made to the Evaluation Committee in order to clarify the proposals and to answer any questions. The interviews and/or oral presentations will be scored as part of the selection process. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by telephone and/or in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

3.4 Discussions/Negotiations. The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal, or award the contract without further negotiation.

3.5 Inspection. The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer's physical assets and financial capability. Proposer, by signing the proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform this Contract.

[Remainder of page intentionally left blank]

3.6 Evaluation Criteria. The following elements represent the evaluation criteria that will be considered during the evaluation process:

	MAXIMUM EVALUATION POINTS
A. Responsiveness to the RFP.	20
1. Requested information included and thoroughness of response	
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary.	
3. Technical Aspects	
B. Staffing Plan.	20
1. Qualifications of personnel adequate for requirement	
2. Availability/Geographical location of personnel for required tasks	
3. Clearly defined Roles/Responsibilities of personnel	
C. Firm's Capability to provide the services and expertise and Past Performance.	35
1. Relevant experience of the Firm and subcontractors	
2. Previous relationship of firm and subcontractors on similar projects	
3. Other pertinent experience	
4. Specific experience on public power or other municipalization transactions subject to California Public Utility Commission authority	
5. Other pertinent experience	
6. Knowledge of the locality of San Diego, including regional landscape, areas of historical underinvestment, and how the geography impacts GHG reduction strategies.	
7. Past/Prior Performance	
8. Capacity/Capability to meet The City of San Diego needs in a timely manner	
9. Reference checks	
D. Price.	10
E. Mandatory Interview/Oral Presentation (pursuant to Section 3.3 above) at no cost to the City.	15
1. Thoroughness and Clarity of Presentation	
SUB TOTAL MAXIMUM EVALUATION POINTS:	100
F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	112

*The City shall apply a maximum of an additional 12 percentage points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

D. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all proposers of its intent to award a Contract in writing.

2. Obtaining Proposal Results. No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

3. Multiple Awards. City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

E. PROTESTS. The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

F. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED. The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. Business Tax Certificate. Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

4. Reserved.

5. Reserved.

6. COVID Certification Form.

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

EXHIBIT B SCOPE OF WORK

A. OVERVIEW

The City of San Diego requires support over a five-year period to update the Climate Action Plan (CAP) and subsequent implementation plan, develop annual monitoring reports inclusive of greenhouse gas (GHG) inventories, equity analyses and jobs data, support the implementation of the Climate Equity Index (CEI) and its updates, and provide technical assistance on implementing the recommendations of the Climate Action Plan audit and other Climate Action Plan implementation activities.

B. MINIMUM REQUIREMENTS AND OBJECTIVES

The consultant or consultant team should have demonstrated experience in completing work on climate action plans/projects in cities or counties which developed mitigation measures/performance standards that considered factors such as topography, infrastructure, climate, transit/active transportation options, and private vs. public land ownership.

1. Staff require a consultant with significant experience in climate action plan development, long-term monitoring plans, GHG inventories, index updates and data analysis.
2. Consultant will have demonstrated knowledge of climate equity and the ability to incorporate equity into their analysis.
3. The chosen consultant will be responsive, reliable, excellent at communication and organizations, and demonstrate significant expertise.
4. Flexibility is necessary for ad hoc meetings with departments and City staff that implement the CAP.
5. Occasional need for the Consultant to present to City leadership, City Council, and Mayor's Office.

C. SCOPE OF WORK

The anticipated Scope of Work is described below. The consultant proposal narrative should adequately describe consultant's approach and methodology for achieving the tasks described below.

Task 1: Climate Action Plan Support

1.1 Climate Action Plan Update

The City of San Diego is currently updating the city's Climate Action Plan (CAP) originally adopted in 2015. Support services under this task include: municipal and City-wide greenhouse gas inventories, baseline and forecasted greenhouse gas inventories (including business-as-usual) subject to goal setting years, strategy and action selection and quantification, strategy and action prioritization, and other technical support services identified through the development of the updated CAP.

1.1.1 Calculate the City of San Diego Greenhouse Gas Emissions Inventory

The Consultant will update the City's communitywide and municipal operations inventory specifically for the CAP update to include data from the latest year for which the necessary data is available using ICLEI protocol, U.S. Community Protocol, or any other protocol identified by staff for reporting purposes. The Consultant will collect the data necessary to conduct a greenhouse gas inventory, including but not limited to data from the following categories: electricity, natural gas, on-road transportation, solid waste, wastewater, back up diesel generator (BUDG) impacts, and water. The Consultant will develop reports that

provide sufficient detail to explain the methodologies and modeling used to estimate greenhouse gas emissions both for the communitywide inventory and municipal operations.

1.1.2 Analyze new baseline value for the CAP update

The Consultant will review current 2010 baseline value to determine which sectors may need to be re-calculated using updated methods (e.g., transportation and solid waste), the methodological changes needed, data required, and estimate the difference between the values included in the 2015 CAP and those using updated data and methods. Work completed under this task will be incorporated in the update to the Climate Action Plan and documented as an Appendix inclusive of all methodologies and sources of data used.

1.1.3 Evaluate Additional Greenhouse Gas Mitigation Measures

The Consultant will identify and evaluate additional greenhouse gas mitigation measures not included in the 2015 CAP (e.g., electrification of natural gas loads).

1.1.4 Develop Methodologies to Estimate GHG Reduction Potential & Estimate Potential

For measures selected from Subtask 1.1.2, the Consultant will develop a methodology based on substantial evidence to estimate the GHG reduction potential. The Consultant will use this methodology to estimate the GHG reduction potential.

1.1.5 Integrate into Overall CAP Framework

The Consultant will integrate all results from analysis for this task into the overall CAP framework to determine the impact to the plan.

1.2 Climate Action Plan Annual Monitoring

The City of San Diego is committed to producing an annual report on Climate Action Plan progress including a greenhouse gas inventory, jobs analysis and equity analysis. This task includes technical support for the development of the annual monitoring report and detailing of methodologies and sources of data and any changes in an appendix.

The Consultant will identify updates in data and methodologies and provide best practices for inclusion in the annual monitoring report process.

1.2.1 Update Communitywide Greenhouse Gas Emissions Inventory Annually

The Consultant will calculate the communitywide greenhouse gas emissions annually for the City of San Diego. The methodology for this inventory must be consistent with other inventories in the region, Consultant will follow the ICLEI protocol, U.S. Community Protocol, or any other protocol identified by staff for reporting purposes.

The Consultant will identify the data needed, data sources, and determine the availability of that data, including an assessment of the difficulty and timeline required to obtain the data.

The Consultant will collect and compile data necessary for the progress report, including coordinating with City of San Diego staff to collect data from City Departments.

The Consultant will collect the data necessary to conduct a greenhouse gas inventory, including, but not limited to, data from the following categories: electricity, natural gas, on-road transportation, solid waste, wastewater, and water.

Consultant will identify additional metrics to incorporate into the annual report based on the updated CAP.

The Consultant will analyze the data collected to assess emissions levels, trends, and any other relevant information for the Progress Report. In addition, the Consultant will estimate the GHG impacts of any activities related to the measures and actions included in the CAP. The Consultant will compile the inventory results into representative charts, tables, and, as needed, will develop appropriate language for the progress report.

The Consultant will develop a detailed report that provides sufficient detail to explain the methodologies used to estimate greenhouse gas emissions both for the communitywide inventory and municipal operations. The Consultant will draft a summary of the data and methods used to assess emissions for the Progress Report.

The Consultant will develop tables, figures, and diagrams as needed for the Progress Report. The Consultant will support development of an outline and draft language as needed for the Progress Report.

1.2.2 Update Municipal Operations Greenhouse Gas Emissions Inventory Annually

The Consultant will calculate the municipal operations greenhouse gas emissions for the City of San Diego. The methodology for this inventory must be consistent with other inventories in the region, Consultant will follow the ICLEI protocol, U.S. Community Protocol, or any other protocol identified by staff for reporting purposes.

The Consultant will collect the data necessary to conduct a greenhouse gas inventory, including, but not limited to, data from the following categories: electricity, natural gas, on-road transportation, solid waste, wastewater, back up diesel generator (BUDG) impacts, and water.

The Consultant will compile the inventory results into representative charts, tables, and, as needed, will develop appropriate language for the progress report. The Consultant will develop a detailed report that provides sufficient detail to explain the methodologies used to estimate greenhouse gas emissions both for the communitywide inventory and municipal operations.

The Consultant will develop tables, figures, and diagrams to share the results of the municipal inventory as needed.

1.3 Data Retention and Sharing

In collaboration with City staff, the Consultant will develop a strategy for how to retain, house, and share CAP-related data, including training for City Staff as-needed. The Consultant will provide final data related to progress report in a format that can be integrated into the City's open data project.

Task 2: Support Staff to Implement the Recommendations of the 2021 Climate Action Plan Audit

The City of San Diego's Office of the City Auditor conducted a performance audit of the Climate Action Plan in 2021. Key recommendation elements include:

- Requiring CAP-related City departments to annually provide CAP workplans to the Sustainability department for review and approval
- Strengthening opportunities for collaboration among City departments
- Better informing the public and City Council on CAP implementation plans and progress
- Developing a rating system of CAP measures to help inform prioritization
- Developing a CAP implementation plan, including an estimate of associated costs, information on funding sources, and identification of funding gaps

Task 2.1 Coordinate with staff to continue development of a rating system of CAP measures

The Consultant will meet and collaborate with City staff in the development of a rating system of CAP measures for the CAP update, using the ClimACT Prio tool, or other tools as identified by staff, as the base of this system.

The Consultant will develop a detailed report that provides sufficient detail to explain the methodologies used to inform the rating system. Consultant will analyze the co-benefits of climate action and the GHG impacts of potential and final actions for inclusion into the rating system.

The Consultant will meet with City staff and consultants as needed. The Consultant will respond to request for data, explanation of methods and assumptions, and other inquiries as needed.

Task 2.2 Provide Support to City Staff As-Needed in the Development of a CAP implementation plan

The CAP Implementation plan may include an estimate of associated costs, information on funding sources, identification of funding gaps, timelines, and project level information or other relevant information. The Consultant will research best practices from other jurisdictions to inform the implementation plan. The Consultant will meet with City staff and consultants as needed.

Task 2.3 Provide Support to City Staff As-Needed in the Development of Department CAP Workplans

The Consultant will assist City staff in the development of departmental CAP implementation workplans and annual reporting on these plans, as-needed. The Consultant will research best practices from other jurisdictions to inform the departmental work plans, including but not limited to providing performance indicators, implementation strategies, and monitoring outcomes.

The Consultant will meet with City staff and consultants as needed. The Consultant will respond to request for data, explanation of methods and assumptions, and other inquiries as needed.

Task 2.4 Provide City of San Diego Staff and Consultants Data and Information as Needed to Assist with the Implementation of the Audit Recommendations

The Consultant will respond to request for data, explanation of methods and assumptions, and other inquiries as needed.

Task 3: Climate Equity Analysis & Reporting

3.1 Update the Climate Equity Index

To better understand our Communities of Concern, and to establish benchmarks and metrics to serve as a citywide assessment of climate equity, the City's Sustainability Department and the University of San Diego Energy Policy Initiatives Center (EPIC) created the first-of-its-kind Climate Equity Index (CEI).

San Diego's CEI assessed all 297 census tracts that intersect with the City and developed standardized indicators to calculate a CEI score from 0-100 for each tract that can be compared to the score of other tracts. The CEI currently relies mostly on two sets of data sources, the U.S Census and data found in the Office of Environmental Health Hazard Assessment's (OEHHA) CalEnviroScreen. As these two data sets are updated, it is anticipated to also update the CEI to reflect the most up to date information.

The Consultant will utilize the developed CEI as a basis for the update, potentially including and developing new standardized indicators as requested by Staff and the community. The Consultant will identify the data needed, data sources, and determine the availability of that data, including an assessment of the difficulty and timeline required to obtain the data.

The Consultant will collect and compile data necessary for the update, including coordinating with City of San Diego staff to collect data from City Departments or external sources.

The Consultant will develop a detailed report that provides sufficient detail to explain the methodologies used to update the CEI. The Consultant will draft a summary of the data and methods used.

The Consultant will develop tables, figures, and diagrams as needed.

The Consultant will meet with City staff and consultants as needed.

The Consultant will respond to request for data, explanation of methods and assumptions, and other inquiries as needed to inform the CEI update.

3.2 Assist with implementation of Climate Equity Index Recommendations

In the initial release of the 2019 CEI Report, five recommended next steps were included for how to better advance climate equity in the City of San Diego. Assistance may be needed to gather data or further analyze the CEI results to help inform implementation of the recommendations.

The Consultant will assist, as requested by staff, in the analysis of the CEI results to help implement the recommended next steps.

3.3 Provide Support in Implementing Climate Equity Actions

As the Climate Action Plan is updated and the development of an implementation plan will center around addressing climate equity, assistance will be needed in conducting an analysis of actions that could impact and advance the City's climate equity goals.

The Consultant will assist, as requested by staff, in the analysis of actions and CEI results to determine the best approach to implement the updated or current Climate Action Plan in an equitable manner.

Task 4: Provide Other Technical Support As-Needed

To support other aspects of climate action monitoring and research not specifically included but related to the Scope of Work, the Consultant will be available to provide technical and policy expertise in climate action planning as needed.

4.1 Provide Technical Support as Needed

The Consultant will be available to support CAP-related work including but not limited to policy development, quantitative analysis, qualitative analysis, legal and regulatory analysis, and other topics as needed based on direction from City of San Diego staff.

4.2 Provide City of San Diego Staff and Consultants Data and Information As Needed

The Consultant will respond to request for climate data, explanation of methods and assumptions, and other inquiries as needed.

4.3 Project meetings

The Consultant will attend project meetings with City of San Diego staff and conduct internal meetings as necessary when the Consultant's technical and policy expertise is necessary.

4.4 Attend Public Meetings

The Consultant will attend public meeting as needed, including public informational meetings, City Council meetings, and other meetings as necessary to support the project.

4.5 Project Reports

The Consultant will develop any project-related reports as needed.

Task 5: Administer Contract

This task covers regular contract maintenance and invoicing.

Budget Review and Invoice Preparation

The Consultant will submit regular invoices with all necessary details and in a timely manner.

D. TECHNICAL REPRESENTATIVE

The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this contract.

E. REFERENCES

Proposer is required to provide a minimum of three (3) references to demonstrate successful performance for work of similar size and scope as specified in this contract during the past five (5) years. References shall be submitted on the Contractor Standards Pledge of Compliance form attached to this RFP. Proposer cannot provide a current City of San Diego staff member as a reference. If a City staff member is provided, the Proposer will be required to provide an additional reference. The City reserves the right to contact references not provided by the Proposer.

The City shall rely on references as part of the evaluation process. If the City does not receive a reference from contact provided, the reference may be classified as unsatisfactory. Alternative contacts may be provided, as determined solely by the City.

F. COMPENSATION AND FEE SCHEDULE

Proposer must complete the Compensation and Fee Schedule in its entirety, or the proposal may be deemed non-responsive. Consultant must provide:

- Task specific cost for each task
- Hourly rates for all personnel assigned to the project

Section 1: Task Costs

Task 1: Climate Action Plan Support	\$
Task 2: Support Staff to Implement the Recommendations of the 2021 Climate Action Plan Audit	\$
Task 3: Climate Equity Analysis & Reporting	\$
Total Cost	\$

Section 2: Labor Rate for Listed Team Members and Titles Below for As-Needed Tasks:

Staff Member	Classification	Task Area	Experience	Hourly Rate
				\$
				\$
				\$
				\$
				\$
				\$
				\$

Compensation and Fee Schedule

Having worked with the City of San Diego to develop two climate action plans and support monitoring and reporting over the past more than 5 years, EPIC has a good sense of the level of work required to complete the scope of work. Based on our previous experience, the estimated cost to complete the proposed tasks is \$450,000, approximately \$90,000 annually over the five-year project term. It is possible that the work load could vary annually but based on past experience, nonetheless this value likely will be sufficient to cover the anticipated work.

Task Costs

Table 1 presents the estimated project cost by task in the format included in Addendum A issued by William Eames on October 25, 2022. We assume that the work for Task 1 on the CAP update will begin in year 5 and constitute the majority of costs in that year, and that CAP monitoring will occur every year. The costs is prorated here to show an annual amount, but it is likely that no work for the CAP update will occur in years one through four.

Table 1 Project Cost by Task

Task 1: Climate Action Plan Support	\$ 25,000
Task 2: Support Staff to Implement the Recommendations of the 2021 Climate Action Plan Audit	\$ 25,000
Task 3: Climate Equity Analysis & Reporting	\$ 25,000
Task 4: Provide Other Technical Support As-Needed	\$ 10,000
Task 5: Administer Contract	\$ 5,000
Annual Task Cost	\$ 90,000
Five Year Cost	\$ 450,000

Labor Rate for Listed Team Members and Titles Below for As-Needed Tasks

Table 2 includes names, positions, tasks supported, experience, and fully-burdened hourly rates for EPIC personnel that will be supporting the proposed tasks.

Table 2 Hourly Rates for Participating EPIC Staff

Staff Member	Classification	Task Area	Experience	Hourly Rate
Scott Anders	Director	Task 1, 2, 3	10+ years supporting city level climate action planning	\$ 138.09
Nilmini Silva-Send	Associate Director	Task 1, 2, 3	10+ years supporting city level climate action planning	\$ 108.62
Joseph Kaatz	Staff Attorney	Task 1, 2	7+ years legal and regulatory experience related to climate action planning	\$ 87.05
Katherine Gonzalez	Communications Director	Task 1,2,3	10+ years supporting document development and production	\$ 78.02
Yichao Gu	Technical Policy II	Task 1,2	5+ years completing quantitative analysis for climate action plan development	\$ 73.36
Xiaodan Chen	Technical Policy II	Task 1,3	3+ years analyzing GHG emissions and lifecycle cost for policies and strategies	\$ 71.96

EXHIBIT C



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

EXHIBIT C

ARTICLE I SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

EXHIBIT C

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

EXHIBIT C

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

EXHIBIT C

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

EXHIBIT C

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Reserved.

5.2 Reserved.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

EXHIBIT C

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

EXHIBIT C

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

EXHIBIT C

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

EXHIBIT C

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

EXHIBIT C

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Reserved.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

EXHIBIT C

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

EXHIBIT C

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

EXHIBIT C

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

EXHIBIT C

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

EXHIBIT C

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

EXHIBIT C

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

EXHIBIT C

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

EXHIBIT C

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

EXHIBIT C

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

EXHIBIT C

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A*.

A. BID/PROPOSAL/SOLICITATION TITLE:

Climate Action Plan (CAP) Update, Progress Report and Monitoring,

B. BIDDER/PROPOSER INFORMATION:

University of San Diego			
Legal Name	San Diego	DBA	
5998 Alcalá Paark		CA	92110
Street Address	City	State	Zip
Scott Anders, EPIC Director	(619) 260-4589	(619) 260-4763	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Scott Anders	Director, EPIC
Name	Title/Position
Lakeside, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest as defined	
Interest in the transaction	

Nilmini Silva-Send	Associated Director, EPIC
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest as defined	
Interest in the transaction	

Yichao Gu	Technical Policy Analyst II, EPIC
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest as defined	
Interest in the transaction	

Joseph Kaatz	Staff Attorney, EPIC
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest as defined	
Interest in the transaction	

Xiaodan Chen	Technical Policy Analyst II, EPIC
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest as defined	
Interest in the transaction	

Katherine Gonzalez	Communications Director, CPIL/EPIC
Name	Title/Position
Chula Vista, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest as defined	
Interest in the transaction	

Traci Merrill	Director, Office of Sponsored Programs
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest as defined	
Interest in the transaction	
Maria Sanchez	Controller
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest as defined	
Interest in the transaction	
Truc T. Ngo	Associate Provost for Research Administration
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest as defined	
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
 Yes No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
 Yes No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
 Yes No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

Corporation Date incorporated: 06/30/1949 State of incorporation: California

List corporation's current officers: President: James T. Harris III
Vice Pres: Gail F. Baker, Katy Polg, Andrew T. Allen, Michael Lovette-Cojyer, Ky Snyder, Charlotte Johnson, Richard P. Virgin
Secretary: _____
Treasurer: _____

Type of corporation: C Subchapter S

Is the corporation authorized to do business in California: Yes No

If **Yes**, after what date: 06/30/1949

Is your firm a publicly traded corporation? Yes No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? Yes No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

Yes No

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

Yes No

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?

Yes No

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: Wells Fargo Bank

Point of Contact: Terri Wesolk, Senior Vice President

Address: 333 South Grand Avenue, 5th Floor

Phone Number: (213) 614-3327

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: _____ Year Issued: _____

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes No

If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No

If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes No

If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If Yes, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: San Diego Association of Governments

Contact Name and Phone Number: Allison Wood, 619-699-1973
Contact Email: allison.wood@sandag.org
Address: 401 B Street, Suite 800, San Diego, CA 92101
Contract Date: September 26, 2016
Contract Amount: \$ 1,000,000.00
Requirements of Contract: Support climate action planning in the region, including developing CAPs for cities.

Company Name: County of San Diego
Contact Name and Phone Number: Murtaza Baxamusa (619) 510-2793
Contact Email: Murtaza.Baxamusa@sdcounty.ca.gov
Address: 5510 Overland Avenue, San Diego, CA 92123
Contract Date: June 14, 2022
Contract Amount: \$ 400,000.00
Requirements of Contract: Support implementation of the Regional Decarbonization Framework

Company Name: Cleantech San Diego
Contact Name and Phone Number: Marty Turock 858-847-3388
Contact Email: martyt@cleantechsandiego.org
Address: PO Box 178769 San Diego, CA 92177
Contract Date: June 23, 2021
Contract Amount: \$ 775,000.00
Requirements of Contract: Support member companies of the Southern California Energy Innovation Network.

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
 Yes No

If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?
 Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
 Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?
 Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?
 Yes **No**

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?
 Yes **No**

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?
 Yes **No**

Certification # _____

3. Are you certified as any of the following:
a. Disabled Veteran Business Enterprise Certification # _____
b. Woman or Minority Owned Business Enterprise Certification # _____
c. Disadvantaged Business Enterprise Certification # _____

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? **Yes** **No** If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Not Applicable

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Truc T. Ngo, PhD, Associate Provost for Research Administration

Name and Title



Signature

11/02/2022

Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

III. Disclosure of Discrimination:

No complaint has ever been filed alleging that EPIC discriminated against its employees, subcontractors, vendors or suppliers. The University of San Diego has been the subject of various discrimination complaints by employees over the past ten years. None of those complaints have ever resulted in a finding of discrimination or wrongdoing against the university.

VIII AA: Certifications of Pending Actions: No complaint has ever been filed alleging that EPIC discriminated against its employees, subcontractors, vendors or suppliers. The University of San Diego has been the subject of various discrimination complaints by employees over the past ten years. None of those complaints have ever resulted in a finding of discrimination or wrongdoing against the university.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Truc T. Ngo, PhD, Assoc Provost for Research Admin

Print Name, Title



Signature

11/02/2022

Date

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)
GOODS AND SERVICES CONTRACTOR REQUIREMENTS

I. City's Equal Opportunity Contracting Commitment.

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

Contractors must submit the required EOCP documentation indicated below with their proposals. Contractors who fail to provide the required EOCP documentation are considered non-responsive.

II. Definitions.

Commercially Useful Function: a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, an SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE/ELBE firms do not participate, there is no such role performed.

Disadvantaged Business Enterprise (DBE): a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

Disabled Veteran Business Enterprise (DVBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more Disabled Veterans; and (2) business operations must be managed and controlled by one or more Disabled Veterans. A Disabled Veteran is a veteran of the U.S. military, naval, or air service who resides in California and has a service-connected disability of at least 10% or more. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

Emerging Business Enterprise (EBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in the regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

Emerging Local Business Enterprise (ELBE): a Local Business Enterprise that is also an Emerging Business Enterprise.

Local Business Enterprise (LBE): a business that has both a principal place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months.

Minority Business Enterprise (MBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

Other Business Enterprise (OBE): any business which does not otherwise qualify as Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.

Principal Place of Business: a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of gross annual receipts.

Significant Employee Presence: no less than twenty-five percent (25%) of a business's total number of employees.

Small Business Enterprise (SBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City manager, shall be deemed to be an SBE.

Small Local Business Enterprise (SLBE): a Local Business Enterprise that is also a Small Business Enterprise.

Women Business Enterprise (WBE): a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

III. Disclosure of Discrimination Complaints.

As part of its proposal, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. (Attachment AA).

IV. Work Force Report and Equal Opportunity Outreach Plan.

- A. Work Force Report. Contractors shall submit with their proposal a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEOP) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.
- B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEOP has been approved by the City shall use best efforts to comply with that EEOP.

V. Small and Local Business Program Requirements.

The City has adopted a Small and Local Business Enterprise program for goods, services, and consultant contracts. The SLBE requirements are set forth in Council Policy 100-10. For contracts in which the Purchasing Agent is required to advertise for sealed proposals in the City's official newspaper or consultant contracts valued over \$50,000, the City shall:

- A. Apply a maximum of an additional 12% of the total possible evaluation points to the Contractor's final score for SLBE or ELBE participation. Additional points will be awarded as follows:
 - a. If the Contractor achieves 20% participation, apply 5% of the total possible evaluation points to the Contractor's score; or
 - b. If the Contractor achieves 25% participation, apply 10% of the total possible evaluation points to the Contractor's score; or
 - c. If the prime contractor is a SLBE or an ELBE, apply 12% of the total possible evaluation points to the Contractor's score.

VI. Maintaining Participation Levels.

- A. Additional points are based on the Contractor's level of participation proposed prior to the award of the goods, services, or consultant contract. Contractors are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the Contractor shall make reasonable efforts to maintain the SLBE or ELBE participation for which the additional points were awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.
- C. Contractor shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Contractor's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

VII. Certifications.

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

- A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.
- B. Current MBE or WBE certification from the California Public Utilities Commission.
- C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
- D. Current certification by the City of Los Angeles as DBE, WBE, or MBE.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the proposal or contract documents. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

VIII. List of Attachments.

- AA. Contractors Certification of Pending Actions
- BB. Work Force Report

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.

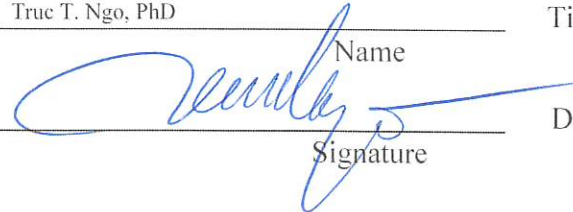
- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

See Attachment A for response

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN
See Attachment A for response					

Contractor Name: University of San Diego

Certified By Truc T. Ngo, PhD Title Associate Provost for Research Administration


 Name
 Signature

Date 11/02/2022

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101
 Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
 CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: _____

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____

Name of Company CEO: _____

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: _____ Type of License: _____

The Company has appointed: _____

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: _____

Telephone Number: _____ Fax Number: _____ Email: _____

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force *
- Managing Office Work Force

Check the box above that applies to this WFR.

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of _____
 (Firm Name)

_____, _____ hereby certify that information provided
 (County) (State)

herein is true and correct. This document was executed on this _____ day of _____, 20.____

 (Authorized Signature)

 (Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: University of San Diego DATE: 10/27/2022

OFFICE(S) or BRANCH(ES): 5998 Alcala Park, San Diego, CA 92110 COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	2	11	7	25	4	10	0	0	2	1	44	75	1	3
Professional	27	29	68	111	53	74	1	1	1	0	410	485	43	50
A&E, Science, Computer	7	6	22	16	13	9	0	1	0	0	85	101	12	11
Technical	1	0	0	6	3	2	0	0	0	0	4	14	2	2
Sales														
Administrative Support	2	8	14	79	9	29	0	1	0	0	20	128	6	11
Services	4	1	51	46	6	4	0	0	0	0	12	4	1	1
Crafts	0	0	19	1	1	0	0	0	0	0	18	1	0	0
Operative Workers														
Transportation	1	0	5	0	2	0	0	0	0	0	1	0	0	0
Laborers*	0	0	20	0	1	0	0	0	0	0	0	0	0	0

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	44	55	206	284	92	128	1	3	3	1	594	808	65	78
--------------------	----	----	-----	-----	----	-----	---	---	---	---	-----	-----	----	----

Grand Total All Employees

2,362

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled: The University of San Diego does not collect this information

Disabled	The University does not collect this information													
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors	The University does not collect this information													
Volunteers	The University does not collect this information													
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: University of San Diego DATE: October 27, 2022

OFFICE(S) or BRANCH(ES): 5998 Alcala Park, San Diego, CA 92110 COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4.

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters	The University of San Diego does not Collect data in this manner. This information is provided in the table above													
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

WORK FORCE REPORT – Page 2

NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial														
Professional														
A&E, Science, Computer														
Technical														
Sales														
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees	<div style="border: 2px solid black; width: 100px; height: 20px; display: inline-block;"></div>													
----------------------------------	---	--	--	--	--	--	--	--	--	--	--	--	--	--

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{1, 3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material
Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning
and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry
Workers

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard
Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of
Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and
Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and
Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration
Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair
Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment
Operators
Pile-Driver Operators
Operating Engineers and Other Construction
Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons**Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine
Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

TAB B

EXECUTIVE SUMMARY AND RESPONSES TO SPECIFICATIONS

Table of Contents

EXECUTIVE SUMMARY	1
EXPERTISE IN CLIMATE ACTION PLANNING.....	1
SIGNIFICANT EXPERIENCE WORKING WITH CITY OF SAN DIEGO.....	1
PROVEN RECORD OF PRODUCING QUALITY WORK PRODUCTS ON-TIME AND WITHIN BUDGET	1
QUALIFICATIONS.....	2
ENERGY POLICY INITIATIVES CENTER – UNIVERSITY OF SAN DIEGO	2
PREVIOUS PROJECT EXPERIENCE	2
PROJECT TEAM QUALIFICATIONS	3
<i>Scott Anders, MA, Director</i>	4
<i>Nilmini Silva- Send, PhD, Associate Director</i>	4
<i>Yichao Gu, MS, Technical Policy Analyst II</i>	4
<i>Xiaodan Chen, PhD, Technical Policy Analyst II</i>	5
<i>Joseph Kaatz, JD, Staff Attorney</i>	5
<i>Katherine Gonzalez, Assistant Director, Public Interest Law Communications</i>	6
PROJECT TEAM ROLES BY TASK	6
SCOPE OF WORK – APPROACHES AND METHODS	7
TASK 1: CLIMATE ACTION PLAN SUPPORT	7
1.1 <i>Climate Action Plan Update</i>	7
1.2 <i>Climate Action Plan Annual Monitoring</i>	9
1.3 <i>Data Retention and Sharing</i>	10
TASK 2: SUPPORT STAFF TO IMPLEMENT THE RECOMMENDATIONS OF THE 2021 CLIMATE ACTION PLAN AUDIT	11
2.1 <i>Coordinate with Staff to Continue Development of a Rating System of CAP Measures</i>	11
2.2 <i>Provide Support to City Staff As-Needed in the Development of a CAP Implementation Plan</i>	12
2.3 <i>Provide Support to City Staff As-Needed in the Development of Department CAP Workplans</i>	13
2.4 <i>Provide City of San Diego Staff and Consultants Data and Information as Needed to Assist with the Implementation of the Audit Recommendations</i>	13
TASK 3: CLIMATE EQUITY ANALYSIS AND REPORTING	13
3.1 <i>Update the Climate Equity Index</i>	14
3.2 <i>Assist with Implementation of Climate Equity Index Recommendations</i>	14
3.3 <i>Provide Support in Implementing Climate Equity Actions</i>	15
TASK 4: PROVIDE OTHER TECHNICAL SUPPORT AS-NEEDED.....	15
4.1 <i>Provide Technical Support as Needed</i>	15
4.2 <i>Provide City of San Diego Staff and Consultants Data and Information As Needed</i>	16
4.3 <i>Project Meetings</i>	16
4.4 <i>Attend Public Meetings</i>	17
4.5 <i>Project Reports</i>	17
TASK 5: ADMINISTER CONTRACT	17
5.1 <i>Budget Review and Invoice Preparation</i>	17
MANAGEMENT APPROACH.....	18
<i>Project Management Approach</i>	18
PROJECT SCHEDULE	18
TECHNICAL REPRESENTATIVE	20
REFERENCES.....	21

COUNTY OF SAN DIEGO REGIONAL DECARBONIZATION FRAMEWORK	21
SANDAG ENERGY ROADMAP PROJECT	21
SOUTHERN CALIFORNIA ENERGY INNOVATION NETWORK	21
ATTACHMENT A - RESUMES	23

EXECUTIVE SUMMARY

The Energy Policy Initiatives Center (EPIC) is pleased to submit this proposal in response to Solicitation Number: 10089884-23-E. We are confident that our team's expertise in climate action planning, significant experience working with the City of San Diego, and a proven track record on delivering high quality work on time and within budget, will ensure successful completion of the proposed work. Our strengths below explain why we are the best fit for this project.

Expertise in Climate Action Planning

Our highly qualified team has significant experience working on climate action planning in the San Diego region. Over the past decade plus, EPIC has helped develop or contributed to most of the adopted Climate Action Plans (CAPs) in the San Diego region, including the City of San Diego, County of San Diego, and nearly all of the 16 local jurisdictions that participated in SANDAG's Energy Roadmap Program.

Our expertise in climate planning is well matched to the specific activities of this project, including GHG emission modeling, CAP development, climate equity, and implementation and monitoring. Under contract with SANDAG, EPIC developed five of the six technical appendices that comprise SANDAG's ReCAP Framework: Appendix I: GHG Inventories, Projections, and Target Selection; Appendix II: GHG Reduction Calculation Methods for CAP Measures; Appendix III: Benefit-Cost Analysis for CAP Measures; Appendix IV: CAP Implementation Cost Analysis (ICA); Appendix VI: CAP Monitoring and Reporting. In addition, EPIC prepared the Local Policy Opportunity Chapter of the County of San Diego's Regional Decarbonization Framework Technical Report, which is based in part on extensive knowledge of state laws, regulations, and guidance.

Significant Experience Working with City of San Diego

Our team also has been supporting City of San Diego's climate action planning efforts for over a decade. We supported development of the 2015 CAP, have been under contract for the past 7 years to support monitoring and progress reporting, helped develop and update the Climate Equity Index (CEI), provided the technical support for the 2022 CAP update, and are currently supporting staff to develop an ICA to support development of departmental CAP workplans and respond to the City Auditor's recommendations. EPIC staff is well qualified and highly flexible to provide additional technical and regulatory expertise such as in the development of material for reporting to outside entities, analysis of data for related purposes, and development of local ordinances. Given our working knowledge of City of San Diego CAP and our ongoing relationship with City of San Diego staff, our team will be able to get to work immediately to support the proposed work in an efficient and effective manner.

Proven Record of Producing Quality Work Products On-Time and Within Budget

EPIC has a demonstrated record of delivering high quality work products on time and on budget, and problem-solving skills. Our team has the necessary staff capacity and availability to complete the project in a timely manner. In addition, we will leverage and integrate knowledge from previous projects with other jurisdictions and the City of San Diego to execute the project efficiently.

QUALIFICATIONS

Energy Policy Initiatives Center – University of San Diego

The Energy Policy Initiatives Center (EPIC) is an energy and climate policy center based at the University of San Diego with expertise in policy, legal, and regulatory analysis. EPIC's staff brings decades of experience in regional energy and climate policy and planning, quantitative analysis, legislative and regulatory analysis, legal analysis, benefit-cost and cost effectiveness analysis, all aspects of climate action planning, and local energy ordinance development. EPIC has worked with nearly all local jurisdictions in the San Diego region. Recent notable projects include: the city of San Diego's 2022 CAP update; a comprehensive review of all CAPs in the San Diego region to develop the local policy analysis (Chapter 8) of the Regional Decarbonization Framework Technical Report; methodologies included in the San Diego Association of Government's (SANDAG) Regional Climate Action Planning (ReCAP) Framework; policy and quantitative analysis for most CAPs in the San Diego region; a comprehensive benefit-cost analysis for several jurisdictions in the region; energy ordinance development and cost effective analysis for the County of San Diego and City of Encinitas; estimation of vehicle miles reduction from implementation of an active transportation plan for the City of Encinitas; Climate Equity Indexes for the Cities of San Diego and Chula Vista; analysis of the impact of specific climate change hazards on regional assets such as miles of roadways and housing; evaluation of local ordinances of all types to assess trends in local regulation related to energy and greenhouse gases; and, an analysis of local carbon offset credits opportunities in the San Diego region, relevant to all jurisdictions seeking to achieve net zero emissions goals.

In addition to our work with most cities in the region, EPIC has strong relations with the City of San Diego, built up over more than a decade of energy and climate technical, policy and regulatory support. EPIC also works with state agencies including the California Energy Commission (CEC), California Public Utilities Commission (CPUC), and the California Air Resources Board (CARB) to conduct energy and climate policy related research and analysis.

EPIC staff comprises energy and climate policy experts, environmental engineers, scientists, economic and cost data analysts, and lawyers.

Previous Project Experience

Our team has significant expertise and experience completing climate planning projects in the region and has supported nearly all climate action planning activities in our region: from GHG inventory development to target selection; CAP measure development to GHG reduction estimates; benefit-cost analysis to implementation and monitoring efforts; and, public engagement to CAP adoption.

Table 1 provides a list of ongoing and completed projects for local jurisdictions that are similar in nature to the proposed project. The final section lists projects completed as part of a contract with SANDAG to support the 16 smallest jurisdictions in the region. Note that we provide three references in the contractor standards forms and in references section of this document.

Table 1 Selected Experience in Climate Action Planning in the San Diego Region

CLIENT	PROJECT	CONTACT
Ongoing Relevant Projects		
County of San Diego	Development of Regional Decarbonization Framework Implementation Playbook	Murtaza Baxamusa, Murtaza.Baxamusa@sdcounty.ca.gov, (619) 510-2793
City of San Diego	Climate Action Plan Monitoring, Climate Equity Index, Implementation Cost Analysis	Moriah Saldana, MSaldana@sandiego.gov, 909-953-9233
City of Solana Beach	Climate Action Plan Update 2022-2023	Crystal Najera, cnajera@encinitasca.gov, 760-943-2285
City of La Mesa	Climate Action Plan Update 2022-2023	Hilary Ego, HEgo@cityoflamesa.us, 619-667-1326
City of Carlsbad	Climate Action Plan Update 2022-2024	Moe Zarabi, Moe.Zarabi@sdcounty.ca.gov, 858-694-3012
SANDAG - AECOM	Environmental and Quality of Life Impacts of Regional Plan (RP) and Effects of Climate Change on Regional Plan Transportation Network and Land Use	Toni Horst, AECOM, Toni.Horst@aecom.com, 703-340-3048
SDG&E	Analysis of Local Codes and Standards, Assessment of Trends, Future Potential for State Regulation	Jeremy Reeve, JMReeve@sdge.com, 619-676-8811
Helix Water District	GHG Analysis by Scope, reporting to Carbon Disclosure Project, verified by Third Party	Moe Zarabi, Moe.Zarabi@sdcounty.ca.gov, 858-694-3012
Other Relevant Experience		
City of Encinitas	Active Transportation Plan Analysis, Interim CAP Update Support, CAP Ordinance Development	Crystal Najera, cnajera@encinitasca.gov, 760-943-2285
County of San Diego	CAP Benefit-Cost Analysis	Moe Zarabi, Moe.Zarabi@sdcounty.ca.gov, 858-694-3012
City of Chula Vista	Climate Equity Index	Cory Downs, CDowns@chulavistaca.gov, 619-248-7421
City of Carlsbad	Climate Action Plan Amendment #1 & #2, Climate Action Plan Implementation Cost Analysis	Katie Hentrich, katie.hentrich@carlsbadca.gov, 760-602-4623
UC San Diego	Local Policy Opportunity Analysis for County of San Diego Regional Decarbonization Framework Technical Report	Murtaza Baxamusa, Murtaza.Baxamusa@sdcounty.ca.gov, (619) 510-2793
SANDAG On-Call Climate Planning Services 2015-2020		
SANDAG	Regional Climate Action Planning Framework Technical Appendices and Guidance	Katie Hentrich, katie.hentrich@carlsbadca.gov, 760-602-4623
City of Encinitas	Climate Action Plan Update	Crystal Najera, cnajera@encinitasca.gov, 760-943-2285
City of La Mesa	Climate Action Plan Cost Analysis	Howard Lee, hlee@coronado.ca.us, 619-522-2423
City of Solana Beach	Climate Action Plan Development	Dan King, dking@cosb.org, 858-720-2477
City of Lemon Grove	Climate Action Plan Development	Noah Alvey, nalvey@lemongrove.ca.gov, 619-825-3812
City of Vista	Climate Action Plan Development	John Conley, jconley@ci.vista.ca.us, 760-643-5200
City of San Marcos	Climate Action Plan Update	Saima Qureshy, squreshy@san-marcos.net, 760-744-1050
City of Escondido	Climate Action Plan Update	Mike Strong, Mike.Strong@carlsbadca.gov
City of Oceanside	Climate Action Plan Cost Implementation Analysis	Russ Cunningham, rcunningham@ci.oceanside.ca.us, 760-435-3525
City of El Cajon	Climate Action Plan Development	Melissa Devine, MDevine@cityofelcajon.us, 619-441-1773
SANDAG	Climate Action Plan Monitoring and Data Portal	Katie Hentrich, katie.hentrich@carlsbadca.gov, 760-602-4623

Project Team Qualifications

The most important factor to accomplish the work proposed here is the team of experts that will execute that work. Our EPIC team has worked on climate planning in our region for over a decade and is well positioned to support City of San Diego’s climate planning efforts. Our team has sufficient staff capacity to complete the work proposed and will continue our history of producing high-quality deliverables in a timely manner.

Our team has unparalleled expertise and experience completing climate planning projects in the region and has supported nearly all climate action planning activities in our region: from GHG inventory development to target selection; CAP measure development to CAP document production; benefit-cost analysis to implementation and monitoring efforts; and, public engagement to CAP adoption.

Biographies of key personnel are provided below. Full resumes are provided in Appendix A.

Scott Anders, MA, Director

Mr. Anders has more than 20 years of experience working on energy and climate issues in the San Diego region. He is the Director of EPIC, a research center of the University of San Diego School of Law. He joined EPIC in October 2005 as its inaugural director and developed both its academic and research programs. His work focuses on regulatory and policy issues relating to the transition to a low-carbon economy. He has authored or co-authored numerous reports and papers on topics including energy efficiency, distributed generation, mitigating greenhouse gases, and smart grid strategies. Mr. Anders also has supported EPIC's work with California cities to assist in climate action planning. Prior to joining EPIC, Mr. Anders was a senior manager of the Center for Sustainable Energy (CSE), where he directed regulatory activities and a portfolio of energy programs funded under the auspices of the California Public Utilities Commission. He also worked as a policy researcher for a Washington D.C. policy think tank and served as a Peace Corps Volunteer in Mali, West Africa. He holds an M.A. in public policy, with a concentration in energy and environmental policy, from the University of Maryland's School of Public Policy.

Nilmini Silva- Send, PhD, Associate Director

Dr. Silva-Send has over 25 years professional experience. She leads research, policy development and project implementation in local and regional climate action. Specific recent projects include analysis of local greenhouse gas mitigation measures, understanding methods and approaches to close the gap to achieve net zero carbon, and the development of climate equity indexes for cities. She has been an advisor in the California Water-Energy nexus protocol development and assists in the state codes and standards team. She is an executive committee member of the California Lawyers Association's International Law Section.

Prior to joining EPIC, Dr. Silva-Send worked in environmental and regulatory due diligence consulting in California, European countries, and for U.S. Department of Defense facilities in Europe. She has developed and spoken at energy and environmental policy capacity-building workshops in Mexico, at the Asian Development Bank in Manila, Philippines, and in Saudi Arabia. As Adjunct Professor at USD, she teaches international law with a focus on energy investment, trade, and linkages to national policies based on climate change law. She also teaches international Law of the Sea. Dr. Silva-Send has a B.S. in Chemistry, an LLB from the University of London, and a PhD in international environmental law from the University of Kiel, Germany.

Yichao Gu, MS, Technical Policy Analyst II

Gu's work focuses on developing, maintaining and updating EPIC's tools and models on greenhouse gas emission inventories, estimating GHG forecasts, projections, scenario analysis, and reduction measures for local jurisdictions and the San Diego region based on best available data

and methods. Gu is familiar with various greenhouse gas reporting scopes and protocols such as U.S. community, government operation, corporation and public sector protocols; and greenhouse gas tools and models such as SEEC ClearPath, Air Resources Board emissions tools and models, among others.

Since joining EPIC in 2015, Gu has worked on the technical analysis for many of the CAP projects in the region, including develop greenhouse gas emissions inventories, projecting emissions, establishing emission reduction targets based on state guidelines, and quantifying emission reduction impact of state programs (RPS, vehicle efficiency standards), and local measures (solar ordinance, efficiency retrofits, water conservation, alternative transportation modes). Prior to joining EPIC, Gu worked as a research assistant at the California Department of Public Health, Indoor Air Quality Program. Gu holds a M.S in Civil Engineering from University of California, Berkeley, with a focus on the intersection of energy, civil infrastructure and climate science, and a B.S in Civil and Environmental Engineering from University of Illinois at Urbana-Champaign.

Xiaodan Chen, PhD, Technical Policy Analyst II

Dr. Chen supports EPIC's quantitative analysis, with an expertise in complex data analysis. Her work at EPIC includes developing environmental and climate indicators to assess the impact of regional plans, such as the analysis of climate hazards on assets in the region; updating and researching latest approaches for future Climate Equity Indexes and risk analysis; developing data analysis methods for climate and energy policy analysis; and supporting energy and climate policy cost analysis.

Before joining EPIC in June 2020, Chen worked as a Research Data Analyst in the Geologic Energy Management Division at the California Department of Conservation where she supported a database of fossil fuel production facilities in California. She received her PhD degree in Civil and Environmental Engineering from Rutgers University. Her research interests include environmental and economic life-cycle assessment, sustainable and resilient transportation infrastructure, and climate change impacts and adaptation. Chen has a master's degree in Urban and Regional Planning from the University of Iowa and a bachelor's degree from South China Agriculture University.

Joseph Kaatz, JD, Staff Attorney

Mr. Kaatz serves as the Staff Attorney at EPIC. His work has focused on regulatory and policy issues related to climate planning, GHG emissions, and energy, such as the extent of local and regional authority to develop and adopt municipal codes, legal aspects of joint powers authorities such as community choice aggregators (CCA), the interaction of CEQA with development projects, effects on local jurisdictions of federal and state statutes on renewable energy generation, energy storage, transmission, land use and finance mechanisms. Mr. Kaatz has authored or co-authored several reports related to energy policy: GHG allocation methods, energy efficiency, energy efficiency finance, CAP mitigation implementation, best practices in permitting, zoning, interconnection, and finance in support of the Department of Energy's SunShot program to decrease the soft costs of rooftop solar across California. Mr. Kaatz was lead author of the first comprehensive report on Property Assessed Clean Energy Programs (PACE) for residential and commercial properties in California.

Prior to joining EPIC, Mr. Kaatz worked in land use, construction management, and the prosecution of complex anti-trust, consumer class-actions, and mass tort litigation. He holds a J.D from the University of San Diego School of Law, with a concentration in public interest law and an emphasis in environmental and consumer law, and a B.A. in history from Pepperdine University. Mr. Kaatz is licensed to practice law in California and Colorado. Mr. Kaatz also supervises EPIC’s Energy Law and Policy Clinic.

Katherine Gonzalez, Assistant Director, Public Interest Law Communications

Katherine Gonzalez (Katie) is the Assistant Director of Public Interest Law Communications at the University of San Diego (USD) School of Law. Ms. Gonzalez works with the Administrative Directors of the Center for Public Interest Law, Children’s Advocacy Institute, and Energy Policy Initiatives Center to enable strong communications support for both internal and external audiences. She provides editing, publishing, and strategic communications support for the academic and research programs of all three centers, and plays a significant role in editing and preparing for publication all journal articles, reports, and other publications.

She graduated from USD in 1998 with a Bachelor's in Political Science and a Graduate Certificate in Paralegal Studies, General Litigation. Ms. Gonzalez is an active member of the USD Paralegal Alumni Association and the San Diego Paralegal Association. In 2007, she was awarded San Diego Paralegal of the Year by the San Diego Daily Transcript.

Project Team Roles by Task

Figure 1 summarizes the role of project team members for the tasks. Scott Anders will direct activities for EPIC and lead Tasks 2 and 5. Nilmini Silva-Send will lead the remaining tasks and support all tasks. Joe Kaatz will provide regulatory and policy support for Tasks 1 and 2. Yichao Gu will conduct all technical tasks related to CAP development and monitoring and support work on the CEI and other technical support. Xiaodan Chen will conduct technical work on the CEI and support other technical tasks. Katie Gonzalez will support document production and review.

Figure 1 Project Team Roles

Project Tasks	Energy Policy Initiatives Center					
	Anders	Silva-Send	Kaatz	Gu	Chen	Gonzalez
TASK 1: Climate Action Support		Lead				
TASK 2: Support Staff to Implement 2021 Climate Action Plan Audit Recommendations	Lead					
TASK 3: Climate Equity and Reporting		Lead				
TASK 4: Provide Other Technical Support, As Needed		Lead				
TASK 5: Administer Contract	Lead					

SCOPE OF WORK – APPROACHES AND METHODS

As described in more detail below, if selected, EPIC will support the City of San Diego in future updates of the 2022 CAP, annual progress reports, developing monitoring indicators and using them to track progress, updating the CEI, and other technical services as requested and identified by staff.

Task 1: Climate Action Plan Support

EPIC has provided climate planning support to the City of San Diego since about 2010, including GHG analysis and measure development of the 2015 and 2022 CAPs. We will continue working collaboratively with staff to incorporate the latest methods, policies, and approaches into the tasks outlined below.

1.1 Climate Action Plan Update

We assume that proposed work to update the recently adopted 2022 CAP will begin in 2027.

1.1.1 Calculate the City of San Diego Greenhouse Gas Emissions Inventory

EPIC will update the City's communitywide and municipal operations inventories for the latest year possible using the best available data and methods. Methods will be based on the ICLEI U.S. Community Protocol, the ICLEI Local Government Operations Protocol for Greenhouse Gas Inventories, with refinements to conform to the City of San Diego circumstances. However, other protocols may be used for different reporting purposes, for example EPIC has supported the City to report GHG emissions under the Carbon Disclosure Project. EPIC will collect the data necessary to produce these greenhouse gas inventories with emissions from electricity, natural gas, on-road transportation, solid waste, wastewater, back up diesel generators (BUDG), and energy related to water use.

EPIC will prepare a technical report to document in detail the process, data, sources, and methods used to develop the community-level and municipal-level inventories.

1.1.2 Analyze New Baseline Values for the CAP Update

EPIC will review the latest projections and baseline data to determine which categories may need to be recalculated using updated methods (e.g., for transportation and solid waste), data required, and estimate the difference between the values included in the 2022 CAP and those using updated data and methods. The projection from the latest inventory will include the impacts of federal and state legislation, known as the legislatively-adjusted projection. The impacts of the local City actions will be measured against this projection. As the 2022 CAP has goals to achieve a Race-To-Zero pledge of net zero emissions by 2035, any recent year can be used as a baseline for achieving this goal. The new 2022 CAP goals are more rigorous than the previous target for 2035 because of the net zero emissions goal.

EPIC will include this baseline and projections analysis and explanations in the technical report for the inventories that have been an Appendix to the CAP.

1.1.3 Evaluate Additional Greenhouse Gas Mitigation Measures

EPIC will identify and evaluate any refinements or additional greenhouse gas mitigation measures not already included in the 2022 CAP based on latest statewide direction, best practices and policies from other cities. The EPIC team will work with City staff to identify and quantify these additional measures, and move measures made redundant through state regulation into the legislatively-adjusted projection. We will complete the following key steps in this process.

- **Review Existing CAP Measures** - EPIC will review existing CAP measures to determine if any revisions are needed based on current implementation process and progress, and the impact of the most recent California regulations. EPIC is familiar with City of San Diego's CAP measures, having developed and quantified them in the original CAP development process.
- **Identify Other CAP Measures** - EPIC will review CAP measures adopted in CAPs in the San Diego region and other notable cities around California, including those with similar characteristics. EPIC maintains a database of measures included in CAPs in the San Diego region. The City of San Diego's extensive public outreach process means that it generally also receives public input. As a result, we fully anticipate that this process also will generate very local and specific CAP measures.
- **Develop List of Candidate Measures** - Based on the results of the review of existing measures, EPIC's CAP measure database, other CAPs, policies and plans around the state, and feedback from the public and city departments, EPIC will develop a list of candidate measures for consideration by staff.
- **Develop Measure Evaluation Framework** - EPIC will work with City of San Diego staff to further develop the existing evaluation framework to help select and prioritize CAP measures. One tool previously used for an evaluation framework for mitigation policies was the CLIMACT Prio tool. The City has significantly revised and tailored this tool to include co-benefits and core-benefits of mitigation measures, such as equity. EPIC will provide information on other recent approaches to compare strategies that have been developed since the CLIMACT Prio tool.

1.1.4 Develop Methodologies to Estimate GHG Reduction Potential and Estimate Potential

Once the candidate measures have been identified and selected, EPIC will estimate the GHG reduction potential for each measure using established methods and based on substantial evidence that the measure can be implemented.

- **Collect Data** - Based on previous work in the region and specifically with City of San Diego, EPIC will identify data needs, and work with city staff, relevant city departments, and third-party agencies (e.g., SDG&E) to collect the data needed for the GHG reduction potential calculation.
- **Estimate GHG Reduction Values** - Using the ICLEI methodologies as documented in SANDAG's ReCAP Appendix II: GHG Reduction Calculation Methods for CAP Measures, EPIC will estimate the GHG reduction impacts of all candidate measures.
- **Develop Technical Document** - EPIC will summarize the GHG reductions estimates and methods used for each candidate measures in a technical report.

1.1.5 Integrate Measures into Overall CAP Framework

Over the years, we have worked with many cities and other partners to integrate results of our CAP measurement development and GHG calculations into a CAP document. We are very familiar with this process and will work with staff, to provide needed results of the GHG inventory, projections and measures analysis in a format that can be easily added into the overall CAP framework and resulting document developed by the City.

Task 1.1 Deliverables:

We assume that all project activities related to CAP update will occur starting in 2027.

- Communitywide GHG inventory for CAP update
- Draft and final Technical report for GHG inventory
- Memo on GHG target selection, as needed
- List of candidate CAP measures
- Draft and final measure selection criteria and framework
- Draft and final matrix of candidate measures with selection criteria
- Data collection tool for staff, as needed
- Attend public engagement events, as needed
- Preliminary results of GHG reduction analysis in excel spreadsheet
- Draft and final technical document for CAP measure GHG reductions
- Draft and final content for CAP document

1.2 Climate Action Plan Annual Monitoring

EPIC has supported CAP monitoring and development of annual progress in the years since adoption of the 2015 CAP and are currently developing the 2022 Annual Progress Report for the City of San Diego. Based on our previous work to support CAP-related monitoring in many cities in our region, our familiarity with the general data needs and required methods, and our experience with the City processes, we are confident we can continue to meet the needs of City staff.

1.2.1 Update Communitywide Greenhouse Gas Emissions Inventory Annually

Work for this task is substantially similar to that in Task 1.1.1 but will form the basis for CAP monitoring and reporting. EPIC will estimate the communitywide greenhouse gas emissions annually for the City of San Diego using existing methods such as the ICLEI protocol, U.S. Community Protocol, but also any other protocol, such as the Carbon Disclosure Project, identified by staff for reporting purposes. EPIC will identify the data needed, data sources, and determine the availability of that data, including an assessment of the difficulty and timeline required to obtain the data. Data has typically been collected for the categories: electricity, natural gas, on-road transportation, solid waste, wastewater, and water. EPIC will also work with and coordinate with City of San Diego staff to collect data from City Departments. EPIC has previously developed a process, method and spreadsheet to facilitate department data collection which we hope to streamline in this phase.

EPIC will identify additional metrics to incorporate into the annual report based on the needs of staff, Mayor's Office, and stakeholders and to assess activity levels by category, emissions levels, trends, and any other relevant information for the Progress Report related to the measures and

actions included in the CAP. EPIC will compile the results into representative charts, tables, and, work with staff to develop appropriate language for the progress report in sufficient detail to explain the methodologies in an iterative process with City staff.

1.2.2 Update Municipal Operations Greenhouse Gas Emissions Inventory Annually

For the past several years, EPIC has worked with staff to develop a Municipal Operations Greenhouse Gas Inventory which has fed into the City's Municipal Energy Strategy, identifying data issues and uncertainties, and working together to improve data quality from the data provider SDG&E. EPIC will build on its existing expertise to estimate the City's current municipal inventory.

Based on data provided, EPIC will estimate the municipal operations greenhouse gas emissions for the City of San Diego using methods consistent with ReCAP, the ICLEI Local Government Protocol, or any other protocol identified by staff for reporting of municipal emissions. Data is usually collected for all municipal operations from electricity, natural gas, solar energy production, landfills, solid waste in landfills and to energy conversion, wastewater treatment and fleet fuel use. Building-related electricity and natural gas data may also be available through the Energy Star Portfolio program and used as quality-control to validate the data provided by the utility. EPIC also has experience and can develop surveys to collect data for assessing employee commuting miles and fuel use if needed. This data will be converted to a municipal greenhouse gas inventory, as well as charts and tables. A summary technical document will also be provided with explanations of process, data and sources, and methods used.

Task 1.2 Deliverables:

We assume that all project activities related to CAP progress reporting will occur annually, including the deliverables listed here.

- Communitywide GHG inventory for CAP progress
- Draft and final results of communitywide monitoring and progress reporting
- Tables, figures, and other content for inclusion in communitywide progress report
- Draft and final technical document for communitywide calculations
- Municipal operations GHG inventory for CAP progress
- Draft and final results of municipal operations monitoring and progress reporting
- Draft and final technical document for municipal operations calculations
- Tables, figures, and other content for inclusion in municipal operations progress report

1.3 Data Retention and Sharing

For purposes of CAP annual progress reports, EPIC has been collecting and sharing CAP-related data as needed with all departments over the last seven years. In this future phase, EPIC would work with City staff to develop a strategy for data retention, storage and sharing that could work independent of specific staff. EPIC will research best practices on data retention and sharing. Based on this, we will prepare a guidance document on the strategy so that the type of data, the sources, frequency of data collection, monitoring metrics, retention duration, accessibility and sharing across departments is facilitated to avoid loss of institutional knowledge over time. EPIC will work Sustainability and Mobility staff to collaborate with the City's Open Data staff, to develop this

strategy, and prepare the data to be up-loadable to the City's Open Data portal. At this time, only a subset of the climate data and metrics are provided to the Open Data portal.

Task 1.3 Deliverables:

- Memo on best practices on data retention and sharing
- Draft and final data retention and sharing guidance document

Task 2: Support Staff to Implement the Recommendations of the 2021 Climate Action Plan Audit

The City of San Diego's Office of the City Auditor conducted a performance audit of the 2015 CAP in 2021. EPIC is familiar with the outcomes and recommendations of that report and will work actively with staff help implement applicable recommendations. In particular, the Audit recommended that the City strengthen the interaction between the Sustainability and Mobility Department and all other departments in the City, including the following: provide and seek approval of Department CAP workplans by the Sustainability and Mobility Department, to indicate how each department's work aligns with the CAP; seek opportunities for collaboration among City departments; better inform the public and City Council on CAP implementation and progress; develop a rating system for the mitigation measures to prioritize action; develop a CAP implementation plan, with an estimate of associated costs, identification of funding gaps and information on funding sources.

2.1 Coordinate with Staff to Continue Development of a Rating System of CAP Measures

Once a CAP is adopted, determining which measures to prioritize is an important step. EPIC has worked with staff to refine a rating system based on the [CLIMACT](#) Prio model and tools that EPIC identified in 2019, based on multicriteria analysis, and assisted staff with the ranking and ranking process of specific indicators in this tool.

Specifically, EPIC assisted staff with the following aspects of the rating system:

- Recommended criteria (co-benefits, feasibility, and equity) to be included in the CLIMACT Prio model and assisted staff with developing the criteria weighting method
- Developed preliminary list of co-benefits (e.g., indoor air quality, increase safety, increase affordability of transportation, improve independence for local resources) for stakeholder and community inputs
- Grouped the final list of co-benefits into categories (air quality, public health, jobs and economy, resiliency) from 16 selected co-benefits
- Developed the method and evaluate the co-benefits of each CAP action and CAP supporting action on a 0-3 scale for three of the four co-benefit categories (See CAP Appendix C for the methodology)
- Assisted on developing co-benefit category weighting based on public inputs

For this project, EPIC would use a similar approach and work with staff to update and revise this approach as needed. Also, we will work with staff to document the methods used to develop, inform, and refine the rating system.

Task 2.1 Deliverables:

- Draft and final list of criteria, including co-benefits
- Attend public engagement events, as needed
- Draft and final recommendations on method to rate and prioritize actions

2.2 Provide Support to City Staff As-Needed in the Development of a CAP Implementation Plan

After climate action planning, actions must be implemented and monitored to track progress of both the actions themselves, through indicators developed from the actions, and frequent GHG emissions analysis. It may be noted that the City has implemented several large-impact GHG mitigation measures that were in the 2015 CAP, and was the first in the region to adopt a 100% renewable electricity program. This resulted in formation of the San Diego Community Power JPA. The City of San Diego was also the first in the state to develop a CEI to address in a more granular way than the State tools can, to support prioritization of projects in Communities of Concern. The City created a Climate Equity Fund to fund those projects.

In the Audit report, it was recommended further that the City of San Diego develop an implementation plan once the CAP 2022 was adopted, including an assessment of costs, funding gaps, and funding sources. As a part of this, EPIC is currently working with City staff to estimate costs of implementation of all CAP actions, the results of which will be included in the Implementation Plan. This process has included the development of a matrix, based on internal cost collection tools used internally by Department of Finance and Engineering and Capital Projects, that includes the more than 200 actions identified by staff as related to the 2022 CAP, and participating in meetings with each department on how this matrix should be populated and integrated into department Work Plans.

EPIC is very familiar with methods to develop such costs analyses. In addition, EPIC can support implementation and implementation planning based on work with other cities, and the CAP monitoring technical document provided in ReCAP. In the ReCAP monitoring document, EPIC provided methods to create systems of accountability, performance metrics, milestones, timelines, with examples from other jurisdictions. In general, monitoring can occur at the department level, at the city level to assess completion of actions, and at the community level to monitor overall consumption and activity levels by emissions category and identify GHG emissions trends. Currently, only the activities which lead to changes in activity by emission sector are tracked in the Annual Progress report by EPIC. In future, in addition, the following new results can be integrated into the Annual Progress report as part of implementation:

- Activities by department based on the work plans
- Progress on implementation of the CEI funding and projects
- Cross-cutting activities between the CAP and the San Diego Resilience Plan

2.3 Provide Support to City Staff As-Needed in the Development of Department CAP Workplans

CAP workplans are being developed conceptually along with the ICA data needs and process framework matrix that EPIC has developed and using. Through this process, EPIC assists departments to think through implementation actions. EPIC participates in department meetings related to data collection for the ICA. As a result, EPIC is well placed to help finalize the workplans, and track progress over the years. EPIC has experience developing ICAs for other cities in the region and is familiar with the type of workplan other cities have developed. EPIC will be able to assist in the selection of performance indicators by department or a combination of departments, refine implementation strategies, and monitor departmental outcomes.

2.4 Provide City of San Diego Staff and Consultants Data and Information as Needed to Assist with the Implementation of the Audit Recommendations

EPIC is familiar with the 2021 audit report of the 2015 CAP, as well as the audit process performed by the Office of the City Auditor. EPIC was also interviewed about our previous CAP-related work by the City Auditor. While recognizing that the CAP is a living document which must be updated from time to time, the report did recommend certain improvements, such as developing oversight mechanisms for greater accountability, greater coordination among departments, and fiscal planning. EPIC has been a part of the changes that are being implemented to address these issues. For greater accountability, in addition to the CAP departmental all-round Sustainability Round-Table gatherings every quarter, EPIC has helped the Sustainability and Mobility Department to streamline the data gathering process from other departments for CAP measures, and has participated in many inter-departmental meetings and stakeholder engagement meetings to inform and be informed on CAP progress.

A big step in the implementation of the Auditor's report has been to initiate an ICA of the CAP measures and actions that are now in the CAP 2022, as well as other actions that support these actions and measures. A list of more than 200 actions in a database has been created through an inter-departmental process and is being used by EPIC to refine the matrix system for input of factors for the cost analysis, which will be analyzed to understand future costs of CAP action implementation. The Sustainability and Mobility Department has reached out to each department to request data and to provide other information from their work which can be part of CAP actions and implementation. CAP workplans by department are being developed partly because of the needs of the ICA. As EPIC is intimately involved in this data-gathering process, EPIC will help departmental work plan development, as well as the integration of such plans into the overall CAP when it is next updated.

EPIC supported the Sustainability and Mobility Department to develop a measure ranking system, based on GHG reductions, co-benefits such as air pollution reduction, feasibility of actions, equity considerations based on the CEI indicators. This system can be used to prioritize projects, and will continue to be improved with results of the ICA done by EPIC in 2022-23.

Task 3: Climate Equity Analysis and Reporting

Starting in mid-2019, EPIC worked with the City's then recently-hired equity specialist to develop the first-ever CEI in this region. Led by an equity stakeholder group convened by the City, EPIC

provided background information, options for indexes, indexes developed by other cities such as Tacoma (Washington) and Oakland (California), to converge onto a set of indicators selected by the stakeholder group. These indicators were analyzed and developed into an aggregated index by census tract. EPIC wrote a methods section for the final CEI report, and presented the data in a GIS format on the City's website. Upon updates of indicator data, EPIC has continued to update the index, and continues to engage through the Sustainability and Mobility Department with the stakeholder group, through regular meetings and presentations. EPIC provides latest academic research on risk assessment and vulnerability, to understand nuances and limitations of the method.

3.1 Update the Climate Equity Index

To better assist Communities of Concern, and to establish benchmarks and metrics to serve as a citywide assessment of climate equity, the City's Sustainability and Mobility Department and EPIC created the first-of-its-kind CEI. San Diego's CEI assessed all 297 census tracts located in the City and developed standardized indicators to calculate a CEI score from 0-100 for each tract that can be compared to the score of other tracts. The CEI relies on two external sets of data sources, the American Community Survey 5-year Estimates from the U.S Census and data from the Office of Environmental Health Hazard Assessment's (OEHHA) CalEnviroScreen. As these two data sets are updated, it is anticipated to also update the CEI to reflect the most up to date information. EPIC recently updated the CEI to reflect changes in CalEnviroScreen and ACS data updates.

EPIC will document the changes to the CEI data, and methods as needed, support staff in the selection of thresholds, track data updates, and provide the data, the data sources, changes, and the assumptions and methodology used to develop the index in a report. EPIC will develop tables, charts and figures and provide material for presentations as needed, and be ready to respond to questions from stakeholder, internal and external, on any aspects of the CEI.

Task 3.1 Deliverables:

We assume that all project activities related to the CEI will occur annually, including the deliverables listed here.

- Attend public engagement events, as needed
- Draft and final updated data for the CEI
- Draft and final technical report to document changes to data and methods
- Draft and final charts, figures, and tables for presentations, etc.
- Participation in public engagement activities as needed

3.2 Assist with Implementation of Climate Equity Index Recommendations

EPIC will assist the City in any additional analysis needed to inform implementation of the CEI. For example, it was recognized that while the CEI itself provided an overall snapshot in time of the status of each census tract based on the indicators selected by the stakeholders, further understanding is needed of what causes the index to have low or high scores in order to assess how limited available funds might be better allocated. Understanding the causes of index values can help prioritize areas for assistance. For example, if the heat island effect is a main reason for a low CEI score, then that area where there is below-average tree cover or other shading may be prioritized for action especially as temperatures are expected to rise in future.

In a further evolution of the CEI and understanding of its causes, EPIC can help identify the census tract areas expected to be affected by specific climate hazards as it is now doing for a regional project, identifying assets impacted such as public infrastructure and housing units.

Task 3.2 Deliverables:

- Draft and final memo on potential projects, programs, and other actions based on CEI results and underlying data
- Draft and final memo on recommendations for integrating climate impacts as a factor to develop equity-focused programs

3.3 Provide Support in Implementing Climate Equity Actions

The CEI is a tool that can help to identify challenges in communities of concern but also to help develop solutions. Using the rich data included in the CEI, EPIC will support City staff to drill down into the data to identify specific actions that can be taken to address climate equity. The example above illustrates how such analysis could work. Identifying areas with low tree canopy that also have high temperatures -- that could increase in the future -- are ideal candidates for shade trees programs and possibly cooling centers. Similarly, City staff may already have ideas of actions that are needed and EPIC staff can help to identify implementation strategies using the detailed information in the CEI.

In addition to supporting the City implement actions based on the CEI, other actions are needed to better integrate social equity into the CAP as it continues to be updated. For example, each mitigation measure can be approached on the basis of equity and the CEI indicators, so that each mitigation measure implementation can be improved in process and results on the basis of equity. The City has already started this process as observed during presentations of its Planning Department at CEI stakeholder meetings. Increased coordination between activities of other City Departments with the Sustainability and Mobility Department will provide EPIC with more opportunities to integrate equity with implementation of CAP mitigation measures in future.

Task 4: Provide Other Technical Support As-Needed

EPIC will be available to provide other technical and regulatory analysis to support other aspects of climate action that come up over the course of time. EPIC has provided this type of support in the past to several cities including San Diego, in the region. Such work was not specifically outlined or anticipated in the CAP Scope of Work. However, EPIC's broad and deep experience in energy and climate policy (technical and regulatory) enables us to provide this type of support as needed by the City.

4.1 Provide Technical Support as Needed

As-Needed-Technical-Support can result in substantial work. For example, the CEI was not in our original scope of work and was developed under the As-Needed Technical Support task. This as-needed support arose after the City of San Diego hired an equity specialist experienced in how equity might be integrated into plans and policies. EPIC was already working with indicator projects

such as the Equinox Dashboard¹ (since 2010), and developed this index after reviewing the latest academic thinking on indexes, speaking with the California OEHHA staff member leading the development of California's EnviroScreen Index,² and reviewing other examples of equity indexes in use. EPIC worked with the equity specialist and a stakeholder group to provide the support needed.

Other types of support that were not part of the scope of work included review of the electricity franchise agreement, and review of the feasibility study for the city of San Diego's community choice aggregation program. Other cities have used EPIC in these ways also, requesting, for example, separate or additional analysis to evaluate the GHG impact of their Community Choice Energy program on GHG emissions from electricity (Solana Beach), to assess the impact on GHGs of a mixed use project (Solana Beach), or to estimate the VMT reduction from implementation of an Active Transportation Plan (Encinitas).

4.2 Provide City of San Diego Staff and Consultants Data and Information As Needed

EPIC has supported and assisted the City with other requests for energy and climate-related data, such as for reporting to the Carbon Disclosure Project (CDP). EPIC is fully informed of trends in the climate science as provided by the IPCC, has significant contact with the University of California San Diego groups working on energy modeling, and research scientists working on monitoring climate change at the Scripps Institution of Oceanography. EPIC recently worked with UCSD's modeling team to develop the Regional Decarbonization Framework and can help cities understand approaches to GHG mitigation by scale – whether individual, organizational, community-level, regional or state. EPIC feels confident it can continue to provide data and information to city staff on a range of energy and climate change issues.

Task 4.2 Deliverables:

- Draft and final data, tables, figures, charts, etc. as requested by staff

4.3 Project Meetings

EPIC will attend all project meetings with City of San Diego staff and conduct internal meetings as needed. We would anticipate the following meetings to be conducted for this task.

- **Kick-Off Meeting** – Soon after executing the project agreement, the EPIC team will participate in a kickoff meeting with City of San Diego staff to discuss project scope and schedule, establish roles, responsibilities, and communications protocols, and receive direction on initial tasks.

¹ Equinox Project's Quality of Life Dashboard, at <https://www.sandiego.edu/soles/hub-nonprofit/initiatives/dashboard/>

² CalEnviroScreen is a mapping tool that helps identify communities of affected by environmental pollution across the state by census tract. EPIC communicated with Andrew Slocombe, Research Scientist, Office of Environmental Health Hazard Assessment, CalEPA in 2020.

- **Regular Project Meetings or Conference Calls** - EPIC staff will participate in regular project update meetings or calls, as determined by City staff. The purpose of these meetings includes but is not limited to review progress, discuss any challenges or pending decisions, and to plan future project activities.
- **Meetings with Relevant Staff and City Departments** - Our team will coordinate with staff to conduct meetings with all relevant City Department staff, as needed. The meetings will be used to discuss and receive feedback for tasks included in this project, including CAP targets, feasibility of candidate measures, roles and responsibilities for implementing the CAP Actions, developing detailed tasks to implement the CAP Actions.

Task 4.3 Deliverables:

- Attend kick-off meeting
- Attend regular project meetings
- Attend meeting with other staff and departments, as needed

4.4 Attend Public Meetings

EPIC will attend related public meetings as needed, including public engagement events and City Council meetings, and any other public meetings throughout the project, as needed and requested.

4.5 Project Reports

In addition to the task-specific reports noted in other sections of this proposal, EPIC will prepare and submit to City of San Diego staff any project-related reports assigned and as-needed. EPIC will support staff as needed and requested, to develop reports for City Council, public meetings, other stakeholder events, and any other meetings.

Task 4.5 Deliverables:

- Prepare project reports as requested by staff

Task 5: Administer Contract

This task covers regular contract administration, maintenance, and invoicing. Details backing the invoices will also be provided.

5.1 Budget Review and Invoice Preparation

EPIC will submit regular invoices with all necessary details and in a timely manner. Having supported City of San Diego over the past decade, we are familiar with invoicing procedures.

Task 5.1 Deliverables:

- Monthly invoices
- Progress update reports, as needed

MANAGEMENT APPROACH

The EPIC's management approach is a combination of standard practices for project management and a customized relationship based on experience and familiarity with the procedures of City of San Diego.

Project Management Approach

EPIC is committed to completing the proposed tasks in close coordination with City of San Diego staff. We understand the importance of a well-managed project team to meet tight schedules and budgets, and provide deliverables that match your staff's needs, while efficiently addressing unanticipated project changes. By clearly tracking and managing tasks and leveraging work on other projects, we can perform project tasks efficiently, saving the City time and money.

Scott Anders will be your main point of contact for the project and represent EPIC's involvement. He is responsible for assigning the most appropriate staff for each task order and have full authority to commit the EPIC's resources and will oversee each assignment to verify that comply with technical, regulatory, scope, schedule, and budget requirements. Our team will implement the following methods to ensure successful project completion.

- **Organization** - EPIC leadership will develop and use project work plans and assign appropriate task leaders that will inform them of scheduling milestones, staff responsibilities, and budgets. Key staff will work directly with the assigned City staff and meet regularly to provide updates on task status, including preparation of work products, schedule, and budgets.
- **Clear, Continuous Communication** - EPIC leadership will develop a management framework that defines clear lines of communication among team members and City staff, which is key to the successful implementation of concurrent tasks required to complete the tasks outlined in the proposed scope of work above.
- **Flexibility** - Our team's project management structure and staff capacity allow us to be responsive to multiple, concurrent tasks and remain flexible to changing requirements and unforeseen planning issues.
- **Applied Knowledge** - The proposed management team has long-term project experience and deep technical knowledge of all issues related to this project. We understand the impacts of new issues; anticipate potential challenges in the regulatory, policy, and stakeholder contexts; and prepare and submit documents that clearly communicate appropriate solutions.
- **Available and Collaborative** – Our full EPIC team is fully available to manage this project and is available for meetings, as required, by City staff, either in-person or via phone. If needed, EPIC also has Web conferencing technology (e.g., Zoom and Microsoft Teams) and can "share screens" in order to facilitate discussions and minimize in-person meeting.

Project Schedule

EPIC recognizes that it is not possible to predict work flow a project of this complexity, but we provide an estimated project timeline by task in Figure 2 that assumes a 5-year project duration. We are committed to developing a project schedule that meets the need of City of San Diego staff

and will remain flexible over the duration of the project. We have assembled a team that has sufficient resources and staff capacity to complete the work proposed and plan to continue our history of producing high quality deliverables in a timely manner.

Figure 2 Project Timeline by Task

Project Tasks	2023			2024				2025				2026				2027				2028
	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
TASK 1: CLIMATE ACTION PLAN SUPPORT																				
1.1 Climate Action Plan Update																				
1.2 Climate Action Plan Annual Monitoring																				
1.3 Data Retention and Sharing																				
TASK 2: SUPPORT STAFF TO IMPLEMENT THE RECOMMENDATIONS OF THE 2021 CLIMATE ACTION PLAN AUDIT																				
Task 2.1 Continue Development of a CAP measures Rating System																				
Task 2.2 Provide As-Needed Support for CAP Implementation plan																				
Task 2.3 Provide As-Needed Support for CAP Workplans																				
Task 2.4 Provide Data and Information as Needed																				
TASK 3: CLIMATE EQUITY ANALYSIS & REPORTING																				
3.1 Update the Climate Equity Index																				
3.2 Assist with Climate Equity Index Recommendations																				
3.3 Provide Support in Implementing Climate Equity Actions																				
TASK 4: PROVIDE OTHER TECHNICAL SUPPORT AS-NEEDED																				
4.1 Provide Technical Support as Needed																				
4.2 Provide Data and Information As Needed																				
4.3 Project Meetings																				
4.4 Attend Public Meetings																				
4.5 Project Reports																				
TASK 5: ADMINISTER CONTRACT																				
5.1 Budget Review and Invoice Preparation																				

TECHNICAL REPRESENTATIVE

The Technical Representative for this Contract is Nilmini Silva-Send, Associate Director of EPIC.

REFERENCES

We have submitted the following three references on the Contractor Standards Pledge of Compliance form included in TAB A.

County of San Diego Regional Decarbonization Framework

Project Manager: Scott Anders

Other Key Staff Members: Nilmini Silva-Send, Joe Kaatz, Yichao Gu, Xiaodan Chen

Project Award Date: November 2022

Project Completion Date: June 2026

Project Cost: \$400,000

Client: County of San Diego

Client Contact: Murtaza Baxamusa, (619) 510-2793, Murtaza.Baxamusa@sdcounty.ca.gov

Project Description: EPIC is supporting County of San Diego staff to advance the Regional Decarbonization Framework project, including completing an expanded analysis of the Technical Report Chapter 8 to include additional emissions categories, support development of an implementation playbook, develop a climate equity guidance document, and potentially developing a regional GHG analysis with non-mandatory emissions goals and policies.

SANDAG Energy Roadmap Project

Project Manager: Scott Anders

Other Key Staff Members: Nilmini Silva-Send, Joe Kaatz, Yichao Gu

Project Award Date: November 2016

Project Completion Date: June 2021

Project Cost: \$1,000,000

Client: San Diego Association of Governments (SANDAG)

Client Contact: Allison Wood, Senior Regional Planner, SANDAG, 619.699.1973, allison.wood@sandag.org.

Project Description: In cooperation with SANDAG staff and stakeholders, EPIC developed an award-winning regional framework for climate action planning that provided methods and technical documents for estimating GHG inventories, estimating emissions impacts of CAP measures, conducting CAP cost analyses, and monitoring CAP progress over time. Under this task order, EPIC also prepared greenhouse gas inventories for the region and 16 local jurisdictions, supported SANDAG's ReCAP stakeholder process, and will conduct regional GHG analysis in support of the Regional Plan 2021 process. In addition, EPIC supported CAP development for numerous small cities in the region, completed an energy efficiency policy documents, supported development of the Climate Action Data Portal, and completed analysis on energy data provision by electric utilities.

Southern California Energy Innovation Network

Project Manager: Scott Anders

Other Key Staff Members: Joe Kaatz

Project Award Date: November 2016

Project Completion Date: June 2021

Project Cost: \$775,000

Client: Cleantech San Diego, with funding from the California Energy Commission

Client Contact: Marty Turock, Executive Director of SCEIN, 858-847-3388,
martyt@cleantechsandiego.org

Project Description: SCEIN is a San Diego-based clean energy company incubator serving all of Southern California except the LA region. EPIC supports participating companies by providing information about California's legal, regulatory, and policy framework for electricity and natural gas. EPIC also provides guidance on climate policy, including how to participate in the Low-Carbon Fuel Standard crediting market. EPIC works with a range of companies in the clean energy sector, including those related to electric vehicles and charging, distributed electricity generation, hydrogen generation, and demand flexibility.

ATTACHMENT A - RESUMES

Resumes for EPIC staff are attached below.

PROFESSIONAL EXPERIENCE

Director, Energy Policy Initiatives Center October 2005-Present
University of San Diego School of Law, San Diego, CA

- Founding Director for energy policy research center
- Develop and implement strategic business and operational plan
- Direct all operational, business development, research and analysis, and academic activities
- Direct academic program, including Energy Law and Policy Course and Clinic

Selected projects directed:

- Regional Decarbonization Framework Local Policy Opportunities Analysis (2022)
- Local Carbon Offset Analysis (2021)
- City of Encinitas Energy Ordinance Development (2018 – 2022)
- San Diego County Water Heater Ordinance Development (2018-Present)
- San Diego County CAP Cost Analysis (2017-2018)
- San Diego Energy Roadmap Program Climate Planning (SANDAG) (2016-Present)
- City of San Diego Climate Action Plan Monitoring and Update Support (2016-Present)

Lead or co-author on selected EPIC publications:

- Residential and Commercial Property Assessed Clean Energy (PACE) Financing in California Update (2014)
- Solar Shade Control Act: A Review of The Statutes and Relevant Cases Update (2014)
- Solar Rights Act: A Review of The Statutes and Relevant Cases Update (2014)
- Reducing Greenhouse Gases from Electricity and Natural Gas Use in San Diego Buildings (2009)
- San Diego County Greenhouse Gas Inventory: An Analysis of Regional Emissions and Strategies to Achieve AB 32 Targets (2008)

Director of Policy and Planning

Center for Sustainable Energy, San Diego, CA November 2003- September 2005

- Managed regulatory and legislative issue research and analysis
- Directed communications with regulatory agencies, including writing position papers and comments.

Director of Programs

Center for Sustainable Energy, San Diego, CA May 2003-November 2003

- Managed all aspects of 7 public interest energy programs (\$20 million budget)
- Managed a professional staff of 7 program managers and engineers

Program Manager

Center for Sustainable Energy, San Diego, CA

August 1999-May 2003

- Managed \$10 million in renewable energy incentive projects for the Self-Generation Incentive Program
- Developed and implemented a \$1 million program designed to provide energy efficiency and policy services to local governments

State Program Director

Center for a Sustainable Economy, Washington D.C.

September 1997 – June 1999

- Developed and managed State Program for non-profit, non-partisan, tax and economic policy institute that focuses on environmental taxes
- Coordinated state-level project development, outreach, research, and fund raising
- Managed year-long research project to determine the feasibility of environmental tax reform in all 50 states

PROFESSIONAL AND COMMUNITY ORGANIZATIONS

- Vice Chair, San Diego Association of Governments Energy Working Group
October 2006 – Present
- Member, Board of Directors, Clean Tech San Diego
March 2012 – Present
- Member, SDG&E Community Advisory Committee
January 2010 – December 2015
- Member, Port of San Diego Environmental Advisory Committee
April 2016 – Present
- Member, Board of Directors, Lakeside's Riverpark Conservancy
August 2005 – Present

EDUCATION

Master of Arts, Public Policy, School of Public Policy, University of Maryland (1997)

Environmental and Energy Policy Concentration

Bachelor of Arts, International Politics, Muhlenberg College, Allentown, PA (1991)

Phi Beta Kappa, Magna Cum Laude

Jeanne Nilmini Silva-Send

Education

University of Kiel, Germany:	PhD, International Environmental Law and Policy
University of London, UK:	LLB, Law
University of California, Davis:	LLM, Soil Chemistry
University of Sussex, UK:	BSc (honors), Chemistry

Professional Experience

Environmental Consulting 1990- 2005

Teaching 2002-current

University of Kiel, Germany, School of Law
University of San Diego, School of Law

Energy Policy Initiatives Center, University of San Diego 2007-current

1. Assistant Director, EPIC: Assists Director in development and implementation of strategic business and operational plans; assists with operations, budgeting business development; leads climate mitigation research and analysis, fundraising and contracts and grant-writing.

2. Lead and manage energy and climate policy Projects (multi-year, multi-stakeholder)

- a. *Greenhouse gas (GHG) inventories, projections, target-setting:* Development and documentation of locally applicable procedures and methods based on Intergovernmental Panel on Climate Change (IPCC), California Air Resources Board methodology, and the ICLEI US, Local Government and G40 protocols and best available data. Work with state and regional agencies to establish consistency and develop systems of data collection and management that meets California data privacy regulations.
- b. *Climate Action Plans, GHG Mitigation Policies and Monitoring tools:* Development of regional frameworks for CAPs, CAP monitoring and cost-benefit analysis (2016-2021)
- c. *Performance Monitoring Metrics* to track progress of low carbon policies, activities and measures, and assess effectiveness of policies.
- d. *Water – Energy nexus study 2015-2017:* Led a grant funded study to assess energy and GHG intensities for water supply and conveyance, treatment and distribution by jurisdiction.
- e. *Climate Equity Index –* Led development of stakeholder-driven, first-in-region index based on 35 indicators related to health, socio-economic factors, mobility and housing, standardized and weighted by census tract. This will enable data-driven prioritization of investments related to climate mitigation and impacts to increase vulnerable community resilience in the face of climate change.
- f. *Holistic framework for an economic guidance document for climate adaptation and transportation resilience strategies* –on-going; lead development of, including integration of equity into strategies; assist in identification of screening factors to prioritize strategies, including cost-benefit analysis to enable economically-informed determine in which adaptation and resilience strategies to invest.
- g. *Development of a Framework to Identify Carbon Offsets and Decarbonization Projects for Regional and Local Use* – on-going; identification of legal, technical additionality and permanence issues and potential solutions.

3. Annual sustainability dashboard, Co-lead: see Equinox Dashboard at <https://www.sandiego.edu/soles/hub-nonprofit/initiatives/dashboard/>

4. Co-Principal Investigator (co PI) in National Science Foundation (NSF) funded project on Climate Change Education, 2011-2018 Conceptualized, co-wrote and won \$5 mi project to develop, implement and evaluate methods of multidisciplinary social psychology-based climate change communication methods for decision makers; led, developed and implemented climate educational activities

such as panel discussions, forums, workshops for and with the transportation sector leaders and decision makers, the 18 native American tribes in the region, and the farming community leaders. Includes analysis of public opinion surveys on the relationship of climate and energy knowledge and action. (2010-2017, see <http://www.sandiego.edu/climate/>). Led development of web-based tools and educational material.

5. Reviewer

- Invited, International Renewable Energy Agency (IRENA's) "Innovation Landscape Report for a Renewable -Powered Future: Solutions to integrate variable renewables" , significant input and revisions. February 2019
- Contributor, REN21 on "Renewables in Cities Global Status Report 2019" which aims to map out the current status of cities and towns advancing low carbon and renewable energy uptake to help achieve the transition to low carbon energy.
- Review of Community Choice Energy Feasibility Study, City of San Diego, 2018
- Multiple reviews for academic journals on aspects and policies related to the energy transition.
- Independent Academic Reviewer, Greenhouse Gas Emissions Calculations and Assumptions for Water Treatment Plant 4, Austin Water Utility (2009)

6. International Capacity Building Projects

- *Saudi Arabia Oil Company (Aramco), December 2014: Development, Implementation and Teaching of an Energy Policy Workshop.* A multi-module 8-day workshop on a) comparison of energy data, balances and outlooks; energy efficiency indicators comparisons for Saudi Arabia, Gulf Cooperation Council countries and 6 case studies – Indonesia, China, Malaysia, Norway, Germany and California. b) Policy and regulatory lessons from energy transitions: Indonesia (petroleum exporter to importer) China (oil/coal/gas exporter to importer) Norway (fisheries to oil and role of state oil company, government regulation and oil funds) Malaysia (phasing out petroleum subsidies); California (integration of energy and climate policy); Germany ("Energiewende" policies;) International treaties impacts on resource-rich countries - The UN Framework Convention on Climate Change (UNFCCC), Kyoto and Paris Protocols and trends in mitigation obligations; World Trade Organization (WTO) law as it relates renewable energy disputes and dual and triple natural gas pricing schemes.
- *Invited Speaker, Third Asian Judges Symposium 2016, Asian Development Bank, Manila, Philippines:* Regulatory drivers and litigation for city climate action in California as an example for Asian cities and judiciary.
- Collaborative development and implementation of conference, and speaker at Southwest Tribes Summit on Climate Change Impacts, September 2017, funded by the La Jolla tribe, and Bureau of Indian Affairs (BIA).

7. Other Academic and Teaching

- *2009-current: Adjunct Professor, University of San Diego, School of Law - International Energy Law* with focus on investment, international trade, international arbitration and intersection with international climate change law;
- *2004-2005 Visiting Professor, University of San Diego - international and European Environmental Law*
- *2002-2004: Lecturer: Walter Schuecking Institut fuer Internationales Recht, University of Kiel, Germany*
- *2003-2005: Assistant Editor, German Yearbook of International Law, University of Kiel, Germany*
- *2000-2003: Project Scientist, Institute of Geosciences, University of Kiel, Germany: Coordination of federally funded (BMBF) consortia project on Natural Attenuation (2000-2001); management of EU-project to install submarine well and monitor submarine groundwater beneath the Baltic Sea to analyze effect of groundwater seepage pollutants on sea water.*

8. Advisory Committees

- Greening Border Conference, focus on the Tijuana River watershed (2009)
- San Diego Regional Airport Authority committee on carbon credits sales project (2009)
- Member of technical advisory committee of Regional Energy Innovation Cluster (2016 - 2021)
- Environmental Advisory Committee member, Port of San Diego - current
- Advisory Board – The Climate Registry, Water- Energy Nexus Registry – 2018
- Sustainability Advisory Board, City of Del Mar, since 2019.

9. Environmental Consulting: 1986-1988 (California); 1991-1999 (Germany); 2006 (California)

- **USA: ASTM due diligence audits, environmental impact assessments; delineation of groundwater contaminant plumes** using soil gas chromatography (multiple sites California, Colorado);
- **Europe: environmental and due diligence and compliance audits** for private companies based on EU and national environmental laws (Germany, England, Italy, Spain, Sweden); analysis of air permit applications in Germany for Canadian acquisition bid as part of due diligence; **led environmental audits** at 6 US Department of Defense bases Germany; **comparative legislative analysis** of US EPA-based environmental requirements with those of the European Union, Italy, Spain, Germany to develop technical standards for 8 media (drinking water, waste water, air, pesticides, PCBs, hazardous material, hazardous waste, noise) based on a balance between the most protective and technical feasibility, national practices and legal liabilities.

Certifications and Memberships

Certificate of Achievement (California Climate Action Registry), Technical Advisor, Greenhouse Gas Assessments, 2007
International Bar Association

Yichao Gu

EDUCATION

M.S. in Civil and Environmental Engineering 2015
University of California, Berkeley
Major Field: Energy, Civil Infrastructure and Climate

B.S. in Civil and Environmental Engineering 2014
University of Illinois at Urbana-Champaign (UIUC), Graduated with Honors
Major Fields: Environmental Engineering and Energy-Water-Environment Sustainability
Minor in Applied Statistics

PROFESSIONAL EXPERIENCE

Technical Policy Analyst II San Diego, CA
Energy Policy Initiatives Center, University of San Diego School of Law Jul 2020- Present

Technical Policy Analyst San Diego, CA
Energy Policy Initiatives Center, University of San Diego School of Law Jul 2015- Jun 2020

- Collect and analyze data, establish quality control methods, develop and refine methods for greenhouse gas emission inventories, and business-as-usual projections for jurisdictions and public agencies in the San Diego region;
- Design and improve methods and models to assess and quantify greenhouse gas emission reduction policies and programs for local Climate Action Plans
- Assist San Diego regional public agencies, local jurisdictions, school districts and universities to develop Climate Action Plans, determine greenhouse gas reduction targets, select and assess mitigation policies, identify and collect data for monitoring metrics, develop material for stakeholder and public engagement
- Regular review and analysis of federal and state energy and climate assessments and impact on regional and local policy
- Conduct research and develop technical papers and conference proceedings on the greenhouse gas impact of policies

Graduate Student Instructor Berkeley, CA
Department of Physics, University of California, Berkeley Aug 2014-Dec 2014

- Planned and conducted discussion and laboratory sections for physics course for undergraduate engineering students, two sections of 20 students, eight hours per week
- Held weekly office hours and review sessions before exams that open to nearly 500 students

Environmental Engineering Intern Shanghai, China
Greenment Environmental, former Northern Asia Service Group of CH2M HILL May 2013-Jul 2013

- Developed an oil spill contingency plan based on the response capabilities at various areas and companies
- Evaluated health system in Chongqing, China and drafted health impact part of an ESHIA report baseline
- Conducted reviews and translations for three EIA reports from Chinese to English or vice versa

RESEARCH EXPERIENCE

Research Assistant Richmond, CA
California Department of Public Health, Indoor Air Quality Program Feb 2015 – May 2015

- Analyze time-varying emissions of volatile organic chemicals (VOCs) during and after cleaning activities
- Conduct literature reviews on airborne exposures studies and organic emissions testing

Undergraduate Research Assistant Champaign, IL
Air Quality Engineering and Science Group, UIUC Jul 2012 - May 2014

- Used MATLAB to analyze plume opacity based on digital images and videos from field campaign
- quantify plume opacity using Digital Opacity Method (DOM)
- Drafted two reports and one conference proceeding on opacity measurement and uncertainty

Undergraduate Independent Research Paper: *Plume Opacity Measurement and Uncertainty of Using Digital Cameras and Smartphones*

Study Abroad Participant/Research Assistant Madrid, Spain
Department of Mechanical Engineering, Universidad Pontificia Comillas May 2012-Jun 2012

- Analyzed the influences of National Policies on the development of wind power in Spain, Brazil and Peru
- Assisted department selecting journals for Energy and Natural Resource Convention and introduced speakers

PUBLICATIONS

- Yuen, W., **Gu, Y.**, Mao, Y., Koloutsou-Vakakis, S., Rood, M.J., Son, H.-K., Mattison, K., Franek, B., and Du, K. (2017). Performance and Uncertainty in Measuring Atmospheric Plume Opacity Using Compact and Smartphone Digital Still Cameras. *Aerosol Air Qual. Res.* 17: 1281–1293.
- Yuen, W., **Gu, Y.**, Rood, M.J., Koloutsou-Vakakis, S. Wavelength-dependent Opacity Measurement and Uncertainty using Digital Cameras and Smartphones. 107th Annual Meeting of the Air & Waste Management Association. Long Beach, CA, 2014

CERTIFICATIONS

- Certificate in Summer Institute on Sustainability and Energy, University of Illinois at Chicago, 2014
- LEED Green Associate, Green Building Certification Institute, 2013

JOSEPH “JOE” KAATZ

5998 Alcala Park ■ San Diego, CA 92110 ■ (619) 260-4600 x 2870 ■ kaatzj-11@sandiego.edu

EDUCATION

University of San Diego School of Law, San Diego, California

Juris Doctor, May 2011

- Concentration in Public Interest Law with an emphasis in Environmental Law and Consumer Protection.

Pepperdine University, Malibu, California

Bachelor of Arts in History, April 2006

PROFESSIONAL EXPERIENCE

Energy Policy Initiatives Center, University of San Diego School of Law, San Diego, California

Contractor and Staff Attorney

February 2012 – Present

Perform legal, legislative, and regulatory research and analysis at the local, state, and federal level on energy, climate, and CEQA issues. Draft municipal ordinances that implement Climate Action Plan electric vehicle, energy efficiency, building standards, and renewable energy requirements. Research and advise cleantech entrepreneurs on California and federal legal, regulatory, and business model issues. Advise local municipalities on the creation, funding, and implementation of PACE financing mechanisms, CCA and alternatives, and distributed energy resources. Develop white papers on REC/environmental attributes, photovoltaic permitting, interconnection processes, zoning, net energy metering processes, community solar, AB 2188 implementation, Property Assessed Clean Energy (PACE) finance programs, and energy storage in California. Draft grant proposals and contractual service agreements. Advise Center on contract issues to facilitate contract negotiations and due diligence.

Adjunct Law Professor/Supervising Attorney for the Energy Law and Policy Clinic

January 2014 – Present

Supervise student research, drafting, work schedule, presentation, and client interaction. Provide instruction on complex regulatory areas to develop student understanding and issue analysis. Edit and comment on student work product to develop student research and writing skills.

MD7, San Diego, CA

Zoning and Permitting Coordinator

August 2013 – September 2014

Performed land use, regulatory, and project management services on behalf of telecommunications carriers to modify telecommunications sites in 26 states. Assisted in the creation of project management software and nationwide land use database.

Law Offices of Alexander M. Schack, San Diego, CA

Associate Attorney

August 2012 – November 2013

Performed research for complaints, motions, and discovery to prosecute mass tort, class actions, and anti-trust litigation. Performed forensic accounting for mass tort litigation and mediation. Propounded and responded to discovery and production of document requests. Performed research for depositions and trial. Prepared and participated in over thirty mediations and settlement negotiations. Proficient in e-discovery and document management software.

Law Office of Joseph Kaatz, San Diego, CA

Attorney

January 2012 – Present

Perform legal research to draft motions and discovery. Draft and negotiate contractual agreements including non-disclosure agreements, employment agreements, and production agreements. Perform legal and regulatory research for the energy industry. Draft and submit CPUC regulatory filings for intervenor clients.

Employee Rights Center, San Diego, California

Post-Bar Law Clerk

August 2011 – December 2011

Researched and drafted wage and hour complaints and unemployment insurance appeals. Performed client intake and case evaluations. Represented clients before Labor Commissioner and Unemployment Insurance Commission.

California Energy Commission, Sacramento, California

Chief Counsel's Office Legal Intern

August 2010 – December 2010

Drafted legal opinions regarding Commission enforcement authority, efficiency regulations, guidelines for federal stimulus contract compliance, and public entity attorneys' fee recovery. Conducted research for civil litigation motions, discovery, adjudication of internal power plant certification, and CEQA compliance.

JOSEPH “JOE” KAATZ

5998 Alcalá Park ■ San Diego, CA 92110 ■ (619) 260-4600 x 2870 ■ kaatzj-11@sandiego.edu

BAR AND COURT MEMBERSHIP

State Bar of Colorado, Admitted November 2013;

Federal District Court, Southern District of California, Admitted March 2012;

State Bar of California, Admitted December 2011.

Xiaodan Chen

xiaodanchen@sandiego.edu; 732-322-1210

EDUCATION

Rutgers, The State University of New Jersey, New Brunswick, NJ <i>Ph.D. Civil and Environmental Engineering</i>	May 2021
The University of Iowa, Graduate College, Iowa City, IA <i>M.S. Urban and Regional Planning; Graduate Transportation Planning Certificate</i>	May 2014
South China Agricultural University (SCAU), Guangzhou, China <i>B.S. Land Resource Management</i>	June 2012

HONORS AND AWARDS

- 2020 Applied Energy Highly Cited Paper Awards, for the paper entitled: "Energy harvesting technologies in roadway and bridge for different applications - A comprehensive review", Journal of Applied Energy
- 2020 University and Louis Bevier Fellowship, The School of Graduate Studies, Rutgers University
- 2019 Honorable Mention of the 2019 IACIP Outstanding Graduate Student Award, International Association of the Chinese Infrastructure Professionals (IACIP)
- 2017 Outstanding University Student in Transportation Award, New Jersey Department of Transportation
- 2016 Second Prize, Airport Cooperative Research Program University Design Competition for Addressing Airport Needs - Airport Environmental Interactions Challenge, Federal Aviation Administration

PROFESSIONAL EXPERIENCE

Energy Policy Initiatives Center (EPIC), University of San Diego

Energy and Climate Technical Policy Analyst **June 2022- Present**

- Participate in the Energy Policy Initiatives Center's quantitative energy and climate policy analysis, including developing methodologies, analyzing data, giving presentations, and writing papers and reports
- Employ concepts from transportation engineering, life cycle assessment, spatial analysis, and the interdisciplinary knowledge of climate change in the research
- Support analyses for climate action plans and other greenhouse gas reduction policies
- Use models and software widely adopted in the field, such as ArcGIS Pro, EMFAC, and benefit-cost analysis models.

California Geologic Energy Management Division, California Department of Conservation

Research and Data Analyst **Aug. 2021 – June 2022**

- Built a database that contains attributes of more than 20 thousand oil and gas facilities in the southern California district to prioritize inspections, enforcement, and abandonment efforts
- Generate and update map products, aid in routine drone image interpretation and feature mapping for methane detection
- Process and update facility records, analyze hazardous facilities spatially
- Support spatial data and mapping requests from the public and the Division

Sustainable and Resilient Design, The Port Authority of New York and New Jersey

Intern-Engineering Aide

June 2018 – Aug. 2019

- Used future 100-year's climate projection data to develop an Excel-based query tool for the resilient design of future transportation infrastructure
- Conducted a nationwide comparison of resilience design guidelines of ports, airports, and transit authorities
- Used ArcGIS to create online flood maps, including FIRMs, appeals, and LOMRs

RESEARCH EXPERIENCE

Civil and Environmental Engineering Department, Rutgers University, NJ

Graduate Research Assistant

Aug. 2015 - 2021

University and Louis Bevier Fellowship

2020-2021

- Built a life cycle inventory database of the carbon emissions and energy consumption of infrastructure
- Quantified the impacts and risks of climate change on road pavements
- Proposed practical mitigation and adaptation strategies in pavement design

Research Project:

2016-2021

Use of Porous Concrete in Sidewalk, New Jersey Department of Transportation

- Identified the potential benefits of using porous pavements in urban areas under climate change
- Conducted life cycle assessment (LCA) of the porous pavements

Research Project:

2015-2016

Environmental Assessment of Airport Runway Design, Port Authority of NY & NJ

- Contributed to the development of the Excel-based tool "Energy and Emission Calculator (PPEEC)" for the life-cycle assessment of runway designs at JFK International Airport

SELECTED PUBLICATIONS

1. **Chen, Xiaodan**, Hao Wang, Radley Horton, and Josh DeFlorio. 2021. "Life-Cycle Assessment of Climate Change Impact on Time-Dependent Carbon-Footprint of Asphalt Pavement." *Transportation Research Part D: Transport and Environment* 91: 102697.
2. **Chen, Xiaodan**, Hao Wang. 2018. "Life Cycle Assessment of Asphalt Pavement Recycling for Greenhouse Gas Emission with Temporal Aspect." *Journal of Cleaner Production* 187: 148-57.
3. Wang, Hao, Abbas Jasim, and **Xiaodan Chen**. 2018. "Energy Harvesting Technologies in Roadway and Bridge for Different Applications - A Comprehensive Review." *Applied Energy* 212, 1083-1094.

SKILLS

- Microsoft Office, Python, R, SAS, ArcGIS, STELLA

KATHERINE V. GONZÁLEZ, PARALEGAL

1216 Stagecoach Trail Loop, Chula Vista CA 91915 619.654.0586

kate.v.gonzalez@gmail.com

PROFILE

Highly qualified and experienced Paralegal with notable achievements in the areas of Antitrust, Securities, Consumer Law, Class Actions, Broker Arbitration, and Business Litigation.

EXPERIENCE

ASSISTANT DIRECTOR OF COMMUNICATIONS, PUBLIC INTEREST LAW,
UNIVERSITY OF SAN DIEGO SCHOOL OF LAW, SAN DIEGO, CA — 2017 –
PRESENT

Coordinates with the Administrative Directors of the Center for Public Interest Law, Children's Advocacy Institute, and Energy Policy Initiatives Center to enable strong communications support for both internal and external audiences. She provides editing, publishing, and strategic communications support for the academic programs of all three centers and plays a significant role in editing and preparing for publication the centers' student-drafted journals, reports, and other publications. Provides paralegal and general administration support for the Public Interest Law department's impact litigation work.

SENIOR PARALEGAL & OFFICE MANAGER, HULETT HARPER STEWART LLP,
SAN DIEGO, CA — 2004 – 2017

Lead and coordinate office support efforts for up to seven attorneys: Prepare, review, and facilitate court filings and submissions (case law analysis, quote checking, cite verification, Shepardization of cases, conformation to Bluebook citation form, proofreading, grammatical editing, and ECF or other online filing); Prepare draft pleadings for attorneys; Conduct corporation background research; legal research; Trial preparation and Trial management in state and federal courts; Organize, maintain, and catalogue document productions; Maintain Discovery files; Maintain Firm calendar and voluminous case materials; Create and maintain document production and transcript databases. Work closely with attorneys to enable smooth technological changes intended to facilitate the case management process.

Office Manager duties include: Maintain Firm administrative files; Maintain employee files, manage payroll and administer 401K; Coordinate and maintain Human Resources for the office (including healthcare management, new employees, and scheduling); Maintain billing and timekeeping records and reports; Maintain accounting files and work with the bookkeeper to allocate and pay bills; Redesign and maintain Firm website; Fix and/or work with outside IT to tackle daily computer issues. (2012 - present)

PARALEGAL, MILBERG WEISS BERSHAD HYNES & LERACH LLP,
SAN DIEGO, CA — 1998 - 2004

Responsibilities in the areas of Antitrust, Securities, Consumer Law, and Class Actions: Prepared and reviewed court filings and submissions (case law analysis, quote checking, cite verification, Shepardization of cases, conformation to Bluebook citation form, proofreading, grammatical editing); prepared stipulations and proposed orders for attorneys; Conducted corporation background research (workups and historical background research); Prepared case summaries and reviews; Trial preparation and legal research; Trial management; Organized, maintained and catalogued document productions; Maintained department calendar and voluminous case materials; Coordinated with co-counsel regarding status of cases and created and circulated memos and charts accordingly.

KATHERINE V. GONZÁLEZ

1216 Stagecoach Trail Loop, Chula Vista CA 91915 619.654.0586

kate.v.gonzalez@gmail.com

EDUCATION

UNIVERSITY OF SAN DIEGO, SAN DIEGO, CA –
PARALEGAL CERTIFICATE, 1998

UNIVERSITY OF SAN DIEGO, SAN DIEGO, CA –
BA POLITICAL SCIENCE-CUM LAUDE, 1998
(EMPHASIS IN LEGAL STUDIES AND DOMESTIC POLICY)

SKILLS

Excellent oral and written communication skills as well as strong organization and planning skills with an attention to detail and multi-task orientation to time management; Computer expertise includes: Microsoft Office Suite, WordPerfect, Adobe Creative Cloud Suite, BlueHornet, Cascade, Concordance, Relativity, Summation, Google Docs, DocuWare, Timeslips, Quickbooks, Casepoint, UltraEdit, Westlaw, LexisNexis, and more.

REFERENCES

Dennis Stewart, Esq., HULETT HARPER STEWART LLP – 619/987-4250

Karen Stefano, Esq. Author – 858/750-9649

Bridget F. Gramme, Esq., Center for Public Interest Law – 619/260-4806

Blake Harper, Esq., (retired) 858/204-8388

MEMBERSHIPS AND RECOGNITION

- San Diego County Paralegal Association
- USD Paralegal Alumni Association
- San Diego Paralegal of the Year, San Diego Daily Transcript, 2007