

**CONSULTANT CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER  
10089872-23-K, Citywide Data Governance**

This Consultant Services 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) # 10089872-23-K, Citywide Data Governance (hereinafter referred to interchangeably as “Consultant” or “Contractor”).

**RECITALS**

On or about 2/1/2023, 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 expertise and guidance on a Citywide data governance program 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 Performance and Analytics Department (Department) is the Contract Administrator for this Contract. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

Andrell Bower, Chief Data Officer  
202 C Street, Floor 8, MS 8A  
San Diego, CA 92101  
619-533-4857  
[ABower@sandiego.gov](mailto:ABower@sandiego.gov)

**1.4 Written Authorization.** City shall issue a written authorization to proceed before Consultant is authorized to perform Services.

**1.5 Competitive Bidding.** If applicable, Consultant shall ensure that any plans, specifications, studies, or reports prepared, required, or recommended under this Contract allow for competitive bidding. Consultant shall prepare such plans, specifications, studies, or reports so that procurement of services, labor or materials are not available from only one source, and shall not prepare plans, specifications, studies, or reports around a single or specific


product, piece of major equipment or machinery, a specific patented design, or a proprietary process, unless required by principles of sound engineering practice and supported by a written justification that has been approved in writing by City. Consultant shall submit this written justification to City prior to beginning work on such plans, specifications, studies, or reports. Whenever Consultant recommends a specific product or equipment for competitive procurement, such recommendation shall include at least two brand names of products that are capable of meeting the functional requirements applicable to the Services.

## **ARTICLE II DURATION OF CONTRACT**

**2.1 Term.** This Contract shall be for a term of one (1) year beginning on the Effective Date. City may, in its sole discretion, extend this Contract for one (1) additional six (6) month period. Unless otherwise terminated, this Contract shall be effective until completion of the Scope of Services. 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 \$124,980.55. Initials: 

**3.2 Additional Costs.** Additional Costs are costs that can be reasonably determined to be related to Consultant's errors or omissions, and may include Consultant, City, or Subcontractor overhead, construction, materials, demolition, and related costs. Consultant shall not be paid for the Services required due to the Consultant's errors or omissions, and Consultant shall be responsible for any Additional Costs associated with such errors or omissions. These Additional Costs may be deducted from monies due, or that become due, to Consultant. Whether or not there are any monies due, or becoming due, Consultant shall reimburse City for Additional Costs due to Consultant's errors or omissions.

**3.3 Manner of Payment.** City shall pay Consultant in accordance with the Price Schedule and Phases as described in Exhibit B Scope of Work. Consultant is not entitled to fees, including fees for expenses, that exceed the amounts specified in Exhibit B. Consultant shall include with each invoice a description of completed Services, reasonably related expenses, if any, and all other information, including but not limited to the progress of the Scope of Services and/or deliverables completed prior to the invoice date, as required by the City. City will pay undisputed portions of invoices within thirty calendar days of receipt.

**ARTICLE IV  
CONSULTANTS OBLIGATIONS**

**4.1 Right to Audit.** City retains the right to review and audit, and the reasonable right of access to Consultant's and any Subcontractor's premises, to review and audit Consultant's or Subcontractor's compliance with the provisions of this Contract (City's Right). City's Right includes the right to inspect, photocopy, and retain copies of any and all books, records, documents and any other information (Records) relating to this Contract outside of Consultant's premises if deemed necessary by City in its sole discretion. City shall keep these Records confidential to the extent permitted by law.

**4.1.1 Audit.** City's Right includes the right to examine Records of procedures and practices that City determines are necessary to discover and verify that Consultant or Subcontractor is in compliance with all requirements under this Contract.

**4.1.2 Accounting Records.** Consultant and all subcontractors shall maintain complete and accurate Records in accordance with generally accepted accounting practices. Consultant and Subcontractors shall make available to City for review and audit all Records relating to the Services. Upon City's request, Consultant and Subcontractors shall submit exact duplicates of originals of all requested records to City.

**4.1.3 City's Right Binding on Subcontractors.** Consultant shall include City's Right as described in this Section 4.1 in any and all of their subcontracts, and shall ensure that these sections are binding upon all Subcontractors.

**4.2 Subcontractors.** Consultant's hiring or retaining of any third parties (Subcontractors) to perform Services (Subcontractor Services) is subject to City's prior written approval. Consultant shall list all Subcontractors known to Consultant on the Subcontractor List at the time this Contract is entered. Consultant shall give written notice to the City of the need at least 45 days before entering into a contract for such Subcontractor Services. Consultant's notice shall include a justification, a description of the Scope of Services, and an estimate of all costs for Subcontractor Services. Consultant may request that City reduce the 45-day notice period. City agrees to consider such requests in good faith.

**4.2.1 Subcontractor Contract.** Consultant shall require Subcontractor to obtain and maintain insurance policies as required by City for the duration of this Contract. Consultant shall determine Subcontractor policy limits and required endorsements proportionate to the services performed by Subcontractor.

**4.2.1.1** Consultant is obligated to pay Subcontractor, for Consultant and City-approved invoice amounts, out of amounts paid by City to Consultant not later than fourteen working days from Consultant's receipt of payment from City. Nothing in this paragraph shall be construed to impair the right of Consultant and any Subcontractor to negotiate fair and reasonable pricing and payment provisions among themselves.

**4.2.1.2** If Subcontractor's performance is deficient, Consultant shall notify City in writing of any withholding of payment to Subcontractor, specifying: (a) the amount withheld; (b) the specific cause under the terms of the subcontract for withholding payment; (c) the connection between the cause for withholding payment and the amount withheld; and (d) the remedial action Subcontractor must take in order to receive the amount withheld. Once Subcontractor corrects the deficiency, Consultant shall pay Subcontractor the amount

withheld within fourteen working days of the Consultant's receipt of City's next payment.

**4.2.1.3** City shall not be made a party to any judicial or administrative proceeding to resolve any dispute between Consultant and Subcontractor. Consultant agrees to defend and indemnify the City as described in the City's General Terms and Provisions, attached hereto as Exhibit C, and incorporated by reference, in any dispute between Consultant and Subcontractor should City be made a party to any judicial or administrative proceeding to resolve the dispute in violation of this position.

**4.2.1.4** Subcontractor must comply with the City's Equal Opportunity Contracting Program requirements.

**4.2.1.5** City is an intended beneficiary of any work performed by Subcontractor for purposes of establishing a duty of care between Subcontractor and City.

**4.3 Consultant Award Tracking Form.** Consultant shall submit information to City as requested in the Contractor Award Tracking Form. The information shall include the dollar amount awarded during the period covered by the Contractor Award Tracking Form.

**4.4 Consultant and Subcontractor Principals for Consultant Services.** This Contract is for unique Services. City has retained Consultant based on Consultant's particular professional expertise as exhibited by the members of the Consultant's organization listed in their proposal (the Project Team). Consultant may not delegate the performance of Services to other members of Consultant's organization or to Subcontractors without City's prior written consent. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all Services and may not be removed from the Project without the City's prior written approval. City may consider Consultant in default of this Contract if any member of the Project Team is prevented from providing Services without City's prior written approval. Consultant must consult City as to any replacement if any member of the Project Team becomes unavailable. City may terminate this Contract if City does not approve of a proposed replacement. Further, City reserves the right, after consultation with Consultant, to require any of Consultant's employees or agents to be removed from providing Services under this Contract.

**4.5 Consultant Evaluation.** City will evaluate Consultant's performance using the Consultant Evaluation Form.

**4.6 Information Security.** Consultant shall implement controls reasonably necessary to prevent unauthorized use, disclosure, loss, acquisition of, or access to any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person (Sensitive Data; and Personal Data, or Personally Identifiable information, as defined in Administrative Regulation 90.64 PROTECTION OF SENSITIVE INFORMATION AND DATA) disclosed to Consultant under this contract under Exhibit E. This includes, but is not limited to personnel security measures, such as background checks.

**4.6.1 Sensitive and Personal Data Restrictions.** Consultant agrees it shall not use any Sensitive Data or Personal Data for any purpose other than that stated in the Scope of Work. Consultant shall restrict access to the Sensitive Data and Personal Data to only those



employees who are necessary to perform the purpose stated in the Scope of Work. Consultant shall not disclose or permit disclosure of the Sensitive Data or Personal Data to third parties (including subconsultants and agents) or to employees of Consultant who are not required to have the information for the purpose stated in the Scope of Work. Consultant shall advise its employees who have access to the Sensitive Data and Personal Data of the confidentiality obligations in this Contract.

**4.6.2 Duty of Care.** Consultant shall take all reasonable measures to protect the secrecy and use of any Sensitive Data and all Personal Data and to prevent its disclosure to or use by persons not authorized by this Contract and to prevent it from falling into the public domain. Such measures shall include, but not be limited to, the highest degree of care that Consultant exercises to protect its own confidential or proprietary information, which shall be no less than reasonable care. Consultant shall notify the City in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Sensitive Data or Personal Data that comes to Consultant's attention.

**4.6.3 Secure Data Transmission.** All transmissions of Sensitive Data and Personal Data by Consultant shall be performed using a secure transfer method. Any transmission, transportation, or storage of Protected Data outside the United States is prohibited except on prior written authorization by the Client.

**4.6.4 Return of Data.** All copies of the Sensitive Data and Personal Data shall be promptly returned to the City by the Consultant at the conclusion of its services or within ten (10) days after the written request of the City.

**4.6.5 Administrative Regulations 90.63.** Contractor acknowledges and shall comply with the requirements in City of San Diego Administrative Regulation 90.63 INFORMATION SECURITY POLICY. A copy of Administrative Regulation 90.63 is attached as Exhibit D to this Contract and is incorporated herein by reference.

**4.6.6 Administrative Regulations 90.64.** Contractor acknowledges and shall comply with the requirements in City of San Diego Administrative Regulation 90.64 PROTECTION OF SENSITIVE INFORMATION AND DATA to ensure the confidentiality and protection of sensitive information and data against unauthorized use. Contractor shall sign the City of San Diego "**Sensitive Information Authorization Acknowledgement Form- City Contractors/Vendors**" which includes a Policy Summary (pertinent excerpts from City Administrative Regulation 90.64). A copy of Administrative Regulation 90.64 is attached as Exhibit E to this Contract and is incorporated herein by reference.

**4.6.7 Confidentiality and Non-Disclosure Agreements.** Contractor acknowledges and shall comply with and sign both the City of San Diego **Confidentiality and Non-Disclosure Agreement- During Negotiations**, and the **Confidentiality and Non-Disclosure Agreement- During Term of Contract**. Copies of both Confidentiality and Non-Disclosure Agreements are attached as Exhibit F to this Contract and are incorporated herein by reference.

## ARTICLE V WAGE REQUIREMENTS

### 5.1 Reserved.

**ARTICLE VI  
CONTRACT DOCUMENTS**

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

**6.2 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.

**6.3 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 1<sup>st</sup> 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:

1<sup>st</sup> Any properly executed written amendment to the Contract

2<sup>nd</sup> The Contract

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

4<sup>th</sup> Contractor's Pricing

**6.4 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.

**5.4 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


Atkins North America  
\_\_\_\_\_  
Proposer  
11452 El Camino Real, Suite 120  
\_\_\_\_\_  
Street Address  
San Diego, CA  
\_\_\_\_\_  
City  
858-874-1810  
\_\_\_\_\_  
Telephone No.  
Ken.Hawkins@atkinsglobal.com  
\_\_\_\_\_  
E-Mail

BY:


  
\_\_\_\_\_  
Signature of  
Proposer's Authorized  
Representative  
Ken Hawkins  
\_\_\_\_\_  
Print Name  
VP, Sector Manager  
\_\_\_\_\_  
Title  
03/10/2023  
\_\_\_\_\_  
Date

CITY OF SAN DIEGO  
A Municipal Corporation

BY:

  
\_\_\_\_\_  
Print Name:  
Claudia C. Abarca  
\_\_\_\_\_  
Director, Purchasing & Contracting Department  
September 5, 2023  
\_\_\_\_\_  
Date Signed

Approved as to form this 25<sup>th</sup> day of  
September, 2023.  
MARA W. ELLIOTT, City Attorney

BY:   
\_\_\_\_\_  
Deputy City Attorney  
Markecia Simmons

**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. Quality.** Unless otherwise required, all goods furnished shall be new and the best of their kind.

**6.1 Items Offered.** Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

**6.2 Brand Names.** Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

**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 Demonstration/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.

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

	MAXIMUM EVALUATION POINTS
	<hr/>
<b>A. Responsiveness to the RFP.</b>	<b>20</b>
1. Requested information included and thoroughness of response	
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary.	
<b>B. Staffing Plan.</b>	<b>15</b>
1. Qualifications of personnel adequate for requirement	
2. Clearly defined Roles/Responsibilities of personnel	
3. Documentation proof for Staff who have passed/cleared any security background checks	
<b>C. Proposer’s Capability to provide the services and expertise and Past Performance.</b>	<b>45</b>
1. Experience developing data management strategies and data governance models	
2. Specific experience working with a government agency or city of a similar size	
3. Relevant experience of the Proposer and subcontractors	
4. Past/Prior Performance	
5. Capacity/Capability to meet The City of San Diego needs in a timely manner	
6. Reference checks	
<b>D. Price.</b>	<b>10</b>
<b>E. Mandatory Demonstration/Presentation.</b>	<b>10</b>
1. Process	
2. Timeline	
3. Past Experience	
4. Examples of final work products similar to deliverables listed in Exhibit B, Section G: Deliverables	
5. Thoroughness and Clarity of Presentation	
SUB TOTAL MAXIMUM EVALUATION POINTS:	<hr/> <b>100</b>
<b>F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*</b>	<b>12</b>
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	<hr/> <b>112</b> <hr/>

\*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.

**4. Waiver of Defects and Technicalities.** The City may waive defects and technicalities in proposals when to do so is in the City's best interests.

**5. Rejection of All Bids.** The City may reject any and all proposals when to do so is in the City's best interests.

#### **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 at Exhibit C. This includes providing Proof of Professional Liability Insurance (Errors and Omissions).

**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. Consultant Award Tracking Form**

**7. Statement of Economic Interest, Form 700.** In accordance with the City's Conflict of Interest Code, the selected recruiter may be included in the list of designated employees required to complete a statement of economic interest disclosing relevant financial interests with the scope as directed by the City.

**8. Conflict of Interest Certification**

**9. Administrative Regulations 90.63**

Contractor acknowledges and shall comply with the requirements in City of San Diego Administrative Regulation 90.63 INFORMATION SECURITY POLICY. A copy of Administrative Regulation 90.63 is attached as Exhibit D to the Contract and is incorporated herein by reference.

**10. Administrative Regulations 90.64**

Contractor acknowledges and shall comply with the requirements in City of San Diego Administrative Regulation 90.64 PROTECTION OF SENSITIVE INFORMATION AND DATA to ensure the confidentiality and protection of sensitive information and data against unauthorized use. Contractor shall sign the City of San Diego "**Sensitive Information Authorization Acknowledgement Form- City Contractors/Vendors**" which includes a Policy Summary (pertinent excerpts from City Administrative Regulation 90.64). A copy of Administrative Regulation 90.64 is attached as Exhibit E to the Contract and is incorporated herein by reference.

**11. Confidentiality and Non-Disclosure Agreements**

Contractor acknowledges and shall comply with and sign both the City of San Diego **Confidentiality and Non-Disclosure Agreement-During Negotiations**, and the **Confidentiality and Non-Disclosure Agreement- During Term of Contract**. Copies of both Confidentiality and Non-Disclosure Agreements are attached as Exhibit F to the Contract and are incorporated herein by reference.

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. INTRODUCTION AND BACKGROUND**

The City of San Diego (City) recognizes City data as an asset with the potential to support strategic goals, inform policy, and make daily operations more efficient. However, without the right management practices, the City will be exposed to risks and struggle to leverage data to its full potential. Currently, the City's data management practices are not guided by a formal citywide governance program. A centralized data management strategy supported by a citywide data governance program is how the City will achieve consistent practices at all levels of the organization. The City seeks to develop a strategy and governance model customized to its needs based on industry best-practices.

The City's Office of the City Auditor reviewed data classification and encryption practices and concluded, "The City must further formalize its data management program to enable comprehensive data management, including the classification and security of its data." The full report can be found at

[https://www.sandiego.gov/sites/default/files/audit\\_of\\_citywide\\_sensitive\\_data\\_encryption\\_standards\\_and\\_data\\_classification\\_public.pdf](https://www.sandiego.gov/sites/default/files/audit_of_citywide_sensitive_data_encryption_standards_and_data_classification_public.pdf)

### **B. PROJECT DESCRIPTION**

The purpose of this project is to develop a centralized data governance model that addresses the City's specific needs and create a centralized data management strategy based on that model. The strategy should clarify the roles and responsibilities of the City's data management entities and include implementation and training plans.

### **C. MINIMUM REQUIREMENTS**

The Contractor must meet these minimum requirements:

1. Experience working with a public agency of a similar size conducting a Data Governance readiness assessment
2. Knowledge of various data governance models that pertain to the same scope of work provided in this RFP
3. Knowledge of applicable local, state, and federal laws, regulations, and policies related to the development of centralized data governance models and the creation of centralized data management strategies based on those models.
4. Examples of successful data governance models the contractor developed for other public agencies
5. Experience developing implementation plans for new data governance programs
6. Knowledge of document and content management and understanding of records management best practices and requirements for public agencies
7. Knowledge of data security and understanding of best practices for classifying data and managing access to sensitive data
8. Knowledge of change management strategies
9. Experience developing training materials for public agency staff
10. Experience reviewing and integrating with existing strategies and policies

## **D. PROJECT TEAM**

Contractor shall provide a Curriculum Vitae (CV) or resume for each member of its Project Team as part of the proposal submitted in response to this RFP.

## **E. PROJECT GOALS**

1. City Department cooperation and coordination increase, and key data management roles and responsibilities are defined
2. City data is catalogued and classified according to a standardized schema that is useful to all data management roles and meets all existing program requirements.
3. Sensitive data and information are appropriately protected, and access is controlled, including as required by Exhibits D and E (Administrative Regulations 90.63 and 90.64) of the Contract
4. Access to clean, reliable, non-sensitive data is promoted so City staff and policy makers can use it to inform decisions, evaluate performance, improve operations, and meet reporting requirements
5. Business processes for common data-related activities are agreed upon, defined, and memorialized in City policy

## **F. PROJECT SCOPE**

### **1. Phase I**

1. Prepare, review, and discover
  - Draft project charter
  - Draft mission statement
  - Review existing inputs to be provided by the City, including but not limited to:
    - Administrative Regulations
    - City policies
    - San Diego Municipal Code
    - Process Narratives
    - Standard Operating Procedures
    - Informal data management organizational structure with roles and responsibilities
  - Conduct readiness assessment
    - Interviews with the three City data management authorities (City Clerk, Performance & Analytics, and Department of IT) and selected City Department data liaisons.
    - Benchmark City of San Diego management practices along the Maturity Model described in the Data Management Body of Knowledge
  - Identify external stakeholders

2. Identify data governance model
  - o Recommend an appropriate structure based on City needs with roles and responsibilities defined

## 2. Phase II

1. Develop data governance strategy
  - o Operating Framework that provides operational details for the data governance model, including governing bodies and organizational structure
  - o Accountabilities that identify roles and responsibilities across the City and accountability mechanisms
  - o Strategy must meet regulatory, security, and business requirements communicated by City Clerk, Performance & Analytics, and Department of IT
2. Develop and draft Administrative Regulation for City staff review and consideration that establishes the data governance strategy as a City policy, provides an overview of the data governance model, defines roles and responsibilities and compliments existing regulations and policies.

## 3. Phase III

1. Develop an implementation plan that addresses change management and includes Goals and KPIs
2. Create a comprehensive City staff training plan that introduces data governance and data management essential concepts for each data management role defined in the data governance model
3. Conduct a kick-off meeting with Department liaisons to articulate the goals of data governance and introduce the strategy, operating framework, and implementation plan

## 4. Additional Labor

To accommodate work on the project deliverables in Section G extending beyond the contract period, please list on the pricing schedule the names of the team members, titles, roles in RFP response and hourly rates in section L. The pricing of Additional Labor will not be evaluated with the price schedule in Exhibit A section 3.6 evaluation criteria of this RFP.

## G. DELIVERABLES

Contractor shall deliver a written report that details Phase I activities described in the Project Scope section. The report should include the Project Charter and Mission Statement and describe the process and the findings from the readiness assessment. The report should conclude with a recommendation on a data governance model the City should adopt.

Contractor shall then provide the deliverables from Phase II activities. These deliverables are described in the remainder of this section:

**1. Administrative Regulation**

Contractor shall develop and draft a written Administrative Regulation for City staff review and consideration that establishes the data governance strategy as a City policy, provides an overview of the data governance model, and defines the roles and responsibilities of the City's three data management authorities. The form and format of the draft Administrative Regulation shall be in the form and format described in [City of San Diego Administrative Regulation 1.00](#). Contractor shall provide continuing guidance, recommendations, input, and clarity as the draft Administrative Regulation goes through Preliminary Review and Internal Routing as described in [City of San Diego Administrative Regulation 1.00](#).

**2. Data Classification**

Contractor shall review a draft data classification developed by combining existing classifications used by Performance & Analytics, Department of IT, and City Clerk. Contractor shall provide recommendations in writing to finalize the classification.

**3. Operating Framework**

Contractor shall deliver a written document that provides operational detail for the draft Administrative Regulation. It should explain the governing bodies, organizational structure, access controls, accountability mechanisms, and operational processes that support the draft Administrative Regulation. Its basis should be existing policies and procedures identified during Phase I activities, and it should identify new policies and procedures or recommended changes/additions to existing policies and procedures to fill gaps in the City's existing data management operations.

**4. Implementation Plan**

Contractor shall deliver a written document that describes the activities and milestones that will be necessary for the City to achieve the operating framework. It must include a plan for building on existing Department Record File Plans to create a citywide data inventory. It must also include a plan for change management to support successful adoption of new policies and procedures introduced in the operating framework. It should identify Key Performance Indicators based on the goals of data governance for the organization.

**5. Kick-off meeting with Department liaisons**

Contractor shall facilitate one live meeting with City staff who have been identified by Department Directors to fill the key data management roles defined in the data governance model. The purpose of the meeting will be to introduce the newly created data governance strategy, operating framework, and implementation plan. The meeting will be the first step toward change management and should also articulate the goals and benefits of data governance to the organization.

## **6. City staff training material**

Contractor shall deliver a set of PowerPoint presentations – one for each data management role defined in the data governance model. The content of the training material should cover data governance and data management essential concepts customized to each role.

## **H. TIMELINE**

Phase I complete with all deliverables: June 30, 2023

Phase II complete with all deliverables: September 30, 2023

Phase III complete with all deliverables: March 31, 2024

## **I. REFERENCES**

Proposer must demonstrate that they are properly equipped to perform the work as specified in this RFP. Proposer must 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 seven (7) 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.

Proposer is required to state all subcontractors to be used in the performance of the services described in this Exhibit B Scope of Work, and what portion of work will be assigned to each Subcontractor on the Contractor Standards Pledge of Compliance Form included with this RFP.

The City shall rely on references as part of the evaluation process. The City reserves the right to take any or all of the following actions: reject a proposal based on an unsatisfactory reference(s), contact any person(s) associated with the reference(s), request additional references, contact organizations known to have used in the past or currently using the services supplied by the Proposer or the Proposer's Subcontractors (as listed in the Contractor Standards Pledge of Compliance Form included with this RFP), and to contact independent consulting firms for additional information about the Proposer or the Proposer's Subcontractors.

## **J. TECHNICAL REPRESENTATIVE**

The Technical Representative for this Contract is identified in the Notice of Award and is responsible for overseeing and monitoring this Contract.

## **K. INVOICING MILESTONES**

1. Sign-off from all three City data management authorities (Chief Data Officer, Chief Information Officer, and City Clerk) on the Phase 1 written report that includes the Project Charter, Mission Statement, findings from a readiness assessment, and a recommendation on a City data governance model.



# TAB C – Cost Proposal

Tab C – Cost Proposal contains pricing for Atkins’ proposed project phases and deliverables addressed in section 2.3 – Project Phases and section 2.4 – Project Deliverables in Tab B.

CITYWIDE DATA GOVERNANCE COST PROPOSAL	
Phase I	Price
Written report with project charter, mission statement, readiness assessment findings, data governance model recommendation, and identify stakeholders	\$30,079.80
Phase II	
City Administrative Regulation draft and Operating Framework	\$27,959.80
Phase III	
Implementation documents and activities, including Implementation Plan, finalized Data Classification, live kick-off meeting, and staff training materials	\$56,940.95
<b>Total Cost for Three Phases</b>	<b>\$114,980.55</b>
<b>Estimated Travel Expenses*</b>	<b>\$10,000.00</b>

\*Expenses are in addition to Total Cost and are estimated for two onsite engagements and will be invoiced as incurred.

ADDITIONAL LABOR HOURLY RATE			
Staff Member	Title	Role	Hourly Rate
John Pregler	Management Solutions Consultant	Advisory, Consultation	\$207.52
Soraya Saflicki	Project Manager / Sr. Business Analyst	Advisory, Business Analysis	\$186.29
Lisa Schoenfelder	Org. Change Management Lead	Advisory, Consultation	\$190.85
Mourad Bouhafs	Senior System Architect	Advisory, Consultation	\$265.00
Shiv Iyer	Technical Manager/QA Lead	Advisory, Consultation	\$325.00
Susan Berkley	Sr. Public Information Specialist	Advisory, Consultation	\$145.71

PROJECT DELIVERABLES	
Deliverable	Phase
Onsite Interviews and Readiness Assessment	1
Draft Charter	1
Draft Mission Statement	1
Identify External Stakeholders	1
Create/conduct Data Governance Capability Maturity Survey	1
Administrative Regulations	2
Data Classifications	2
Data governance Operating Framework	2
Implementation Plan	3
Onsite Kick-off Meeting with Department Liaisons	3
City Staff Training Materials	3

EXHIBIT C



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

**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:

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 10<sup>th</sup> 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 (5<sup>th</sup>) day of the subsequent month.

**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 (5<sup>th</sup>) 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

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.

**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 Inspection and Acceptance.** The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

**5.2 Responsibility for Lost or Damaged Shipments.** Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

**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.

**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.



**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.

**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

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

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 Software Licensing.** Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

**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

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).

**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.

**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

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



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.

**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

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,

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

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.

**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.



THE CITY OF SAN DIEGO

CONSULTANT AWARD TRACKING FORM

Consultant Award Tracking Form: The purpose of this form is to track the cumulative amount of money awarded to both architectural and engineering (A&E) firms and non-A&E firms; and to ensure that the cumulative amount of money awarded to consultant does not exceed \$1,000,000 for non-CIP funded contracts and \$5,000,000 for CIP funded contracts in a fiscal year including this contract. If this cumulative award limit is exceeded, inclusive of this contract award, Council approval is required.

A copy of this form must be attached to forms Mayoral Action PA-2625, Mayoral Action 1544, Council Action 1472 and Purchase Orders for processing.

THIS SECTION TO BE COMPLETED BY CITY STAFF

Date: \_\_\_\_\_ Department Name: \_\_\_\_\_

City Project Manager: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Project Name: \_\_\_\_\_

Contract or Amendment Amount: \$ \_\_\_\_\_

Appropriate approval authority:

- Mayoral Action PA-2625
 Mayoral Action 1544
 Council Action 1472
 Purchase Order

THIS SECTION TO BE COMPLETED AND REVIEWED BY CONSULTANT

The City reserves the right to disqualify any Consultant if this tracking form is not completely and accurately executed prior to the contract award.

If it is determined subsequent to the contract award that this tracking form was not accurately executed, the underlying contract will be illegal and deemed void if awarded without Council approval and it is beyond the limits set in Municipal Code Section 22.3207. In such an instance, the City shall not be responsible for any losses or damages which may result from the void contract and reserves the right in its sole discretion to award the contract to another consultant.

Dollar amount awarded to the consultant by the City of San Diego this fiscal year (July 1 through June 30) including this contract or amendment: \$ \_\_\_\_\_

I hereby certify that I am an authorized representative of:

\_\_\_\_\_  
(Name of Firm)

and that I have read and understand this form this \_\_\_\_\_ day of \_\_\_\_\_ - \_\_\_\_\_  
(Day) (Month) (Year)

By \_\_\_\_\_  
(SIGNATURE of Authorized Representative)

(PRINTED name of Authorized Representative)

# CONFLICT OF INTEREST CERTIFICATION

FORM CIQ

Any vendor, proposer, bidder, consultant, or contractor (Contractor) who supplies goods or provides services to the City of San Diego must sign and date this certification and comply with the requirements described herein.

Contractor is required to comply with all applicable local, state, and federal conflict of interest laws and regulations relating to public contracts including, but not limited to, California Government Code sections 1090 through 1099, California Government Code sections 81000, et. seq., and the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code sections 27.3501 through 27.3595. Compliance with these laws and regulations may require Contractor to timely file a statement of economic interests with the Filing Officer of the City of San Diego disclosing relevant financial interests.

Contractor shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or appears to be, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

A violation of any conflict of interest law is grounds for immediate termination of a contract with the City of San Diego.

OFFICE USE ONLY

Date Received

8/29/2023

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed/Typed Name

\_\_\_\_\_  
Date



**INSTRUCTION SHEET FOR**

**DISCLOSURE DETERMINATION FOR CONSULTANT  
(Form CC-1671)**

Use the "Disclosure Determination for Consultant" form (CC-1671) to report the disclosure requirement for any consultant hired to provide services to the City of San Diego or the boards, commissions and agencies that fall under the City of San Diego's jurisdiction.

2 California Code of Regulations defines a "consultant" as an individual who, pursuant to a contract with a state or local government agency, either makes a governmental decision or serves in a staff capacity with the state or local government agency and in that capacity participates in making a governmental decision. For the complete definition of "consultant", refer to 2 Cal. Code of Regs. 18700.3.

The "Disclosure Determination for Consultant" form is completed for all consultants under contract with the City of San Diego or the boards, commissions and agencies that fall under the City of San Diego's jurisdiction. Please follow the step-by-step directions:

1. List the department, board, commission or agency requesting the consultant service.
2. List the consulting company. If known, also list the individual(s) who will be providing the consultant services.
3. List the mailing address.
4. List the e-mail address of individual(s) providing the consultant service.
5. Provide the date the individual(s) will start providing the consultant service.
6. List all duties/responsibilities the consultant will have. This list will enable you to determine the disclosure requirement for the consultant.
7. Determine the consultant's disclosure category. Your consultant should be required to disclose only those economic interests which could potentially create a conflict of interest as he/she performs his/her contractual obligations. For ideas about possible disclosure categories, review those in your department's, board's, commission's or agency's conflict of interest code, available here. This is the Clerk's website at <https://www.sandiego.gov/city-clerk/elections/eid/codes>.

Please fill out the entire "Disclosure Determination for Consultant" form, and have it signed by the appropriate authority. (Individuals with signing authority are described in your conflict of interest code as part of the disclosure requirement for Consultants.) Forward the original form to the City Clerk's Office, MS 2A.

**DISCLOSURE DETERMINATION FOR CONSULTANT**

*\*Must be signed by department director, agency president or other individual authorized by the appropriate conflict of interest code regarding consultants.*

- 1. Department / Board / Commission / Agency Name: Performance & Analytics
- 2. Name of Specific Consultant & Company: Atkins North America
- 3. Address, City, State, ZIP: 11452 El Camino Real, Suite 120, San Diego, CA 92130
- 4. E-mail Address: Ken.Hawkins@atkinsglobal.com
- 5. Date of Assuming Office: August 1, 2023
- 6. Project Title (as shown on 1472, "Request for Council Action"): Citywide Data Governance
- 7. Consultant Duties for Project:
  - Recommend a data governance organizational structure
  - Create staff training materials
  - Recommend content for City policy documents

8. Disclosure Determination [select applicable disclosure requirement]:

Consultant will not be "making a governmental decision" or "serving in a staff capacity." No disclosure required.

- or -


Consultant will be "making a governmental decision" or "serving in a staff capacity." Consultant is required to file a Statement of Economic Interests with the City Clerk of the City of San Diego in a timely manner as required by law. [Select consultant's disclosure category.]

Full: Disclosure is required pursuant to the broadest disclosure category in the appropriate Conflict of Interest Code.

- or -

Limited: Disclosure is required to a limited extent. [List the specific economic interests the consultant is required to disclose.]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By:  Alex Hempton 7/26/23  
[Name/Title]\* Acting Director, PandA [Date]

Once completed, with all questions answered and an authorized signature affixed, please forward the original form to the City Clerk's Office, MS 2A. Keep a copy with the contract.

## DEFINITION OF "CONSULTANT"

2 California Code of Regulations defines a "consultant" as an individual who, pursuant to a contract with a state or local government agency:

- (A) Makes a governmental decision whether to:
1. Approve a rate, rule or regulation;
  2. Adopt or enforce a law;
  3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
  4. Authorize the City to enter into, modify, or renew a contract provided it is the type of contract that requires City approval;
  5. Grant City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
  6. Grant City approval to a plan, design, report, study, or similar item;
  7. Adopt, or grant City approval of, policies, standards, or guidelines for the City, or for any subdivision thereof; or
- (B) Serves in a staff capacity with the agency and in the in that capacity participates in making a governmental decision as defined in Regulation 18704 (a) and (b) or performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code under Government Code Section 87302.

An individual "serves in a staff capacity" if he or she performs substantially all the same tasks that normally would be performed by staff member of a governmental entity. In most cases, individuals who work on only one project or a limited range of projects for an agency are not considered to be working in a "staff capacity." The length of the individual's service to the agency is relevant. Also, the tasks over the relevant period of time must be substantially the same as a position that is or should be specified in the City's conflict of interest code.

An individual "participates in making a governmental decision" if he or she: (1) negotiates, without substantive review, with a governmental entity or private person regarding the decision; or (2) advises or makes recommendations to the decision-maker, by conducting research or an investigation, preparing or presenting a report, analysis or opinion which requires the exercise of judgment on the part of the individual and the individual is attempting to influence the decision.

Regulation 18700.3

<http://www.fppe.ca.gov/content/dam/fppe/NS->

[Documents/AgendaDocuments/General/2015/May/18700.3.%20Consultant%20Public%20Official%20Who%20Manages%20Public%20Investments%20--%20Definitions%20\(Adopt\).pdf](http://www.fppe.ca.gov/content/dam/fppe/NS-)

EXHIBIT D

CITY OF SAN DIEGO  
ADMINISTRATIVE REGULATION

SUBJECT	Number	Issue	Page
	90.63	2	1 of 12
INFORMATION SECURITY POLICY	Effective Date May 5, 2017		

1. PURPOSE

- 1.1. To ensure *City Information* is accurate, relevant, properly protected, and handled consistent with City policies and *Standards*.
- 1.2. To establish *Information Security Policies* and procedures for protection of *City Information* and the use of *City Computer Equipment*, *Network Services*, and *Electronic Mail (Email)* and non-City or personal *Computer Equipment* that may be used to access *City Computer Equipment*, *Computer Systems* or *Network Services* by any person or affiliate that is subject to this Administrative Regulation.
- 1.3. To establish a procedure for approving and notifying employees, and other individuals and entities subject to this Administrative Regulation, about *Information Security Standards and Guidelines* that will provide specific guidance and criteria in securing and using *City Computer Equipment*, *Network Services*, and *Email*.
- 1.4. To establish the basis for an Identity Theft Prevention Program, to ensure the security and safety of both employee and citizen/customer personal information.

2. SCOPE

- 2.1. This regulation applies to all City employees, contractors, volunteers, and other affiliates, sometimes collectively referred to as "Individuals," using some or all of the City of San Diego's *Computer Systems*, *Computer Equipment*, *Network Services* or *Email* system.
- 2.2. This regulation applies to the use of *City Computer Equipment* or *Network Services* and to non-City or personal computer equipment that may be used to access *City Computer Systems* or *Network Services* by any Individual subject to this Administrative Regulation.

3. DEFINITIONS

- 3.1. *Breach* - Means unauthorized access to the City's *Computer Equipment*, *Computer Systems*, *Email*, or *Network Services* was, or is reasonably believed to have been, acquired by an unauthorized person.

(Supersedes Administrative Regulation 90.63, Issue 1, effective June 30, 2011)

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Authorized

(Signature on File)

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CHIEF OPERATING OFFICER

CITY OF SAN DIEGO  
ADMINISTRATIVE REGULATION

SUBJECT	Number 90.63	Issue 2	Page 2 of 12
INFORMATION SECURITY POLICY	Effective Date May 5, 2017		

- 3.2. City Information - Includes information relating to the conduct of the public's business which is prepared, owned, used or retained by any City department or Individual regardless of physical form or characteristics.
- 3.3. Computer Equipment - Includes computer hardware and peripherals, including monitor, mouse, keyboard, and printers, tablets, portable or laptop computers, smart phones and similar communication equipment owned, operated or maintained by the City or an information technology (IT) service provider under contract with the City.
- 3.4. Computer Systems - Includes a network system, interconnected *computer equipment* (e.g., servers and storage devices), software package, or other IT resources.
- 3.5. Email (Electronic Mail) - A method of composing, storing, sending, and receiving (electronic transfer of information) electronic messages, memoranda, and attached documents from a sender to one or more recipients via a telecommunications network.
- 3.6. Guidelines - Recommended actions and/or industry best practices that should be used regarding security practices for ensuring compliance with policies and *standards*.
- 3.7. Information Security - An attribute of information systems which includes specific policy-based mechanisms, practices, procedures, and assurances for protecting the confidentiality and integrity of information, the availability and functionality of critical services, and the privacy of individuals.
- 3.8. Information Security Standards and Guidelines - Means the *standards* and *guidelines* developed by the Department of IT and approved by the appropriate IT governance body which govern operation of City *Computer Systems*, *Computer Equipment*, *Email*, and *Network Services*.
- 3.9. Information Security Policies - Organizational rules and practices that regulate how an organization manages, protects, and uses its information system assets and data.
- 3.10. Internet - A publicly accessible network connecting *Computer Systems* throughout the world using the standard *Internet Protocol* (IP). In addition to providing capability for *Email*, other *Internet* applications include, but are not limited to, news groups, data processing & storage services, data transfer services, *Email*, cloud services, and the world-wide web ("WWW" or "Web").
- 3.11. Network Services - Communication networks, including the underlying infrastructure of routers, switches, wireless access points, and communications media for hard-wired or wireless transmission of data across the network. Local Area Networks (LANs), Wide Area Networks (WANs), the *Internet*, and wireless networks are examples of *Network Services*.

CITY OF SAN DIEGO  
ADMINISTRATIVE REGULATION

SUBJECT	Number 90.63	Issue 2	Page 3 of 12
INFORMATION SECURITY POLICY	Effective Date May 5, 2017		

- 3.12. Standards - Indicates how and what kind of software, hardware, databases, and business practices should be implemented, used, and maintained to meet security and operational objectives.
- 3.13. System Managers or System Administrators - Individuals who support the operations and integrity of City *Computer Systems* and their use. Their activities might include system installation, configuration, integration, maintenance, security management, and problem analysis and recovery. By the nature of their duties, they have administrative-level access to *Computer Systems*, including operating systems, applications, databases, software utilities, and computer hardware, not accessible by standard *Users*.
- 3.14. User - Any individual who has been granted privileges and access to City *Computer Equipment, Network Services*, applications, resources, or information. *User* is also any person who is identified in Sections 2.1. and 2.2. above.
- 3.15. User ID or User Account - The unique account identifier that is assigned to a *User* of the City's *Computer Equipment, Computer Systems*, and *Network Services*.

4. POLICY

4.1. General

- 4.1.1. Guidance, direction, and authority for *Information Security* activities are centralized for the City under the Department of Information Technology ("Dept. of IT"), Chief *Information Security Officer (CISO)*.
  - a. The Dept. of IT will provide direction and expertise to ensure the City's information is protected. This responsibility includes consideration of the confidentiality, integrity and availability of both information and *Computer Systems* that manage information. The Dept. of IT will act as a liaison for all *Information Security* matters with all City departments and IT service providers, and must be the focal point for all *Information Security* activities throughout the City. The Dept. of IT will participate in vendor product evaluations and in-house system development projects, assist with implementing security controls, investigate *Information Security Breaches* and perform other activities which are necessary to assure a secure information handling environment.
  - b. The Dept. of IT has the authority to provide exceptions to specific provisions of this policy based upon unique business requirements and other considerations. Departments will promptly notify the Dept. of IT in the event an exception is being requested for the security requirements of their respective *Computer Systems*. All exception requests and resulting actions must be fully documented and will be retained by the Dept. of IT.

CITY OF SAN DIEGO  
ADMINISTRATIVE REGULATION

SUBJECT	Number 90.63	Issue 2	Page 4 of 12
INFORMATION SECURITY POLICY	Effective Date May 5, 2017		

- 4.1.2. All computer files developed, created or enhanced within the scope and course of City employment, or a City third-party contractual relationship, are the property of the City of San Diego, regardless of their physical location or the form in which they are maintained. These include, but are not limited to, computer data files, documents, databases, spreadsheets, calendar entries, appointments, tasks, and notes which reside on any City *Computer Systems* or *Computer Equipment*, or the *computer equipment* of a contractor performing work for or on behalf of the City.
- a. The City reserves the right to access and disclose as required or permitted by law, and as defined in the approved *Information Security Standards and Guidelines*, all messages and other electronic data sent over its *Email* systems or stored in computer files on City *Computer Equipment*. City-related computer files stored on non-City or personal computers must be provided upon the City's request in City standard formats.
  - b. It is the responsibility of the Department Head or designee to ensure access to City *Computer Systems* is terminated and all computer files are properly handled by the City when an employee leaves City employment, pursuant to applicable City regulations, policies, and procedures.
  - c. All inventions, improvements, developments, or other works and any related copyrights, trademarks, patents or other intellectual property rights which are in any way related to City business or activities and which are created, developed, enhanced, or are derived, by one or more City employees during the employee's employment and compensated working hours, or using City *Computer Equipment*, or otherwise developed within the scope of an employee's employment, are the exclusive intellectual property rights of the City of San Diego and the City shall own all rights in such intellectual property, including any applicable copyright, patent, trademark, or other intellectual property rights.
- 4.1.3. Access to information available through the City's *Network Services* or from the City's *Computer Systems* is controlled by Dept. of IT approved access control criteria and *Information Security Standards and Guidelines*, which are to be maintained and reviewed at least annually, including updates, as necessary.
- 4.1.4. Authorized access to City *Computer Systems* and *Network Services* shall be at the minimum level required for the Individual to perform and complete their assigned duties, and not at a level that allows access to information beyond the scope of that Individual's assigned duties.
- 4.1.5. Each *Computer System* or *Network Services User ID* must uniquely identify only one *User*. Generic, shared, or group *User IDs* are not permitted. Any unique *User ID* shall not be duplicated across multiple *user* authentication directories,

CITY OF SAN DIEGO  
ADMINISTRATIVE REGULATION

SUBJECT	Number	Issue	Page
	90.63	2	5 of 12
INFORMATION SECURITY POLICY	Effective Date May 5, 2017		

so that there is always only one source *User* directory for authenticating any *User ID* for access to City *Computer Systems* or *Network Services*. Network security groups may be used to combine *Users* access rights. Approved group *Email* accounts may be shared by multiple *Users* who each have unique *User IDs*.

- a. Any Department that requires Individuals to share a single *Computer System*, such as a desktop PC used for customer service, must ensure compliance with the shared-use workstation requirements of the *Information Security Standards and Guidelines*.
- 4.1.6. The initial login password issued to a *User* must be valid only for that *User*'s first online session. At the time of initial login, the system must force the *User* to create another password before any other work can be done on the system. Passwords must meet the current criteria set in the *Information Security Standards and Guidelines*.
- 4.1.7. *Network Services* are an essential component of the City's information resources. No device may be connected to the City's *Computer Systems*, data network or voice network unless it has been specifically approved by the Department of Information Technology (IT) pursuant to *Information Security Standards and Guidelines* adopted in accordance with this policy. This section excludes portable data storage devices/media, such as USB drives, being connected to an existing City computer, as long as proper security measures are taken with those devices to prevent and avoid infection by malicious software (i.e., virus or Trojan).
- 4.1.8. All servers, network equipment or telecommunications equipment used for the production support of City business operations must utilize uninterruptible power supply (UPS) and surge protection. Devices deemed critical to City business operations should be on dual power grids or on emergency power generators to protect against power outages.
- 4.1.9. Portable storage devices should only be used for temporary storage of data. Any City data or records created on portable storage devices, such as CDs or USB drives, are to be treated according to Section 4.1.2. above. The content should be made accessible in a standard format and should comply with the *Information Security Standards and Guidelines*. City records stored on portable storage devices must be retained in accordance with applicable laws, rules, regulations, and policies pertaining to the management and retention of City records.
- 4.1.10. Misrepresenting, obscuring, suppressing, or replacing a *User*'s identity on an electronic communications system is forbidden. The *User* name, *Electronic Mail*



CITY OF SAN DIEGO  
ADMINISTRATIVE REGULATION

SUBJECT	Number	Issue	Page
	90.63	2	6 of 12
INFORMATION SECURITY POLICY	Effective Date May 5, 2017		

address, and related information used for login/access and included with messages or online postings must reflect the actual originator of the messages or postings.

4.1.11. *Users* shall not download or store software from the *Internet* on *City Computer Equipment* which has not been properly licensed to the City or in which the City does not have a legal right to possess or use. *Users shall not install unauthorized or unlicensed software programs on City Computer Equipment. Any authorization must be obtained in advance from the Department of IT.*

4.1.12. An *Information Security* Committee or its successor, as defined and chartered through the City's IT governance structure, will meet periodically to review the current status of the City's *Information Security*, review and monitor security incidents within the City, approve and periodically review *Information Security* projects, and provide semi-annual reports related to these activities to the Dept. of IT.

a. The *Information Security* Committee will review this policy and the related *Information Security Standards and Guidelines* annually during the first quarter of each fiscal year, making recommendations for any updates to the Dept. of IT. The Dept. of IT will forward any recommended updates to the City executive management team for approval.

4.2. Departmental Management Policy

4.2.1. Department Directors are ultimately responsible for departmental compliance with the provisions of this policy and other *information security* and acceptable use policies.

4.2.2. Senior management will lead by example by ensuring *Information Security* is given a high priority in all current and future business activities and initiatives.

4.2.3. Management must provide all *Users* within their department with sufficient training to allow them to understand their personal responsibilities to properly protect information resources, including tracking of the dates and names of employees trained. *Information Security* training materials will be created, maintained, and made available by the Dept. of IT. Such training should occur within the first 90 days of employment, and then refresher training should occur annually for all employees.

4.2.4. Management must allocate sufficient on-the-job time for *Users* to acquaint themselves with *Information Security Policies*, separately from the formal training required in Section 5.3 above, including the *Information Security Standards and Guidelines* with related procedures on prohibited activities and

CITY OF SAN DIEGO  
ADMINISTRATIVE REGULATION

SUBJECT	Number	Issue	Page
	90.63	2	7 of 12
INFORMATION SECURITY POLICY	Effective Date May 5, 2017		

appropriate ways to report security threats. Management must notify *Users* of specific actions that constitute security violations and that such violations will be logged.

- 4.2.5. Each department will designate an *Information Security Liaison* (ISL) to be the primary point of contact responsible for department compliance with the City's *Information Security Policies* and coordination with the Dept. of IT. The *Information Security Liaison* should be a senior IT staff member or unclassified manager. The City's Chief *Information Security Officer* will manage the ISL program and provide information and training pertinent to the position to assist in protecting City IT assets.
- 4.2.6. Each department will review their own security practices at least annually for conformance with this policy and compliance with the *Information Security Standards and Guidelines*.
- 4.2.7. All department and City *Computer Systems* privileges must be promptly terminated at the time a *User* leaves City employment or ceases to provide services to or receive services from the department or the City. Such termination of access to City *Computer Systems* includes revocation of the assigned *User ID* and must occur as soon as possible and, in any case, no more than three (3) business days, after access is no longer required. All files held in the *User's* home directory, as applicable, will be held for 90 days for their supervisor or designee to review and will then be deleted. All City records shall be retained in accordance with the department's approved Records Disposition Schedule or the Citywide General Records Disposition Schedule
- 4.2.8. Records reflecting the *Computer Systems* on which *Users* have accounts must be kept up-to-date and reviewed periodically, at least annually, by the respective Department Head or designee, so *Computer Systems* access privileges may be expeditiously revoked on short notice, if the need arises.
- 4.2.9. To provide evidence for investigation, prosecution or disciplinary actions, relevant *Computer Systems* information should be immediately captured and preserved whenever it is suspected that a computer *Breach*, crime or abuse has taken place. The relevant information must be securely stored offline until such time as legal counsel determines the City will no longer need the information. The information to be immediately collected shall include the current system status and backup copies of all potentially involved files. The *Information Security Liaison* or *User* who discovers the suspected *Breach*, crime or abuse should report such to the Dept. of IT, Chief *Information Security Officer* who will take action to preserve the relevant information.

CITY OF SAN DIEGO  
ADMINISTRATIVE REGULATION

SUBJECT	Number	Issue	Page
	90.63	2	8 of 12
INFORMATION SECURITY POLICY	Effective Date May 5, 2017		

- 4.2.10. To ensure a quick, effective, and orderly response to *information security* incidents, the *Information Security* Committee will identify a “Cyber Security Incident Response Team” (CSIRT) comprised of IT staff to handle the reporting of and response to *information security* incidents. The reporting of incidents will be done according to the *Information Security Standards and Guidelines*.
- 4.2.11. All known vulnerabilities of the City’s *Computer Systems*, in addition to suspected or known violations, must be communicated in an expeditious and confidential manner to the Dept. of IT, the Chief *Information Security* Officer, the IT Service Provider, and any others designated by the Dept. of IT.
- 4.2.12. Except as specifically provided for in this policy, other *Information Security Policies* and procedures or otherwise provided by law, reporting *information security* violations, problems or vulnerabilities to any person outside the City, except to an appropriate government or law enforcement agency, without the prior written approval of the Dept. of IT, is strictly prohibited.
- 4.2.13. Criticality levels will be assigned to each business application to reflect the potential impacts resulting from a *Breach*, data corruption or denial of service. No less than once every two years, the Dept. of IT will conduct a rating survey to inventory and assign criticality levels to City applications. Each Department Director or their designee will assign criticality levels and data elements based on criteria established by the *Information Security* Committee. The Dept. of IT will maintain a master list of all inventoried applications and assigned ratings.

4.3. *User Policy*

- 4.3.1. *Users* must be responsible in their use of City *Computer Equipment*, and *Network Services*. Any action that may cause interference with City *Computer Systems* exposes the City’s *Computer Systems* to risk or adversely impacts the work of others in using these *Computer Systems* is prohibited.
- 4.3.2. Employees may be disciplined in accordance with standard City procedures for improperly using or knowingly allowing the improper use of the City’s *Computer Equipment*, *Network Services*, or *Email* system as stated in this regulation. Abuse of the City’s *Computer Systems* may result in disciplinary action, up to and including termination and criminal prosecution if deemed appropriate.
- 4.3.3. Employees should cooperate fully with all investigations, regarding the abuse of the City’s *Network Services*, *Computer Equipment*, *Computer Systems*, and the *Internet*.
- 4.3.4. Every end *User* must have a single unique *User ID* and a personal password which must be kept confidential and not shared with anyone else. This *User ID* and

CITY OF SAN DIEGO  
ADMINISTRATIVE REGULATION

SUBJECT	Number 90.63	Issue 2	Page 9 of 12
	Effective Date May 5, 2017		
INFORMATION SECURITY POLICY			

password will be required for access to all multi-user *Computer Equipment* and *Network Services*. *User* passwords must comply with the *Information Security Standards and Guidelines*.

- 4.3.6. *Users* accessing *City Computer Systems* are prohibited from gaining unauthorized access to any other non-City *computer systems* or in any way damaging, altering or disrupting the operations of those systems. *Users* are also prohibited from capturing or otherwise obtaining passwords, encryption keys, or any other access control mechanism which could permit unauthorized access.
- 4.3.7. Employees who use *City Computer Systems*, *Computer Equipment*, *Network Services*, or the City's *Email* shall sign an *Information Security Policy Acknowledgement Form* which states that the employee agrees to comply with the terms of this Administrative Regulation.

4.4. System Manager/Administrator Policy

- 4.4.1. Every multi-user system must include sufficient automated tools to assist *System Managers* in verifying the security status of the *Computer Equipment* and *Computer Systems*. These tools must include mechanisms for automated notifications to be sent to *System Managers* and for the correction of security problems.
- 4.4.2. Whenever a *City Computer System* has been *Breached* by an unauthorized party, or there is a reasonable suspicion of a *Breach* or other system compromise, *System Managers* must immediately change the password on the involved system and any other systems at risk from the *Breached* account. Under either of these circumstances, all recent changes to *User* and system privileges must be reviewed for unauthorized modifications.
- 4.4.3. Production application systems which access financial or sensitive information must generate logs that show every addition, modification, and deletion to such information.
- 4.4.4. Mechanisms used to detect and record significant computer security events must be resistant to attacks. These attacks include attempts to deactivate, modify, or delete the logging software or the logs themselves
- 4.4.5. All *Computer Systems* and application logs must be maintained in an environment where they cannot readily be viewed by unauthorized persons. By definition, a person is unauthorized if he or she is not a member of the authorized network security group(s) which allow access to such logs.

CITY OF SAN DIEGO  
ADMINISTRATIVE REGULATION

SUBJECT	Number 90.63	Issue 2	Page 10 of 12
INFORMATION SECURITY POLICY	Effective Date May 5, 2017		

- 4.4.6. Logs of computer security related events must provide sufficient data to support comprehensive audits of the effectiveness of, and compliance with, security measures. Logs containing computer security related events must be retained in accordance with the applicable department's Records Disposition Schedules or the Citywide General Records Disposition Schedule. During this period, the logs must be secured so that they cannot be modified, and so that they can be read only by authorized persons. These logs are important for error correction, forensic auditing, security *Breach* recovery, and related efforts.
- 4.4.7. To allow proper remedial action, *System Managers* must, on a daily basis, review records reflecting security relevant events on multi-user machines/systems.
- 4.4.8. When a person who is authorized as a System Manager or System Administrator ceases to perform those functions, then such person's access to *City Computer Systems, Computer Equipment, Network Services*, and applications must be immediately revoked and system-level passwords to which he or she had access must be changed as soon as possible and, in any case, no more than twenty-four (24) hours after such System Manager or System Administrator ceases to perform those functions. In addition, such person's physical access to *City Computer Systems, Computer Equipment, and Network Services* must be restricted or revoked immediately, as appropriate.

5. RESPONSIBILITY

5.1. Mayor

- 5.1.1. The Mayor will establish regulations and procedures regarding the security and safeguarding of City data, *Computer Equipment, Computer Systems, and Network Services*.

5.2. Chief Information Officer

- 5.2.1. The Chief Information Officer has the responsibility to provide *Guidelines*, strategic direction, oversight, and coordination of citywide *Computer Systems*.

5.3. Chief *Information Security* Officer

- 5.3.1. The Chief *Information Security* Officer or designee will direct and manage the planning and supervision of all *Information Security* services for the City, including those provided by vendors/providers.

5.4. Strategic Technology Advisory Committee (STAC)

- 5.4.1. The Strategic Technology Advisory Committee (STAC) or other IT governing

CITY OF SAN DIEGO  
ADMINISTRATIVE REGULATION

SUBJECT	Number 90.63	Issue 2	Page 11 of 12
	Effective Date May 5, 2017		
INFORMATION SECURITY POLICY			

body as assigned by the City Chief Operating Officer is responsible for approving *Information Security Standards and Guidelines*.

5.5. *Information Security Committee*

5.5.1. The *Information Security Committee* or other IT governing body as assigned by the STAC is responsible for reviewing departments' initial requests for exemptions from the *Information Security Standards and Guidelines* and recommending modifications to the City's existing *Information Security Standards and Guidelines*, as necessary

5.6. IT Services Provider(s)

5.6.1. The City's IT services provider(s) will be responsible for providing, operating, and maintaining the City's primary *Computer Systems*, and *Email* systems, *Network Services*, and *Internet* connectivity. The IT services provider is charged with the responsibility of protecting the City's *Network Services* and *Computer Systems* from intrusion from outside sources, including the management and maintenance of firewalls

5.7. Department Directors

5.7.1. Department Directors or their designees are responsible for approving requests for *User IDs* and *User Accounts* for *Email* and *Network Services*.

5.8. *Information Security Liaison*

5.8.1. The departmental *Information Security Liaison* is the primary point of contact responsible for department compliance with the City's *Information Security Policies*.

5.9. System Administrators and System Managers

5.9.1. *System Administrators* and *System Managers* are responsible for maintaining the security and integrity of City *Computer Systems* and *Network Services*, including duties related to creating, modifying, and deleting *User IDs* or *User Accounts*, and for maintaining the confidentiality of data contained on those systems in compliance with the City's *Information Security Policies*.

5.10. IT Asset Manager

5.10.1. The department IT Asset Manager is responsible for maintaining an accurate, up-to-date inventory of all departmental IT assets, including computer hardware and software.

CITY OF SAN DIEGO  
ADMINISTRATIVE REGULATION

SUBJECT	Number 90.63	Issue 2	Page 12 of 12
INFORMATION SECURITY POLICY	Effective Date May 5, 2017		

5.11. Supervisory Personnel

5.11.1. Supervisory Personnel are responsible for overseeing the employee's use of City *Computer Systems, Email systems, and Network Services.*

5.12. Every Individual is responsible for his/her actions and conduct in accessing or using the City's *Computer Systems, Network Services, and Email Systems.* Violation of the City's *Information Security Policies* or unauthorized or inappropriate use may result in disciplinary action.

APPENDIX

Legal References

San Diego Municipal Code, section 27.3564(b)  
Administrative Regulation 45.50 - Private Use of City Labor, Equipment, Materials, and Supplies Prohibited  
Administrative Regulation 90.20 - Office Telephones  
Administrative Regulation 90.62 - Information and Communications Technology Acceptable Use  
Administrative Regulation 90.64 - Protection of Sensitive Information and Data  
Administrative Regulation 90.65 - Broadcast Email and Voice Mail

Forms Involved

Employee Acknowledgement of IT Security Policy Overview  
Form IT-063 - Information Security Policy Acknowledgement

Subject Index

Computer Equipment, Security Computer Systems, Security  
Electronic Mail, Security Email, Security  
Internet, Security  
Network Services, Security  
Security – Information Technology

Distribution

All Departments (Mayoral and Non-Mayoral)

Administering Department

Department of IT

**Information Security Policy Acknowledgement Form – City Employees**

**Policy Summary** (pertinent excerpts from Administrative Regulation 90.63):

4.1.2. All computer files developed, created or enhanced within the scope and course of City employment, or a City third-party contractual relationship, are the property of the City of San Diego, regardless of their physical location or the form in which they are maintained. These include, but are not limited to, computer data files, documents, databases, spreadsheets, calendar entries, appointments, tasks, and notes which reside on any City Computer Systems or Computer Equipment, or the Computer Equipment of a contractor performing work for or on behalf of the City.

a. The City reserves the right to access and disclose as required or permitted by law, and as defined in the approved Information Security Standards and Guidelines, all messages and other electronic data sent over its Email systems or stored in computer files on City Computer Equipment. City-related computer files stored on non-City or personal computers must be provided upon the City’s request in City standard formats.

4.1.4. Authorized access to City Computer Systems and Network Services shall be at the minimum level required for the Individual to perform and complete their assigned duties, and not at a level that allows access to information beyond the scope of that Individual’s assigned duties.

4.1.5. Each Computer System or Network Services User ID must uniquely identify only one User. Generic, shared, or group User IDs are not permitted. [...] Network security groups may be used to combine Users access rights. Approved group Email accounts may be shared by multiple Users who each have unique User IDs.

4.3.1. Users must be responsible in their use of City Computer Equipment, and Network Services. Any action that may cause interference with City Computer Systems, exposes the City’s Computer Systems to risk or adversely impacts the work of others in using these Computer Systems is prohibited.

4.3.2. Employees may be disciplined in accordance with standard City procedures for improperly using or knowingly allowing the improper use of the City’s Computer Equipment, Network Services or Email system as stated in this regulation. Abuse of the City’s Computer Systems may result in disciplinary action, up to and including termination and criminal prosecution if deemed appropriate.

4.3.4. Every end User must have a single unique User ID and a personal password which must be kept confidential and not shared with anyone else. This User ID and password will be required for access to all multi-user Computer Equipment and Network Services. User passwords must comply with the Information Security Standards and Guidelines.

4.3.5. Users accessing City Computer Systems are prohibited from gaining unauthorized access to any other non-City Computer Systems or in any way damaging, altering or disrupting the operations of those systems. Users are also prohibited from capturing or otherwise obtaining passwords, encryption keys, or any other access control mechanism which could permit unauthorized access.

**Employee/Supervisor Acknowledgement**

By signing below, the employee acknowledges that he or she has been advised of the City’s policies related to Information Security as provided in Administrative Regulation 90.63 (“Information Security Policy”), which has been discussed with his or her supervisor, and further acknowledges that he or she understands and agrees to comply with the provisions of the policy. Employee understands that this form will be kept as part of his or her departmental employee file, and that he or she may receive a copy, if requested. The supervisor acknowledges that he or she has discussed the policy (A.R. 90.63) with the employee named below and understands the supervisor’s obligations regarding Information Security under this policy.

\_\_\_\_\_  
Employee’s Name (Print Legibly)

\_\_\_\_\_  
Employee’s Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Supervisor’s Name (Print Legibly)

\_\_\_\_\_  
Supervisor’s Signature

\_\_\_\_\_  
Date Signed



CITY OF SAN DIEGO  
ADMINISTRATIVE REGULATION

SUBJECT	Number 90.64	Issue 2	Page 1 of 8
PROTECTION OF SENSITIVE INFORMATION AND DATA	Effective Date May 5, 2017		

1. PURPOSE

- 1.1. To establish a policy to ensure the confidentiality and protection of *Sensitive Information* against unauthorized use; to establish procedures to control access to *Sensitive Information* so that it is only accessible by *Authorized Persons*; and to establish safeguards to ensure the appropriate use of *Sensitive Information* by *Authorized Persons*.
- 1.2. To define responsibility and procedures for granting *Authorized Persons* access to *Sensitive Information*.
- 1.3. To define processes by which access to *Sensitive Information* is administered and to develop control points in compliance with City policy.

2. SCOPE

- 2.1. This policy applies to all City employees in all City departments, including independent departments as authorized by the signing authorities below; and to City volunteers, contractors, vendors, and other individuals granted access to *Sensitive Information* under the City's control by the nature of their support or service functions.
- 2.2. This policy and procedures apply to all Sensitive Information created, owned, stored, managed or under the control of the City of San Diego, regardless of the media which contains the Sensitive Information, including but not limited to paper, microfilm, microfiche or any analog or digital format.
- 2.3. Nothing in this Administrative Regulation supersedes any stricter requirement(s) set by other authorities (i.e., local, state, and/or federal laws, rules or regulations), such as obtaining or retaining employment in a law enforcement agency; nor does this Administrative Regulation supersede any applicable, stricter rules, regulations or policies that affect access to or use of *Sensitive Information*. In such cases, the department head must ensure implementation or application of any such superseding rules, regulations or policies include adequately strong internal controls over *Sensitive Information*.

(Supersedes Administrative Regulation 90.64, Issue 1, effective July 1, 2009)

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Authorized

(Signature on File)

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CHIEF OPERATING OFFICER

CITY OF SAN DIEGO  
ADMINISTRATIVE REGULATION

SUBJECT	Number 90.64	Issue 2	Page 2 of 8
PROTECTION OF SENSITIVE INFORMATION AND DATA	Effective Date May 5, 2017		

3. DEFINITIONS

- 3.1. Appointing Authority - An unclassified, management-level position designated by the department head or higher who has the authority to grant permission for an employee or individual to be authorized for access to *Sensitive Information*.
- 3.2. Authorized Person - An employee or other individual who is granted permission to access or use *Sensitive Information* by an *Appointing Authority*, as approved by the *Information/Data Owner*, at the type and the *Level of Access* to the specific information required for the performance of his or her job duties.
- 3.3. Authorization Acknowledgment Form - The City's official form used to request and authorize an individual's access to or use of *Sensitive Information* (see Appendix). This form will be available on the City's Intranet site (CityNet) on the 'Forms' page.
- 3.4. Information/Data Owner - The department head or designee who is the primary recipient or manager of particular *Sensitive Information* or who has the responsibility to oversee the collection, maintenance or management of such information or data. There will only be one defined *Information/Data Owner* for any particular source of data; although other departments may collect and/or access the data. An *Information/Data Owner* may also be an *Appointing Authority*, as defined in Section 3.1 above.
- 3.5. Level of Access - The amount of *Sensitive Information* for which access is granted for any specific category or type of *Sensitive Information*, such as full access to all information related to a particular category or document, or limited access to only specific pieces of information (i.e., certain fields in a database) required for the performance of valid job duties.
- 3.6. Personal Identifying Information - Shall include information listed in California Penal Code Section 530.55(b), as amended (Sept. 2006), which reads, in pertinent part:
  - 3.6.1. Person - A natural *Person*, living or deceased, firm, association, organization, partnership, business trust, company, corporation, limited liability company, or public entity, or any other legal entity.
  - 3.6.2. Personal Identifying Information - Any name, address, telephone number, health insurance number, taxpayer identification number, school identification number, state or federal driver's license or identification number, social security number, professional or occupational number, mother's maiden name, demand deposit account number, savings account number, checking account number, PIN (personal identification number) or password, alien registration number, government passport number, date of birth, unique biometric data including fingerprint, facial scan identifiers, voiceprint, retina or iris image, or other unique physical representation, unique electronic data including information identification number assigned to the *Person*, address or routing code, telecommunication identifying

CITY OF SAN DIEGO  
ADMINISTRATIVE REGULATION

SUBJECT	Number	Issue	Page
	90.64	2	3 of 8
PROTECTION OF SENSITIVE INFORMATION AND DATA	Effective Date May 5, 2017		

information or access device, information contained in a birth or death certificate, credit card number of an individual *Person*, or an equivalent form of identification.

3.7. For the purpose of this policy, *Sensitive Information* shall mean:

3.7.1. *Personal Identifying Information* (as defined above), also including debit card number of an individual *Person*, and where home/personal address and telephone number are included and work/office address and telephone number are excluded (i.e., the City Directory is not considered *Sensitive Information*); and

3.7.2. Any information that is possessed by the City of San Diego which is not subject to the California Public Records Act (refer to Administrative Regulation 95.20), and which may be used for other than the intended purpose of such information, to cause harm to or otherwise jeopardize the City of San Diego or any individual, or used in violation of any local, state or federal law (for example the Health Insurance Portability and Accountability Act of 1996 (HIPAA)).

3.8. *Sensitive Information Custodian* - The *Person* who manages the physical or computer-based access to *Sensitive Information*; for example an office manager or records manager who controls access to locked file rooms/cabinets, or a computer systems administrator who manages the creation of user accounts and passwords to provide specific access to particular data. A *Sensitive Information Custodian* may also be an *Information/Data Owner*, as defined in Section 3.4. above.

3.9. *Type of Access* - Refers to Read Only, Write/Create, Edit/Modify, and Delete.

4. POLICY

4.1. *Sensitive Information* shall be maintained in a confidential manner and access restricted to only employees or individuals properly authorized by his or her *Appointing Authority* and approved by the *Information/Data Owner*, based on verified business needs to have access to such information and/or in compliance with specific legal requirements.

4.2. Contractors and vendors or other non-City employees who are authorized to access or use *Sensitive Information*, shall be required to enter into agreements stating that the individuals specified for this access and their employing Contractor/Vendor agree to be contractually bound by the terms and conditions of this policy, including personal liability, as part of their contract or agreement prior to being granted access to *Sensitive Information*.

4.3. Authorization to access or use *Sensitive Information* shall be based on a functional role (job duties) and not linked directly with a specific individual, such that when an *Authorized Person's* job duties no longer require access to or use of *Sensitive Information*, the ability to access or use such information shall be revoked. At no time shall a contractor's or vendor's access to *Sensitive Information* extend beyond the termination of the authorizing

CITY OF SAN DIEGO  
ADMINISTRATIVE REGULATION

SUBJECT	Number 90.64	Issue 2	Page 4 of 8
PROTECTION OF SENSITIVE INFORMATION AND DATA	Effective Date May 5, 2017		

contract, and such access shall be revoked as soon as the duties requiring access or use have ended, regardless of the end date of the contract.

- 4.4. The *Information/Data Owner* shall specify the type and the *Level of Access* that should be assigned to various functional roles that require access to the *Sensitive Information* based on an employee's or individual's job requirements.
- 4.5. *Authorized Persons* shall access or use *Sensitive Information* only for its intended purpose for which it was obtained and maintained by the City of San Diego. An employee or individual authorized to access or use *Sensitive Information* shall sign an *Authorization Acknowledgement Form* stating he or she has read, understands, and agrees to abide by this policy.
- 4.6. As a standard IT security measure, *Authorized Persons* shall not share their User ID and/or password with anyone else, and shall not have their User ID and/or password written down in any unsecured location (e.g., anywhere around their work location). "Generic" User IDs shall not be used for system access to *Sensitive Information*; each *Authorized Person* must use an assigned, unique User ID that is directly linked with the user's name. As a standard physical security measure, *Authorized Persons* shall not share their building or facility access key card or key(s) with anyone else, nor shall they allow access into secured areas by unauthorized *Persons*.
- 4.7. Violation of this policy, either by unauthorized *Persons* accessing or attempting to access *Sensitive Information*, or by *Authorized Persons* accessing or using *Sensitive Information* for other than its intended purpose or beyond the scope of their duties, may result in disciplinary action, up to and including termination of employment, and also subject the violating individual(s) to personal liability without the option of City legal defense. In the case of contractors or vendors, violation of this policy will be considered a breach of contract and appropriate actions taken on that basis. If deemed necessary, information regarding employee, volunteer, contractor or vendor violation of this policy may be referred to the appropriate agency for any civil and/or criminal action, as applicable.
- 4.8. Appointing Authorities shall review the list of their employees, contractors or other individuals who they have designated as *Authorized Persons* with access to *Sensitive Information*, at least semi-annually, to ensure continued authorization is warranted and to update (add, delete or modify) the authorization list appropriately.
- 4.9. *Information/Data Owners* shall verify and document semi-annually that the Appointing Authorities performed a thorough review of authorized users in compliance with this policy (Section 4.8.), by comparing the *Appointing Authority's* report with a list of individuals currently authorized to access the *Sensitive Information* over which the Information/Data Owner has control and authority. For internal control purposes, to maintain segregation of duties, this verification must be performed by someone other than the *Appointing Authority* who submitted the semi-annual review of *Authorized Persons*. All discrepancies shall be reported back to the impacted *Appointing Authority* for

CITY OF SAN DIEGO  
ADMINISTRATIVE REGULATION

SUBJECT	Number 90.64	Issue 2	Page 5 of 8
PROTECTION OF SENSITIVE INFORMATION AND DATA	Effective Date May 5, 2017		

appropriate corrective action. *Information/Data Owners* shall retain records of such reviews and actions for the period of time set within the citywide or departmental Records Retention Schedule as approved by the City Clerk.

- 4.10. *Sensitive Information* stored in City computer systems shall be secured and maintained in accordance with applicable provisions of the Information Security Guidelines and Standards, as amended.
- 4.11. *Sensitive Information* stored in paper or other non-digital formats shall have appropriate physical security, and access to such information shall also comply with Administrative Regulation 95.10 for validating the identity of the individual requesting authorized access.
- 4.12. Upon the discovery of any breach of the protection of *Sensitive Information* through the accidental, inadvertent or purposeful release of such information to any unauthorized *Persons*, the *Person* discovering such breach should immediately notify the *Information/Data Owner* or their *Appointing Authority*, and, if the information was stored on City computer systems, also notify the Chief Information Security Officer in the Department of Information Technology.
  - 4.12.1. Depending on the nature and scope of such breach and release of information, additional notifications must comply with applicable state and federal regulations.
  - 4.12.2. The Information/Data Owner, in coordination with the Chief Information Security Officer from the Department of Information Technology (if applicable), should immediately take whatever steps are deemed necessary to stop any further breach of the protected information and to minimize any potential or actual losses or damages to the City of San Diego.

5. RESPONSIBILITY

5.1. Supervisor

- 5.1.1. When an employee's, volunteer's or contractor's job duties require access to or use of *Sensitive Information*, the immediate supervisor will complete an Authorization Acknowledgment Form. In addition, the supervisor must ensure that the proper system access/account request form and process is followed for the specific computer system where the *Authorized Person* needs access, specifying the nature of the job duties and the level and *Type of Access* or use requested. The supervisor will ensure the accuracy and completeness of information on the forms. After obtaining the employee's signature, the acknowledgement and request forms will be routed to the *Appointing Authority* for approval. Likewise, when an employee's, volunteer's or contractor's job duties change such that access to or use of *Sensitive Information* is no longer needed, the immediate supervisor will notify both the

CITY OF SAN DIEGO  
ADMINISTRATIVE REGULATION

SUBJECT	Number 90.64	Issue 2	Page 6 of 8
PROTECTION OF SENSITIVE INFORMATION AND DATA	Effective Date May 5, 2017		

Appointing Authority and the *Information/Data Owner*, as soon as possible (no more than five (5) business days).

- 5.2. *Authorized Person* (employee, volunteer, contractor, vendor or other individual being authorized for access).
  - 5.2.1. Any *Person* being given access to *Sensitive Information* must sign the *Authorization Acknowledgement Form* stating he or she has read, understands, and agrees to comply with this policy for access or use and protection of such information. A copy of the final, approved form shall be kept in the employee's departmental personnel file, as the *Appointing Authority's* record; or for volunteers, on file with the department where assigned; or for a contractor, on file with the contract manager.
- 5.3. Department *Appointing Authority*
  - 5.3.1. The Department *Appointing Authority* having management control over the employee, volunteer, contractor Vendor or other individual seeking authorization to access *Sensitive Information*, shall review the *Authorization Acknowledgement* and system access/account request forms for appropriateness of the job functions for the type and *Level of Access* requested while considering appropriate segregation of duties, and ensure the forms are signed by both the individual and supervisor.
  - 5.3.2. The Department *Appointing Authority* will sign either approval or denial of the request, providing the reasons for any denial, and route the approved request form to the appropriate *Information/Data Owner(s)*, or route a denied form back to the supervisor. *Appointing Authorities* shall maintain a copy of all authorization forms they approve, including those for non-City employees (i.e., volunteers and contractors). Any changes reported in the job duties of *Authorized Persons* which require a change in the access to or use of *Sensitive Information* must be immediately communicated to the *Information/Data Owner* to initiate the appropriate change in access. The semi-annual reviews should take place in May and November each year. The *Appointing Authority* will submit documentation of each review to the *Information/Data Owner* and these records will be retained by the department for the period of time set by the citywide or departmental Records Retention Schedule as approved by the City Clerk.
- 5.4. *Information/Data Owner* (owner of the information, regardless of its format or mechanism of access, [i.e., computerized system, hard copy file, etc.])
  - 5.4.1. The *Information/Data Owner* for each different source of *Sensitive Information* covered by an approved access request form will review each request to ensure the type and *Level of Access* requested is appropriate for the job functions of the individual seeking access. Upon confirmation of the business need to have access

CITY OF SAN DIEGO  
ADMINISTRATIVE REGULATION

SUBJECT	Number 90.64	Issue 2	Page 7 of 8
PROTECTION OF SENSITIVE INFORMATION AND DATA	Effective Date May 5, 2017		

to *Sensitive Information*, the Information/Data Owner will sign approval to grant access, and may modify the type or *Level of Access* granted, as he or she deems necessary and appropriate, in consultation with the requesting *Appointing Authority*. The Information/Data Owner will initiate any further actions necessary to grant access to the *Authorized Person* (such as any computer system access processes). *Information/Data Owners* will maintain a list of individuals currently authorized access to their *Sensitive Information* and provide such list to the appropriate *Appointing Authority* for semi-annual review at the end of April and October each year

5.5. *Sensitive Information Custodian* (Administrator of the format and/or mechanism of access [i.e., computerized system or hard copy file] for the given information)

5.5.1. The *Authorized Person's* access to the identified *Sensitive Information* will be set up following the established procedures either in the IT Security Guidelines and Standards for access to electronic or digital data or following departmental internal controls for paper or physical records, based on the nature (media/format) of the *Sensitive Information*.

5.6. Department of Information Technology

5.6.1. Annually review this policy for any necessary updates or revisions, taking into account changes in City organization and IT systems. Maintain the list of *Information/Data Owners* and update it annually. Maintain the necessary correlation between this policy and other IT security policies and/or regulations. Ensure City third-party vendors who have access to this data comply with this and other IT security policies. The Department of Information Technology is also responsible for ensuring that the requirements of this policy are communicated to all employees at least annually, using citywide and/or departmental training or communication channels.

5.7. Purchasing & Contracting Department

5.7.1. Ensure that this policy is included as an Addendum to or within the Terms and Conditions of signed contracts or agreements, for all contracts and/or agreements that include a contractor's or vendor's need to access or use the City's *Sensitive Information*.

CITY OF SAN DIEGO  
ADMINISTRATIVE REGULATION

SUBJECT	Number	Issue	Page
	90.64	2	8 of 8
PROTECTION OF SENSITIVE INFORMATION AND DATA	Effective Date May 5, 2017		

APPENDIX

Legal References

Civil Service Rules and City Personnel Manual  
Civil Service Rules, Definitions (p.1), "Appointing Authority"  
Civil Service Rule XI, "Resignation, Removal, Suspension, Reduction in Compensation, Demotion"  
Personnel Manual, Index Code A-3, "Improper Use of City Resources"  
Personnel Manual, Index Code G-1, "Code of Ethics and Conduct"  
Administrative Regulation 45.50 - Private Use of City Labor, Materials, Equipment and Supplies Prohibited  
Administrative Regulation 90.63 - Information Security Policy  
Administrative Regulation 95.10 - Identification of City Employees and Controlled Access to City Facilities  
Administrative Regulation 95.20 - Public Records Act Requests and Civil Subpoenas;  
Procedures for Furnishing Documents and Recovering Costs  
Administrative Regulation 95.60 - Conflict of Interest and Employee Conduct  
IT Security Guidelines and Standards  
Employee Performance Plans, Ethics and Integrity Section  
Applicable California State Laws  
Applicable Federal Laws

Forms Involved

Form DoIT-010A, "*Sensitive Information* Authorization Acknowledgement-City Employees"  
Form DoIT-010B, "*Sensitive Information* Authorization Acknowledgement-City Volunteers"  
Form DoIT-010C, "*Sensitive Information* Authorization Acknowledgement-City Contractors/Vendors"

Subject Index

*Sensitive Information*  
Sensitive Data Information Security  
Protection of *Sensitive Information*

Distribution

All Departments (Mayoral and Non-Mayoral)

Administering Department

Department of Information Technology



CITY OF SAN DIEGO

Sensitive Information Authorization Acknowledgement Form- City Contractors/Vendors

Authorized Person (City Contractor/Vendor requesting authorized access to Sensitive Information):

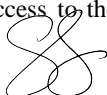
<i>Name (Printed)</i> <b>Soraya Saflicki</b>	<i>eMail Address</i> soraya.saflicki@atkinsglobal.com	<i>Network (AD) Login/User ID</i>
<i>Company/Organization</i> Atkins		<i>Contractor/Vendor Office Phone</i> 407-597-4060
<i>City Department (managing contract)</i> Performance & Analytics		<i>Contractor/Vendor Office FAX</i>
<i>City Contract Manager's Name (Printed)</i> Andrell Bower	<i>City Contract Manager's Phone</i> 619-233-4857	<i>City Contract Manager's Mail Sta.</i> MS8A

Policy Summary (pertinent excerpts from City Administrative Regulation 90.64):

- 4.1. Sensitive Information shall be maintained in a confidential manner and access restricted to only employees or individuals properly authorized by his or her Appointing Authority and approved by the Information/Data Owner, based on verified business needs to have access to such information and/or in compliance with specific legal requirements.
- 4.3. Authorization to access or use Sensitive Information shall be based on a functional role (job duties) and not linked directly with a specific individual, such that when an authorized person's job duties no longer require access to or use of Sensitive Information, the ability to access or use such information shall be revoked. At no time shall a contractor's or vendor's access to Sensitive Information extend beyond the termination of the authorizing contract, and such access shall be revoked as soon as the duties requiring access or use have ended, regardless of the end date of the contract.
- 4.5. Authorized Persons shall access or use Sensitive Information only for its intended purpose for which it was obtained and maintained by the City of San Diego. An employee or individual authorized to access or use Sensitive Information shall sign an Authorization Acknowledgement Form stating he or she has read, understands, and agrees to abide by this policy.
- 4.7. Violation of this policy, either by unauthorized persons accessing or attempting to access Sensitive Information, or by Authorized Persons accessing or using Sensitive Information for other than its intended purpose or beyond the scope of their duties, may result in disciplinary action, up to and including termination of employment, and also subject the violating individual(s) to personal liability without the option of City legal defense. In the case of contractors or vendors, violation of this policy will be considered a breach of contract and appropriate actions taken on that basis. If deemed necessary, information regarding employee, volunteer, contractor or vendor violation of this policy may be referred to the appropriate agency for any civil and/or criminal action, as applicable.

Acknowledgement

By signing below, the above City Contractor/Vendor acknowledges that he or she understands that the Terms and Conditions of the underlying City Contract contain the provisions of the full policy stated above, and he or she agrees to comply with such contract provisions. City Contractor/Vendor understands that this form will be kept on file with the underlying contract documents in the City Purchasing & Contracting Department, and that he or she may receive a copy, if requested. The City Contract Manager acknowledges that he or she has discussed the contract Terms and Conditions related to this policy with the above Contractor/Vendor and understands the supervisor's obligations regarding the Contractor's/Vendor's access to the City's Sensitive Information under this policy.

  
 \_\_\_\_\_  
 Contractor's/Vendor's Signature

07/25/2023  
 \_\_\_\_\_  
 Date Signed

  
 \_\_\_\_\_  
 City Contract Manager's Signature

09/11/2023  
 \_\_\_\_\_  
 Date Signed

**Confidentiality and Non-Disclosure Agreement**

THIS AGREEMENT (Agreement) is made by and between the City of San Diego, a municipal corporation (CITY) and Atkins North America a Florida [corporation/LLC] and each of its subsidiaries, affiliates or related entities (collectively referred to herein as “Contractor”).

Contractor and CITY wish to have discussions in which each party may be exposed to important business or technical information which is the property of the other party. The unauthorized use or disclosure of this information could harm the business of the owner of the information. For this reason, and in consideration of the mutual covenants contained in this Agreement and the mutual disclosure of confidential information to each other, the parties agree as follows:

**1. Confidential Information.**

(a) Confidential Information is information disclosed by the Disclosing Party (Disclosing Party) to the Receiving Party (Receiving Party) which is non-public, proprietary or confidential in nature, whether provided in writing, orally, visually, electronically or by other means. Confidential Information includes, but is not limited to the following: (i) know-how, trade secrets, tools, methods, methodologies, techniques, designs, specifications, computer source code, customer lists, customer information, marketing plans, personnel information, financial information, business strategies, and information relating to released or unreleased software, hardware or technology; (ii) information received by the Disclosing Party from third parties under confidential conditions which information is identified by the Disclosing Party as being subject to such conditions, and (iii) the Disclosing Party’s Trade Secrets. Trade Secrets means information which: (a) derives economic value, actual or potential, from not being generally known to, or readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and which is the subject of efforts that are reasonable under the circumstances to maintain its secrecy, or (b) is otherwise a Trade Secret as defined by California law. Confidential Information disclosed to the Receiving Party by any Disclosing Party subsidiary, affiliate, or agent is covered by this Agreement.

(b) Confidential Information does not include any information that: (i) is or subsequently becomes publicly available without the Receiving Party or its Representative’s (as defined below) breach of any obligation owed the Disclosing Party; (ii) became known to the Receiving Party prior to the Disclosing Party’s disclosure of such information to the Receiving Party; (iii) became known to the Receiving Party from a source other than the Disclosing Party or its affiliates or advisors other than by the breach of an obligation of confidentiality owed to the Disclosing Party; or (iv) is independently developed by the Receiving Party or its Representatives without violating any of their obligations under this Agreement. Notwithstanding anything herein, the obligations of confidentiality imposed by this Agreement do not apply to any Confidential Information which is required to be disclosed pursuant to operation of law or legal process, governmental regulation or court order. Nothing in this Agreement shall prohibit City from disclosing information that qualifies as a “public record” (as that term is defined in the California Public Records Act, codified in California Government Code sections 6250 through 6270) and which is not otherwise exempt from release under the provisions of the California Public Records Act.

## **2. Obligations.**

(a) The Parties shall each keep in confidence, and shall cause their respective Representatives to keep in confidence, all Confidential Information disclosed to either of them by the other and shall use such Confidential Information only for the mutually agreed upon objectives of the discussions between the Parties.

(b) Receiving Party shall exercise reasonable care to prevent the disclosure of Confidential Information to any third party, and in any event not less than the same precautions used by the Receiving Party to protect its own Confidential Information. Dissemination of Confidential Information shall be limited to the directors, officers, employees and advisors (including legal, accounting and financial advisors) of the Receiving Party (collectively, the "Representatives"), whose duties justify their need to know such information and then only on the basis of a clear understanding by these Representatives of their obligation to maintain the confidential status of the information and to restrict the use of the information solely to the use granted under this Agreement. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives.

(c) All Confidential Information, including all tangible embodiments, copies, reproductions and summaries thereof, and any other information and materials provided by the Disclosing Party to the Receiving Party, shall remain the sole and exclusive property of the Disclosing Party.

(d) Receiving Party shall immediately report to the Disclosing Party any attempt by the Receiving Party's Representatives to disclose any portion of the Confidential Information without authorization from the Disclosing Party, and shall cooperate with the Disclosing Party in every reasonable way to help the Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use.

(e) At the Disclosing Party's request, to the extent legally permissible, the Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information in the possession of the Receiving Party or its Representatives.

## **3. Duration.**

This Agreement shall survive for a period of three (3) years after the date hereof. For Confidential Information that constitutes a Trade Secret, the restrictions set forth in this Agreement shall continue in effect for so long as such information remains a Trade Secret. This Agreement shall inure to the benefit of and be binding upon the Parties, their successors, and assigns.

## **4. Miscellaneous.**

(a) This Agreement shall be construed and controlled by laws of the State of California without reference to the provisions governing conflict of laws. Any action or suit brought by the Parties relating to this Agreement shall be brought and conducted solely and exclusively in the State and federal courts having jurisdiction in the County of San Diego. BY EXECUTION OF THIS AGREEMENT, EACH PARTY HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE IN SUCH COURT, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.

(b) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement. It shall not be modified except by a written agreement dated after the date of this Agreement and signed by hand in ink by both Parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, but only by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(c) Subject to the limitations set forth in this Agreement, this Agreement shall inure to the benefit of and be binding upon the Parties, their successors and assigns.


(d) This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

IN WITNESS WHEREOF, this Agreement is executed by the Parties acting by and through their authorized officers.

**CONTRACTOR**

Atkins North America  
By:   
Name: Soraya Saflicki  
Title: Project Manager  
Date: 07/25/2023

**CITY**

City of San Diego  
By:   
Name: Claudia C. Abarca  
Title: Director, Purchasing & Contracting  
Date: September 5, 2023

Approved as to form this 25<sup>th</sup> day of September, 2023.

MARA W. ELLIOTT, City Attorney

By: 

Deputy City Attorney

Markecia Simmons  
Print Name

## Confidentiality and Non-Disclosure Agreement

During the term of that certain [Agreement/Cooperative Procurement Contract] dated as of July 25, 2023, between the City of San Diego, a municipal corporation (City) and Atkins North America, a Florida [corporation/LLC] (Contractor) for the provision of Citywide Data Governance [describe services] (Contract), City and Contractor (hereinafter each referred to individually as a “Party” and collectively as the “Parties”) may be exposed to important business or technical information which is the property of the other Party. The unauthorized use or disclosure of this information could harm the business of the owner of the information. For this reason, and in consideration of the mutual covenants contained in this Confidentiality and Non-Disclosure Agreement (Agreement) and the mutual disclosure of confidential information to each other, the Parties agree as follows:

### **1. Confidential Information.**

(a) Confidential Information is information disclosed by the Disclosing Party (Disclosing Party) to the Receiving Party (Receiving Party) which is non-public, proprietary or confidential in nature, whether provided in writing, orally, visually, electronically or by other means. Confidential Information includes, but is not limited to the following: (i) know-how, trade secrets, tools, methods, methodologies, techniques, designs, specifications, computer source code, customer lists, customer information, marketing plans, personnel information, financial information, business strategies, and information relating to released or unreleased software, hardware or technology; (ii) information received by the Disclosing Party from third parties under confidential conditions which information is identified by the Disclosing Party as being subject to such conditions, and (iii) the Disclosing Party’s Trade Secrets. Trade Secrets means information which: (a) derives economic value, actual or potential, from not being generally known to, or readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and which is the subject of efforts that are reasonable under the circumstances to maintain its secrecy, or (b) is otherwise a Trade Secret as defined by California law. Confidential Information disclosed to the Receiving Party by any Disclosing Party subsidiary, affiliate, or agent is covered by this Agreement.

(b) Confidential Information does not include any information that: (i) is or subsequently becomes publicly available without the Receiving Party or its Representative’s (as defined below) breach of any obligation owed the Disclosing Party; (ii) became known to the Receiving Party prior to the Disclosing Party’s disclosure of such information to the Receiving Party; (iii) became known to the Receiving Party from a source other than the Disclosing Party or its affiliates or advisors other than by the breach of an obligation of confidentiality owed to the Disclosing Party; or (iv) is independently developed by the Receiving Party or its Representatives without violating any of their obligations under this Agreement. Notwithstanding anything herein, the obligations of confidentiality imposed by this Agreement do not apply to any Confidential Information which is required to be disclosed pursuant to operation of law or legal process, governmental regulation or court order. Nothing in this Agreement shall prohibit City from disclosing information that qualifies as a “public record” (as that term is defined in the California Public Records Act, codified in California Government Code sections 6250 through 6270) and which is not otherwise exempt from release under the provisions of the California Public Records Act.

## **2. Obligations.**

(a) The Parties shall each keep in confidence, and shall cause their respective Representatives to keep in confidence, all Confidential Information disclosed to either of them by the other and shall use such Confidential Information only for the mutually agreed upon objectives of the discussions between the Parties.

(b) Receiving Party shall exercise reasonable care to prevent the disclosure of Confidential Information to any third party, and in any event not less than the same precautions used by the Receiving Party to protect its own Confidential Information. Dissemination of Confidential Information shall be limited to the directors, officers, employees and advisors (including legal, accounting and financial advisors) of the Receiving Party (collectively, the "Representatives"), whose duties justify their need to know such information and then only on the basis of a clear understanding by these Representatives of their obligation to maintain the confidential status of the information and to restrict the use of the information solely to the use granted under this Agreement. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives.

(c) All Confidential Information, including all tangible embodiments, copies, reproductions and summaries thereof, and any other information and materials provided by the Disclosing Party to the Receiving Party, shall remain the sole and exclusive property of the Disclosing Party.

(d) Receiving Party shall immediately report to the Disclosing Party any attempt by the Receiving Party's Representatives to disclose any portion of the Confidential Information without authorization from the Disclosing Party, and shall cooperate with the Disclosing Party in every reasonable way to help the Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use.

(e) At the Disclosing Party's request, to the extent legally permissible, the Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information in the possession of the Receiving Party or its Representatives.

## **3. Duration.**

This Agreement shall be effective as of the date that it is executed by the last Party to sign the Agreement, and approved by the City Attorney (Effective Date) and will survive for a period of three (3) years after the Effective Date. For Confidential Information that constitutes a Trade Secret, the restrictions set forth in this Agreement shall continue in effect for so long as such information remains a Trade Secret. This Agreement shall inure to the benefit of, and be binding upon, the Parties, their successors, and assigns.

## **4. Miscellaneous.**

(a) This Agreement shall be construed and controlled by laws of the State of California without reference to the provisions governing conflict of laws. Any action or suit brought by the Parties relating to this Agreement shall be brought and conducted solely and exclusively in the State and federal courts having jurisdiction in the County of San Diego. BY EXECUTION OF THIS AGREEMENT, EACH PARTY HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE IN SUCH COURT, AND WAIVES

ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.

(b) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement. It shall not be modified except by a written agreement dated after the date of this Agreement and signed by both Parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, but only by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(c) Subject to the limitations set forth in this Agreement, this Agreement shall inure to the benefit of and be binding upon the Parties, their successors and assigns.

(d) This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

IN WITNESS WHEREOF, this Agreement is executed by the Parties acting by and through their authorized officers.

**CONTRACTOR**

**CITY**

Atkins North America

City of San Diego

By: 

By: 

Name: Soraya Saflicki

Name: Claudia C. Abarca

Title: Project Manager

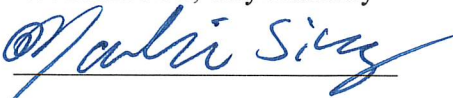
Title: Director, Purchasing & Contracting

Date: 07/25/2023

Date: September 5, 2023

Approved as to form this 25<sup>th</sup> day of September, 2023

MARA W. ELLIOTT, City Attorney

By:   
Deputy City Attorney

Markecia Simmons  
Print Name

**ATKINS**

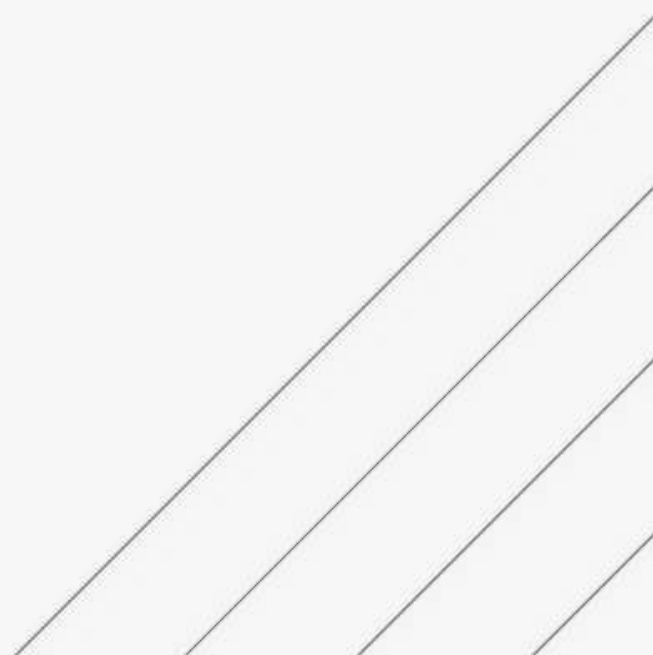
Member of the SNC-Lavalin Group

# City of San Diego

## Citywide Data Governance

10 March 2023

10089872-23-K





# Contents

Chapter	Page
<b>TAB A - Submission of Forms</b>	<b>3</b>
<b>TAB B – Response to Specifications</b>	<b>4</b>
1. <b>Executive Summary</b>	<b>5</b>
1. <b>Project Understanding</b>	<b>6</b>
1.1. Understanding of the Project	6
1.2. Response to RFP Scope of Work	7
1.3. Project Phases	9
1.4. Project Deliverables	11
2. <b>Staffing Plan</b>	<b>15</b>
2.1. Staff Qualifications	15
2.2. Staff Roles & Responsibilities	16
2.3. Staff Background & Security Check	17
2.4. Data Governance Services	17
3. <b>Capabilities, Services, &amp; Expertise</b>	<b>20</b>
3.1. Experience	20
3.2. References	20
<b>Exhibit 1 – Staff Resumes</b>	<b>24</b>
<b>TAB C – Cost Proposal</b>	<b>30</b>
<b>Tables</b>	
Table 2-1 - Roles & Responsibilities	17
Table 3-1 - Tasks	22
<b>Figures</b>	
Figure 1-1 - Educational one-page flyer on Data Governance	9
Figure 1-2 - Atkins Proprietary Data Governance Framework	13
Figure 2-1 - Atkins Data Governance Service Offerings	18

# TAB A - Submission of Forms

Tab A – Submission of Forms includes the following required forms:

1. Signed Signature Page
2. Proposers RFP Exceptions – Atkins have no requested exceptions to the RFP.
3. Contractor Standards Pledge of Compliance Form
4. Equal Opportunity Contracting Form
5. Additional Information per Exhibit B

The forms listed here are inserted after this page (TAB-A- Submissions of Forms)



**REQUEST FOR PROPOSAL (RFP) CITYWIDE DATA GOVERNANCE**

**ADDENDUM B**

**Solicitation Number:** 10089872-23-K

**Solicitation Issue Date:** February 1, 2023

**Questions and Comments Due:** February 10, 2023 @ 5:00 p.m. PT

**Revised Proposal Due Date and Time (Closing Date):** **March 10, 2023 @ 2:00 p.m. PT**

**Contract Terms:** One (1) year from Effective Date, with one (1) additional six (6) month option to renew as defined in Article I, Section 1.2 of the City's General Contract Terms and Provisions

**City Contact:** Kristine Kallek, Senior Procurement Contracting Officer  
1200 Third Avenue, Suite 200  
San Diego, California 92101  
[kkallek@sandiego.gov](mailto:kkallek@sandiego.gov)

**Submissions:** Proposer is required to provide two (2) originals\*, and one (1) electronic copy (e.g. thumb drive, or CD) of their response as described herein.

Completed and signed RFP Contract Signature Page is required, with most recent addendum listed as acknowledgement of all addenda issued.

**Note: Emailed submissions will not be accepted. Due to COVID-19, electronic copies submitted through PlanetBids will be accepted. Instructions for electronic submissions are provided as an attachment in PlanetBids.**

**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:**

REQUEST FOR PROPOSAL (RFP) CITYWIDE DATA GOVERNANCE  
 Solicitation Number 10089872-23-K

**B. BIDDER/PROPOSER INFORMATION:**

Atkins North America			
Legal Name	San Diego	DBA	92130
11452 El Camino Real, Suite 120	City	CA	Zip
Street Address	(858) 874-1810	(858) 259-0741	
Kenneth P. Hawkins	Phone	Fax	
Contact Person, Title			

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.

Kenneth P. Hawkins	VP. West Sector Manager
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Project director	
Interest in the transaction	

Soraya Saflicki	Project Manager
Name	Title/Position
Orlando, FL	
City and State of Residence	Employer (if different than Bidder/Proposer)
Proposed project manager for this effort	
Interest in the transaction	

John Pregler	Management Solutions Consultant
Name	Title/Position
Dubuque, Iowa	
City and State of Residence	Employer (if different than Bidder/Proposer)
Consultant and data governance SME	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

**C. OWNERSHIP AND NAME CHANGES:**

1. In the past five ten (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: 02/29/1960 State of incorporation: Florida

List corporation's current officers: President: George L. Nash, Jr.  
 Vice Pres: \_\_\_\_\_  
 Secretary: C. Ernest Edgar, IV  
 Treasurer: Susan C. Reinhardt

Type of corporation: C  Subchapter S

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

If **Yes**, after what date: September 21, 1998

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: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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.: B1986014281 Year Issued: 2022

**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: Ohio Department of Transportation

Contact Name and Phone Number: Ian Kidner, 614-752-5743

Contact Email: ian.kidner@dot.ohio.gov

Address: 1980 W. Broad Street, Columbus, OH 43223

Contract Date: January 7, 2019

Contract Amount: \$ 2,500,000.00

Requirements of Contract: Data Governance program implementation

Company Name: Florida Turnpike Enterprise

Contact Name and Phone Number: : Nicola Liquori, Executive Director and CEO, 407-264-3882

Contact Email: Nicola.Liquori@dot.state.fl.us

Address: Milepost 263 Turkey Lake Service Plaza Bldg. 5315 Ocoee, FL. 34761

Contract Date: August 29, 2022

Contract Amount: \$ 89,000.00

Requirements of Contract: Data Governance maturity assessment

Company Name: City and County of Denver Department of Transportation and Infrastructure

Contact Name and Phone Number: Adam J. Phipps, P.E. - Executive Director p: (720) 865.3044

Contact Email: Adam.Phipps@denvergov.org

Address: 201 W. Colfax Ave., Dept. 506 Denver, CO 80202

Contract Date: February 12, 2018

Contract Amount: \$ 7,500,000.00

Requirements of Contract: Bond Program and Department Process Refinement and Governance Including project lifecycle workflow development

**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.**

**Kenneth P. Hawkins**



**03/09/2023**

Name and Title

Signature

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.

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.

**Kenneth P. Hawkins**

Print Name, Title



Signature

**03/09/2023**

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 minority 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:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: Atkins North America

Certified By Kenneth P. Hawkins, PE Title VP, West Sector Manager

  
 \_\_\_\_\_  
 Name  
 \_\_\_\_\_  
 Signature

Date 03/09/2023

**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: Atkins North America, Inc.

ADA/DBA: SNC-Lavalin

Address (Corporate Headquarters, where applicable): 4030 West Boy Scout Boulevard

City: Tampa County: Hillsborough State: Florida Zip: 33607

Telephone Number: 813-282-7275 Fax Number: 813-282-9767

Name of Company CEO: George L. Nash, Jr.

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

Address: 11452 El Camino Real

City: San Diego County: San Diego State: California Zip: 92130

Telephone Number: 858-874-1810 Fax Number: 858-259-0741 Email: lara.makinen@atkinsglobal.com

Type of Business: professional consultant - AEC Type of License: business license as a consultant

The Company has appointed: Lara J. Makinen

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: 4600 South Ulster Street, Denver, Colorado 80237

Telephone Number: 303-221-7275 Fax Number: 303-221-7276 Email: lara.makinen@atkinsglobal.com

- 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 Atkins North America, Inc.  
(Firm Name)

San Diego, California hereby certify that information provided  
(County) (State)

herein is true and correct. This document was executed on this 14th day of February, 2023

Lara J. Makinen, SHRM-CP  
, PHR

Digitally signed by Lara J. Makinen, SHRM-CP, PHR  
DN: cn=Lara J. Makinen, o=Atkins North America, Inc., ou=Human Resources Manager, cn=Lara J. Makinen, SHRM-CP, email=C.lara.makinen@atkinsglobal.com  
Reason: I am the author of this document  
Location: Denver, CO  
Date: 2023.02.14 14:01:20-0700  
Firm PDF Editor Version: 12.1.0

Lara J. Makinen

(Authorized Signature)

(Print Authorized Signature Name)

**WORK FORCE REPORT – Page 2**

NAME OF FIRM: Atkins North America, Inc.

DATE: 2/14/2023

OFFICE(S) or BRANCH(ES): San Diego office

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			1		1							2		
Professional				1	1							6		
A&E, Science, Computer														
Technical			1											
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			2	1	2							8		
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<b>Grand Total All Employees</b>	<b>13</b>
----------------------------------	-----------

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

Disabled												1		
----------	--	--	--	--	--	--	--	--	--	--	--	---	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

NAME OF FIRM: Atkins North America, Inc.

DATE: 2/14/2023

OFFICE(S) or BRANCH(ES): San Diego office

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														
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** 0

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 Report<sup>1</sup>. 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 county<sup>2</sup>. 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<sup>1,3</sup>. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.<sup>3</sup>

### TYPES OF WORK FORCE REPORTS:

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

- <sup>1</sup> One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- <sup>2</sup> Branch Work Force \*
- <sup>3</sup> 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.



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## 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**







**ADDITIONAL REMARKS SCHEDULE**

AGENCY MARSH USA, LLC.		NAMED INSURED Atkins North America, Inc. 4030 West Boy Scout Blvd., Ste 700 Tampa, FL 33607	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

Professional Liability:

Professional Liability placement was made by Marsh Canada. Marsh USA has only acted in the role of a consultant to the client with respect to the placement, which is indicated here for your convenience.



**ZURICH**<sup>®</sup>

## Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 0137575-08	10/15/2022	10/15/2023		18232000	<b>INCL</b>	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

### **Commercial Automobile Coverage Part**

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
  2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
  3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  2. At least 30 days prior to the effective date of:
    - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
  2. Negate the cancellation or non-renewal; or
  3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.





# Blanket Notification to Others of Cancellation or Non-Renewal

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. GLO 0137576-08

Effective Date: 10/15/2022

This endorsement applies to insurance provided under the:

## **Commercial General Liability Coverage Part**

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
  2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
  3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  2. At least 30 days prior to the effective date of:
    - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - b. Non-renewal, but not including conditional notice of renewal,unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
  2. Negate the cancellation or non-renewal; or
  3. Provide any additional insurance that would not have been provided in the absence of this endorsement.



D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

<b>SCHEDULE</b>	
The total number of days for mailing or delivering with respect to Paragraph <b>B.1.</b> of this endorsement is amended to indicate the following number of days:	10*
The total number of days for mailing or delivering with respect to Paragraph <b>B.2.</b> of this endorsement is amended to indicate the following number of days:	90**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.

**NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT**

This endorsement is used to add the following to Part Six of the policy.

**PART SIX  
CONDITIONS**

- A.** If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

<b>SCHEDULE</b>	
<b>Name and Address of Other Person(s) / Organization(s):</b>	<b>Number of Days Notice:</b>
ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE NOTICE OF CANCELLATION IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT	30

All other terms and conditions of this policy remain unchanged.

# Coverage Extension Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 0137575-08	10/15/2022	10/15/2023		18232000	<b>INCL</b>	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form  
Motor Carrier Coverage Form**

## **A. Amended Who Is An Insured**

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

## **B. Amendment – Supplementary Payments**

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.



### C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

### D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

### E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

#### Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
  - (1) Overdue lease or loan payments at the time of the "loss";
  - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (3) Security deposits not returned by the lessor;
  - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
  - (5) Carry-over balances from previous leases or loans.

### F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

### G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

### H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

#### Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
  - (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
  - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

#### I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

##### Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
  - (1) Personal property owned by an "insured"; and
  - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
  - (1) The reasonable cost to replace; or
  - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
  - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
  - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
  - (3) Paintings, statuary and other works of art.
  - (4) Contraband or property in the course of illegal transportation or trade.
  - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

#### J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

  - (a) Are the property of an "insured"; and
  - (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".



## **K. Airbag Coverage**

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

## **L. Two or More Deductibles**

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

## **M. Physical Damage – Comprehensive Coverage – Deductible**

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

## **N. Temporary Substitute Autos – Physical Damage**

1. The following is added to **Section I – Covered Autos**:

### **Temporary Substitute Autos – Physical Damage**

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
  2. Repair;
  3. Servicing;
  4. "Loss"; or
  5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

### **Temporary Substitute Autos – Physical Damage**

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

## **O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss**

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

#### **P. Waiver of Transfer Of Rights Of Recovery Against Others To Us**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

#### **Q. Employee Hired Autos – Physical Damage**

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### **R. Unintentional Failure to Disclose Hazards**

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

#### **S. Hired Auto – World Wide Coverage**

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

#### **T. Bodily Injury Redefined**

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.



#### **U. Expected Or Intended Injury**

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

##### **Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

#### **V. Physical Damage – Additional Temporary Transportation Expense Coverage**

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

##### **4. Coverage Extensions**

###### **a. Transportation Expenses**

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

#### **W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto**

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

#### **X. Return of Stolen Automobile**

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



# Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 0137576-08	10/15/2022	10/15/2023		18232000	<b>INCL</b>	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Named Insured:** SNC-LAVALIN ENGINEERS & CONSTRUCTORS, INC.

**Address (including ZIP Code):**

919 MILAM ST, STE 1000

HOUSTON, TX 77002-5386

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

**C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:**

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

**D. For the purposes of the coverage provided by this endorsement:**

**1. The following is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:**

**Primary and Noncontributory insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

**2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.**

**F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED THAT IS EXECUTED PRIOR TO THE ACCIDENT OR LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.



**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION OR SCHEDULED AND PREMIUM CHARGE.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective: 10/15/2022

Policy No. WC 0137577-08

Endorsement No. -

Insured: Atkins North America, Inc.

Premium \$ -

Insurance Company : Zurich American Insurance Company    Countersigned by \_\_\_\_\_

# AM Best Rating Services

## Zurich American Insurance Company

BestLink  AMB #: 002563 NAIC #: 16535 FEIN #: 364233459

### Administrative Office

1299 Zurich Way  
Schaumburg, Illinois 60196-1056

[United States](#)

Web: [www.zurichna.com](http://www.zurichna.com)

Phone: 800-382-2150

[View Additional Address Information](#)

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



AM Best Rating Unit: [AMB #: 050457 - Zurich Insurance Group Ltd](#)

View additional [news](#), [reports](#) and [products](#) for this company.

Based on AM Best's analysis, [050457 - Zurich Insurance Group Ltd](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

### Best's Credit Ratings

#### Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	October 21, 2022
Initial Rating Date:	June 30, 1922

#### Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.  
Financial Analyst: Thomas Keelan  
Director: Edin Imsirovic  
Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

#### Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Positive
Action:	Affirmed
Effective Date:	October 21, 2022
Initial Rating Date:	September 14, 2004

#### Disclosure Information

##### Disclosure Information Form

View AM Best's [Rating Disclosure Form](#)

##### Press Release

[AM Best Affirms Credit Ratings of Zurich Insurance Group Ltd and Its Main Rated Subsidiaries](#)  
October 21, 2022

View AM Best's [Rating Review Form](#)

#### Financial Size Category View Definition

Financial Size Category: XV (Greater than or Equal to USD 2.00 Billion)

u Denotes [Under Review Best's Rating](#)

### Rating History

AM Best has provided ratings & analysis on this company since 1922.

### Financial Strength Rating

Effective Date	Rating
October 21, 2022	A+
October 01, 2021	A+
October 02, 2020	A+
September 25, 2019	A+
September 19, 2018	A+
December 08, 2017	A+

### Long-Term Issuer Credit Rating

Effective Date	Rating
October 21, 2022	aa-
October 01, 2021	aa-
October 02, 2020	aa-
September 25, 2019	aa-
September 19, 2018	aa-
December 08, 2017	aa-

### Best's Credit & Financial Reports



[Best's Credit Report](#) - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: [050457 - Zurich Insurance Group Ltd.](#)



[Best's Credit Report - Archive](#) - reports which were released prior to the current Best's Credit Report.



[Best's Financial Report](#) - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.



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View additional [news, reports and products](#) for this company.

### Press Releases

<u>Date</u>	<u>Title</u>
Oct 21, 2022	<a href="#">AM Best Affirms Credit Ratings of Zurich Insurance Group Ltd and Its Main Rated Subsidiaries</a>
Oct 01, 2021	<a href="#">AM Best Revises Issuer Credit Rating Outlook to Positive for Zurich Insurance Group Ltd and Its Main Rated Subsidiaries</a>
Oct 02, 2020	<a href="#">AM Best Affirms Credit Ratings of Zurich Insurance Group Ltd and Its Main Rated Subsidiaries</a>
Sep 25, 2019	<a href="#">AM Best Affirms Credit Ratings of Zurich Insurance Group Ltd and Its Main Rated Subsidiaries</a>
Sep 19, 2018	<a href="#">A.M. Best Affirms Credit Ratings of Zurich Insurance Group Ltd and its Main Rated Subsidiaries</a>
Dec 08, 2017	<a href="#">A.M. Best Revises Outlooks to Stable for Zurich Insurance Group Ltd and Its Main Rated Subsidiaries</a>
Dec 01, 2016	<a href="#">A.M. Best Affirms Credit Ratings of Zurich Insurance Company Limited and Its Main Rated Affiliates</a>
Apr 05, 2016	<a href="#">A.M. Best Removes from Under Review and Upgrades Ratings of Rural Community Insurance Company</a>

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# TAB B – Response to Specifications

Tab B – Response to Specifications include the following sections:

Section 1 - Executive Summary

Section 2 - Project Understanding

Section 3 - Project Staffing

Section 4 - Capabilities, Services, & Expertise

Exhibit 1 – Staff Resumes



# 1. Executive Summary

March 10, 2023

Kristine Kallek, Senior Procurement  
Contracting Officer  
1200 Third Avenue, Suite 200  
San Diego, California 92101  
kkallek@sandiego.gov

## **RE: Citywide Data Governance**

Atkins is pleased to submit this proposal for Citywide Data Governance to the City of San Diego.

Atkins understands the City seeks a consultant who will be expected to assess, develop, and implement a centralized data governance model that addresses the City of San Diego's specific needs while creating a centralized data management strategy that is tailored to the City.

Atkins is a multi-disciplined engineering, planning, project management, and technical consulting services company with areas of expertise in transportation, sewer and water, environmental, finance, capital planning, administration, and infrastructure management at the municipal, county, state, and federal levels. Atkins has been helping public sector agencies across the U.S. with understanding their data needs and connecting best practices in data management to enable enterprise decision support systems through better data governance. Our data governance expertise is complemented by expertise in designing and delivering decision support tools and data warehouse that allow for greater data visualization. We have a proven record of technology services in the San Diego region including over 10 years of transformational programs for both San Diego Association of Governments and the San Diego Regional Airport Authority.

Atkins will bring our experience and expertise in data governance to developing the City's Administrative Regulation and data governance operating framework with consideration to organizational change management and communication engagement planning. Atkins has experienced professional staff available for this contract for data governance focused services.

We appreciate the opportunity to submit this proposal. Atkins is committed to perform this work within the City's timeframe and looks forward to the opportunity to serve the City of San Diego. Atkins' main point of contact, Ken P. Hawkins, Vice President/Sector Manager, can be contacted at our office which has a physical and mailing address of 11452 El Camino Real, Suite 120, San Diego, California 92130, or an email address of [ken.hawkins@atkinsglobal.com](mailto:ken.hawkins@atkinsglobal.com).

Sincerely,



Kenneth P. Hawkins, P.E.  
*Vice President, Sector Manager*  
Atkins | U.S. Engineering Services

# 1. Project Understanding

The purpose of this project is to develop a centralized data governance model (also referred to as framework) that addresses the City’s specific needs and creates a centralized data management strategy based on that model. The strategy will clarify the roles and responsibilities of the City’s data management entities with a focus on people, processes, and information technologies and will include implementation and training plans.

## 1.1. Understanding of the Project

The City recognizes data management practices are not guided by a formal citywide governance program. The City wishes to create a centralized data management strategy supported by a citywide data governance program to achieve consistent practices at all levels of data capture and data management in the City and among its partners. The City seeks to develop a strategy and a data governance framework, or model, customized to City needs based on industry best-practices with consideration for the City’s current people, processes, and information technologies used in support of citywide decision making.

Atkins understands the City has laid out five overarching project goals to be achieved by the implementation of an enterprise-wide data governance framework tailored to the City. Project goals include:

***City Department cooperation and coordination increase, and key data management roles and responsibilities are defined.***

Atkins recognizes the state of data governance in most agencies today is practices under the umbrella of cooperative goodwill as an honor system absent clearly defined roles and responsibilities. Atkins will identify key data creators, data stewards, and data consumers throughout the enterprise by department, division, application, and/or data workflows and help the City establish clearly defined roles and responsibilities throughout the City.

***City data is catalogued and classified according to a standardized schema that is useful to all data management roles and meets all existing program requirements.***

Atkins will work with City data stewards and business units to create a data catalogue template with key systems’ metadata, or standardized data about your data systems (databases, applications, spreadsheets, data warehouses, etc.,) and will help the City catalogue critical data systems of record.

Metadata includes descriptive metadata, administrative metadata, security and privacy metadata, referential metadata, and statistical and structural metadata. A data catalogue may include name and location of data system, data steward, business unit system owner, data intent, data update frequency, access and privacy statements, etcetera.

***Sensitive data and information are appropriately protected, and access is controlled, including as required by Exhibits D and E (Administrative Regulations 90.63 and 90.64) of the Contract.***

Atkins will do a review of existing city, state, and federal standards and requirements related to securing personal and sensitive data, including Administrative Regulations 90.63 and 90.64. Atkins will incorporate metadata in the data catalogue that includes key security and privacy policy and standards that pertain to each data system. As part of the implementation and City training, Atkins will include specific discussions related to handling sensitive data. Atkins will also touch on City document classifications as part of our efforts to assess and make recommendations related to the Data Classifications deliverable defined in the RFP.

***Access to clean, reliable, non-sensitive data is promoted so City staff and policy makers can use it to inform decisions, evaluate performance, improve operations, and meet reporting requirements.***

Atkins defines data governance as a tailored framework of defined policy, processes, and procedures that align organizational business drivers with standard operating procedures and best management practices at the data capture, entry, and steward levels to ensure quality data in support of organizational decision making.

Data governance applied at the City's source data systems of record for key data elements commonly used across City data systems and integrated for reporting and decision making will become more efficient and instill greater confidence in the data used to make informed decisions.

***Business processes for common data-related activities are agreed upon, defined, and memorialized in City policy.***

Atkins will apply a tailored data governance framework that extends enterprise data governance policy and procedures to common enterprise-wide data-related activities. To ensure compliance of the policy at the data creator and data steward levels, Atkins will develop standard operating procedures (SOP) and best management practices (BMP) based on each data systems data lifecycle.

An oft overlooked component of data management is understanding your data's lifecycle. A data lifecycle includes planning for your data needs; the creation or capture of data and entry into one of the City's source data systems of record; ongoing maintenance and assimilation and integration of City data; usage and distribution of data for reports, dashboarding, or ad hoc analysis; and ensuring security and privacy of data and City systems and proper archiving and purging of enterprise data.

## 1.2. Response to RFP Scope of Work

Atkins exceeds the City's minimum project requirements for developing a data governance program that is based on a tailored data governance framework. Atkins believes our experience, approach, and defined data governance framework will help the City achieve a centralized data management strategy that clarifies roles and responsibilities of the City's data management entities with implementation and training plans.

Atkins' qualifications meeting the City's ten minimum requirements are discussed below.

***Experience working with a public agency of a similar size conducting a Data Governance readiness assessment.***

The Atkins resources assigned to this project have worked with a state DOT, a capital city metropolitan utility district, and turnpike authority over the last eight years assessing data management and data governance practices; developing tailored data governance programs based on the agencies existing people, processes, and information technologies; implementing the data governance program; and tailoring staff presentations and training.

Our team has conducted several data governance/management capability maturity surveys (readiness assessments) with questions right fitted to an organizations existing data management process and needs. The survey is one of two components – along with onsite interviews – Atkins will use to assess the current state and future needs of the City. The survey also establishes a benchmark and baseline to measure growth and effectiveness of your data governance initiatives.

***Knowledge of various data governance models that pertain to the same scope of work provided in this RFP.***

The Atkins resources assigned to this project have conducted extensive research over the last eight years regarding data governance models, technologies, policies, and needs. As part of our work with the Ohio DOT, Atkins (operating under our subsidiary DTS,) did extensive research into data governance frameworks and models used within state agencies, municipalities, federal agencies, private sector, and non-profits while also assessing numerous whitepapers and reports by organizations and firms including Gardner and Deloitte.

Atkins has developed a data governance framework that incorporates an organizations business drivers (data needs) with its data governance policies and procedures, defining organizational roles and responsibilities and accommodating organizational change management, and extending those policies and procedures the data system level through defining each datasets data lifecycle and developing specific SOPs and BMPs for data capture and data entry personnel that aligns with the overarching needs of your business drivers.

***Knowledge of applicable local, state, and federal laws, regulations, and policies related to the development of centralized data governance models and the creation of centralized data management strategies based on those models.***

Atkins works with municipal, state, and federal clients has given Atkins insight into the varying laws, regulations, policies, and best management practices related to centralized data governance strategies and models. Atkins review of applicable governance requirements will include, but not be limited to the following:

- City Administration Regulations 90.63 and 90.64
- California Public Records Act
- Bagley-Keene Open Meetings Act
- Freedom of Information Act
- Other state and federal laws as applicable
- ISO 27001 for managing information security
- Federal Trade Commission “Safeguard Rules” for handling personal and financial data
- PCI (Payment Card Industry) Security Standards
- U.S. Department of Commerce’s National Institute of Standards and Technology’s Information Technology Laboratory research and best management practices
- NERC Critical Infrastructure Protection best management practices
- SANS/CIS 20

***Examples of successful data governance models the contractor developed for other public agencies.***

The Atkins resources assigned to this project have developed and implemented a successful data governance model for the Ohio DOT. The model included the creation of a framework that showed the relationship between the DOT’s data needs and business drivers and the newly developed data governance program. The model ties the data governance program to the source data systems of record data lifecycles with roles and responsibilities defined at the strategic, tactical, operational, and support levels required to run a successful data governance program. The Ohio DOT Data Governance Model is represented by Figure 2-2 in section 2.4.

The Atkins team has recently finished a data governance readiness assessment for the Florida Turnpike Enterprise (FTE) that included a Data Governance Capability Maturity Survey. The team is currently in the process of developing a data governance model for the Madison (Wisconsin) Metropolitan Sewerage District that includes the establishment of a Data Governance Board. The board will oversee a Data Change Request Process for any desired additions, deletions, edits, or upgrades to existing or new enterprise applications and data warehouses.

***Experience developing implementation plans for new data governance programs.***

The Atkins team has experiencing developing and/or recommending implementation and training plans for new data governance programs tailored to an organization’s needs and structure. Even before data governance was formalized, Atkins was active in the development of data management implementation plans, including that which underpinned SANDAGs successful TransNet Program dashboard and enterprise reporting systems which were widely recognized in the industry for data quality and transparency.

***Knowledge of document and content management and understanding of records management best practices and requirements for public agencies.***

Atkins is keenly aware of the differences between data management, document (file) management, content management, records management, and knowledge management. Each has an appropriate place and role to play in a multi-faceted organization. Data governance is a mortar that allows each of these pieces to come together as you build your framework for information management. The Atkins team will draw upon our depth of staff in our Public Information group where data governance touches on public sector records management and public information request management and reporting.

***Knowledge of data security and understanding of best practices for classifying data and managing access to sensitive data.***

Atkins will help the City develop a Data Classification definition to be used to identify sensitive data and files, secure critical data, track regulatory or compliance data, discover trends, and identify duplicate or outdated data as part of the City’s risk mitigation and compliance efforts. Atkins will bring our experience in designing data warehouses that receive and store sensitive data to create proper data security policies and protocols that consider personally identifiable information (PII), intellectual property (IP), and other standards developed by organizations like the Payment Card Industry (PCI), or regulations like Administrative Regulations 90.63 and 90.64. Atkins data and system architects will assist the team in developing classifications and identifying best management practices and requirements related to managing and securing sensitive data.

**Knowledge of change management strategies.**

Atkins is familiar with the concepts of organizational change management (OCM) and has developed and implemented OCM plans that include the tools and workflows to implement the most critical part of an OCMP, the program Communication and Engagement Plan. Atkins certified change management expert, Lisa Schoenfelder, has practical experience with the Prosci® ADKAR methodology that focuses on building program awareness, desire, knowledge, ability, and reinforcement. Communication and engagement planning will be a key component to Atkins assessment, implementation, and training activities on this project.

Atkins developed a detailed Organizational Change Management Plan for the Ohio DOT that included a detailed Communication Engagement Plan (CEP) that identified consistent messaging and branding for the data governance-related changes about to occur based on a guiding principle and approach. The CEP outlined the communication and engagement strategies and toolsets developed and available to the DOT to use when communicating to different stakeholders about data governance.

**Experience developing training materials for public agency staff.**

Atkins has a wealth of experience developing training materials for public agency staff related to data governance, process workflows, application of use-case scenarios in software applications, organizational change management, and other focused training needs. Atkins has experience in developing informational one-pagers and BMP checklists, high-level training manuals, step-by-step workflow instructions, instructional videos and Internet sessions, and online training tools. Different training tools and agendas will be tailored to different City stakeholders as part of the overall organizational change management strategy. Figure 2-1 is an example of a one-page flyer for the Madison Metropolitan Sewerage District’s emerging data governance program.

**Experience reviewing and integrating with existing strategies and policies.**

The Atkins team has experience reviewing, updating, and/or integrating data governance with existing strategies and policies related to information technologies, data architecture, Atkins was responsible for updating the Ohio DOT’s Division of Information Technology’s Strategic Plan and aligning the updated plan with the developing data governance program, while ensuring both the plan update and the data governance program aligned with the state’s Department of Administration’s Office of Information Technologies established standards.



Figure 1-1 - Educational one-page flyer on Data Governance

**1.3. Project Phases**

Section 1.3 outlines the City’s phased approach to the project and includes Atkins narrative regarding activities to execute each phase with the six defined deliverables in the RFP outlined in section 2.4 as the end goal. All

reviews, assessments, and deliverables will be done in coordination and with the guidance and participation of the City's key data management authorities (City Clerk, Performance & Analytics, and Dept. of IT.)

**PHASE I**

1. Prepare, review, and discover
  - Draft project charter
  - Draft mission statement
  - Review existing inputs to be provided by the City, including but not limited to:
    - Administrative Regulations
    - City policies
    - San Diego Municipal Code
    - Process Narratives
    - Standard Operating Procedures
    - Informal data management organizational structure with roles and responsibilities
  - Conduct readiness assessment
    - Interviews with the three City data management authorities (City Clerk, Performance & Analytics, and Department of IT) and selected City Department data liaisons.
    - Benchmark City of San Diego management practices along the Maturity Model described in the Data Management Body of Knowledge
  - Identify external stakeholders
2. Identify data governance model
  - Recommend an appropriate structure based on City needs with roles and responsibilities defined

**Atkins Phase I Focus/Efforts/Deliverables:**

- 3-day onsite interviews and assessments conducted with the three data management authorities: City Clerk, Performance & Analytics, and the Department of Information Technology (IT.)
- Review all existing and proposed municipal, state, and federal regulations, codes, standard operating procedures, industry best management practices, or other content the City is obligated or wishes to comply with.
- Review existing Data Classifications with the lead data authorities and develop a standardized list and definitions for Data Classifications for recommendation to City staff.
- Develop and administer an online survey (using SurveyMonkey) to assess the current state, needs, and gaps in the City's current data management processes. This Data Governance Capability Maturity Survey will allow Atkins to establish current areas of strength and weakness in the City's data and information management efforts and identify gaps, or areas of opportunity, to develop a solid data governance model and framework.
- Research, review, and develop a tailored data governance framework that is right fitted for the needs of the City of San Diego. Atkins will present our findings to the City project team via Microsoft Teams and collaborate on identifying the right framework for the City.

**PHASE II**

1. Develop data governance strategy
  - Operating Framework that provides operational details for the data governance model, including governing bodies and organizational structure
  - Accountabilities that identify roles and responsibilities across the City and accountability mechanisms
  - Strategy must meet regulatory, security, and business requirements communicated by City Clerk, Performance & Analytics, and Department of IT

2. Develop and draft Administrative Regulation for City staff review and consideration that establishes the data governance strategy as a City policy, provides an overview of the data governance model, defines roles and responsibilities and complements existing regulations and policies.

**Atkins Phase II Focus/Efforts/Deliverables:**

- Develop a Data Governance Framework that includes a Data Governance Steering Committee, organizational structure, and defined roles and responsibilities as it relates to data and information management.
- Develop a draft for a City data governance Administrative Regulation that includes the above framework along with a proposed policy statement, defined roles and responsibilities, and aligns with existing regulations and policies.
- Phase II RFP-defined deliverables include recommendations for Administrative Regulation (AR,) Data Classification, and the Data Governance Operation Framework.

**PHASE III**

1. Develop an implementation plan that addresses change management and includes Goals and KPIs
2. Create a comprehensive City staff training plan that introduces data governance and data management essential concepts for each data management role defined in the data governance model
3. Conduct a kick-off meeting with Department liaisons to articulate the goals of data governance and introduce the strategy, operating framework, and implementation plan

**Atkins Phase III Focus/Efforts/Deliverables:**

- Establish key performance indicators for the implementation of the Data Governance Framework utilizing information from the Data Governance Capability Maturity survey.
- Develop an Organizational Change Management strategy and a Communication Engagement Plan that is tailored to the City and the needs of the project.
- Develop an implementation plan that incorporates organizational change management.
- Develop training materials for City staff that is tailored to each data management role defined under roles and responsibilities.
- Conduct onsite training with Department liaisons related to the City's data governance efforts.
- Phase III RFP-defined deliverables include an Implementation Plan, Kick-off Meeting with Departmental Liaisons, and City Staff Training with Materials.

**ADDITIONAL LABOR**

Atkins has provided additional labor pricing information in the pricing table under Tab C – Cost Proposal.

The resources provided in the pricing table are the same resources assigned to this project performing the same roles discussed under section 3. Project Staffing.

## 1.4. Project Deliverables

Atkins, working with assigned City data management liaisons from the City Clerk's office, Performance & Analytics, and the Department of Information Technology (IT), will develop and provide the following deliverables over the three phases of the project.

**Data Classifications**

Atkins will review the draft data classifications developed by combining existing classifications used by the City's data management authorities. As part of Atkins interviews and assessment efforts, and based on Atkins' experience with other clients, the need for additional and/or consolidated classifications will be assessed. Atkins will present to the City a written recommendation document that outlines the process for establishing the recommended classifications. Atkins will provide City time staff time to review the initial draft and provide comments and recommended edits for inclusion in the document. Atkins will update the draft document with comments and edits as part of the final deliverable. Phase one deliverable.

### **Administrative Regulations**

Atkins will develop and draft a written Administrative Regulation (A.R.) for City consideration that establishes the foundation for the City of San Diego's Data Governance Framework. Atkins will provide City staff with a written Administrative Regulation draft that complies with City A.R. No. 1.00, Issue 6 on Administrative Regulation and Department Instruction Preparation Procedures. The A.R. related to data governance will include the overall data governance strategy starting with a City policy related to data governance, and overview of the data governance model adopted and right fitted to the City, with clearly defined roles and responsibilities related to the City's data management authorities, the City Clerk, Performance & Analytics, and IT. Phase two deliverable.

### **Operating Framework**

Atkins will use its experience in researching and developing Data Governance Frameworks to right fit a tailored framework specific to the City of San Diego and existing people, processes, and technologies. Consideration between current state and future state will be assessed during phase one discovery interviews and the use of a data capability maturity survey. Atkins' Data Governance Model, which was developed over the last five-plus years, includes alignment of organizational people, processes, and technologies employed in data management efforts.

The people aspect of the framework focusses on program oversight, enablement, implementation, support, and enforcement at the strategic, tactical, operational, and support levels, taking into account organizational skillsets and capabilities. The process aspect of the framework focusses the three tiers of data governance: business drivers, policy/processes, and data lifecycle management. that deals with policy, process, and procedures that clearly align with organizational business drivers and information needs. Business drivers are datasets used for decision support within an organization. Business drivers define the specific nature and type of data and organization needs to satisfy and reporting or workflow requirement as part of your operations. Business drivers may be City, department, or divisional KPIs and critical success factors; regulatory reporting requirements to the state of federal government; business, project, and operational plans that are data driven; strategic, tactical, and operational reports and dashboards used in operation decision support; and organizational and partner data sharing. All data has a lifecycle. Data used to support decision making (spreadsheet, database, application, data warehouse, etc.) and aligned with business drivers require defined standard operating procedures (SOP) and best management practices (BMP) at the lifecycle level. These SOPs and BMPs are not the same as the policies, procedures, and standards that are addressed in the middle tier of the framework by enterprise policy and enterprise processes. The data lifecycle and the alignment of SOPs and BMPs with policy, process and procedure is often overlooked when developing an enterprise data governance program and is where data governance meets data planning, creation, maintenance, assimilation, use, distribution, and securing and archiving enterprise data.

Technology is a critical component to any data governance strategy. Support for enabling technologies must come from the strategic and tactical leadership levels and be employed and supported at the operational and support levels of the organization.



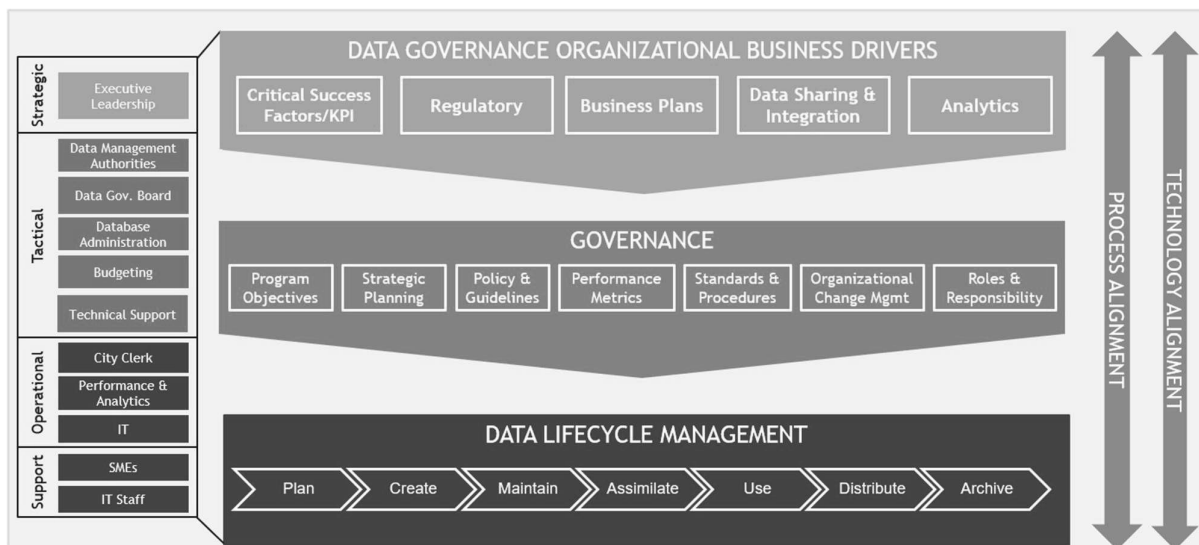


Figure 1-2 - Atkins Proprietary Data Governance Framework

The framework and resulting recommended policies, procedures, defined data lifecycles, and governance and management SOPs and BMPs will be guided by existing business drivers, policies and procedures, the current availability of resources in way of staff and skillsets, the current state of the quality of enterprise data, and existing processes and technologies used to manage data through its lifecycle. Phase two deliverable.

**Implementation Plan**

Atkins will deliver a detailed Implementation Plan to the City that describes all phases, milestones, and activities that will be necessary to achieve a functional Data Governance Framework. The plan will include elements of organizational change management and communication engagement planning to support the successful adoption of the new A.R. and resulting data governance framework and updated policies and procedures.

The Implementation Plan will build upon the City’s existing Departmental Record File Plans to establish a citywide data inventory, also known as a data catalogue. Data governance performance metrics, or KPIs, will be established in phase one as part of the data governance capability maturity survey, establishing a benchmark against which progress may be measured over time. Phase three deliverable.

**Kick-off Meeting with Department Liaisons**

Atkins will create materials and conduct onsite workshops with key City staff identified by Department Directors to fill the key data management roles defined in the data governance framework. Materials may include one-pagers defining data governance or outline best management practices; PowerPoint presentations, and recorded presentations that introduce the concepts of the City’s data governance strategy; the operational data governance framework; and the implementation plan and roadmap for City Departments to successfully implement and embrace the City’s new data governance program.

The onsite workshops will introduce City staff to key concepts of organizational change management and effective communication engagement planning, along with the many benefits of data governance. Phase three deliverable.

**City Staff Training Material**

Atkins will develop training materials in the form of PowerPoint presentations for each data governance role defined in the data governance framework. The material content will focus on each role’s responsibilities, best management practices as it relates to their role and data governance, how they engage with others within the data governance framework, and other essential information to all City staff to understand the data governance strategy, framework, benefits, and implementation plan. The materials will be delivered to each group at the onsite kick-off meeting with Department liaisons. Phase three deliverables.

**Additional Identified Project Deliverables**

Atkins will also address the following deliverables during phase one of the project:

1. Onsite Interviews & Readiness Assessment
2. Draft Charter
3. Draft Mission Statement
4. Identify External Stakeholders
5. Create and Conduct a Data Governance Capability Maturity Survey

## 2. Staffing Plan

The Atkins staff listed below have worked with several agencies to create and implement data governance programs. They have a deep understanding of data governance practices and have developed an approach that is scalable and can be tailored to fit an organization’s specific needs.

### 2.1. Staff Qualifications

Please see Exhibit 1 – Staff Resumes for copies of assigned staff’s resumes.

***John Pregler- Data Governance Lead / Senior Consultant***



Mr. Pregler is a Management Solutions Consultant and Vice President of Asset Management Solutions at Atkins with over 26 years of professional experience in administration, management, and business process consulting as well as asset management solution development, consultation, and implementation. He has conducted hundreds of asset management workshops and seminars in the United States and Canada and is a contributing author to several asset management publications. He has direct implementation experience with numerous governmental clients including departments of transportation, counties, municipalities, and special districts, and he has been engaged as a senior consultant on over 300 projects. Mr. Pregler understands the many challenges agencies face in making intelligent decisions supported by timely and accurate data and works with agencies to develop enterprise data governance programs.

***Soraya Saflicki- Project Manager / Senior Business Analyst***



Ms. Saflicki is a Senior Business Analyst at Atkins with over 18 years of experience, which primarily involves business process analysis, quality assurance, requirements gathering, software testing, process improvement, technical documentation, and end-user training. Ms. Saflicki is skilful in assessing requirements, determining priorities, analyzing courses of action, and adjusting for peak efficiency and optimization in fast-paced and dynamic environments. She has extensive experience in using Business Process Model and Notation (BPMN) standards to document organization interfaces, workflows and as-is/to-be workflows and business models. Her general responsibilities include overseeing business process change through people, processes, and technology, aligning business requirements with technical solutions, and creating test and user documentation for software development projects.

***Lisa Schoenfelder- Organizational Change Management Lead***



Ms. Schoenfelder is a Project Manager and Organizational Change Management expert for Atkins’ business unit Data Transfer Solutions. Ms. Schoenfelder has 34 years of experience in the technology industry encompassing both the public and private sectors with the majority in city and state organizations. Her acknowledged expertise saw her featured in ICMA’s “17 on 2017” providing her predictions on technology and innovation. In addition to her project management experience, she is recognized for her Change Management expertise and has developed multiple training programs at larger organizations with an emphasis on organizational change management.

***Mourad Bouhafis- Technical Lead***



Mr. Bouhafis is a Senior System Architect at Atkins with over 40 years of software engineering experience focused on risk analysis, financial risk modeling, system architecture, and data visualization. Mr. Bouhafis' technical experience includes designing, architecting, developing, and implementing various enterprise systems. Various tasks covered solution architecture design, database modeling and topology, system architecture, web services implementation and deployment, n-tier architecture framework design integrated in web-enabled solutions, big data analytics and data mining, optimization, and workflow algorithm development.

**Shiv Iyer- Quality Assurance Manager**



Mr. Iyer is a Technical Director and Asset Management and Digital Transformation Leader at Atkins with over 22 years of experience. Mr. Iyer distinguishes himself through a combination of a professional engineering skill set and a management sciences skill set. Mr. Iyer is involved with many international experts on panels, especially through his position as Vice Chair of the U.S. Technical Advisory Group (USTAG) to ISO Technical Committee 251 supporting the evolution of ISO 55000 standards for asset management.

**Susan Berkley- Public Information / Document Management SME**



Susan Berkley has 26 years of experience in public information, engagement, and outreach for state agencies and other public and private entities. She has organized, developed, and implemented public information and neighborhood outreach programs and campaigns; coordinated government briefings; organized presentations for local agencies, community organizations, and public groups; provided website and mobile app design and maintenance; and developed special newspaper advertisements, brochures, press releases, flyers, branding campaigns, media packets, and special events; and implemented innovative outreach tools such as virtual reality simulations.

**Others as Needed**

Atkins is a large multi-disciplined firm with a deep bench of qualified staff including consultants, business analysts, data analysts, and technical architects to augment any staffing needs or required skillsets that may arise during the project engagement from which the Atkins project team may draw upon. Atkins’ staffing depth includes:

- Management Solutions Consultants
- Business Analysts
- Public Information Document Management Subject Matter Experts
- CAD/BIM/GIS/Digital Twin Data Specialists
- Data Architect with data warehousing expertise
- Network Architect with data and network security expertise

**2.2. Staff Roles & Responsibilities**

Implementing a data governance program requires a cohesive team to be successful. Each member of the team plays a significant role and is a key part of the project. Throughout the process the Atkins’ staff will be there to provide guidance and support. There are many parts needed to establish a data governance program and the Atkins staff has extensive experience in providing knowledge, insight, and support.

Listed in the table below are key roles and responsibilities indicating what each members role is and what is expected of them. This table includes roles for both the vendor team as well as the client.

Role	Responsibility
Vendor project manager	<p>Provide the project team updates on scope schedule and budget.</p> <p>Ensure all deliverable requirements are being met and delivered on time.</p> <p>Work with the client PM to set necessary meetings with stakeholders, the project team, or any other persons needed.</p> <p>Responsible for project management activities, work products, and all deliverables.</p> <p>Coordinates development of project deliverables.</p> <p>Responsible for effective meeting facilitation and documentation.</p>

Role	Responsibility
	Accountable for creating the project schedule and managing execution utilizing MS Project.
Vendor business analyst	Review existing documentation and standards. Analyze existing business process flows as it pertains to data. Lead stakeholder analysis and management of stakeholder activities. Develop project deliverables.
Technical Lead	Review all security information and standards. Provide input related to network security and document management best practices. Provide expertise in relevant areas. Contribute to project deliverables.
OCM Lead	Responsible for the development of a project organizational change management strategy and communication engagement plan.
QA Manager	Review documentation and deliverables to assure quality and completeness before being turned over to the City.
City project manager	Lead the team in the data governance effort. Work with the project team members to review deliverables and provide feedback to the vendor. Participate in meetings with stakeholders and SMEs.
Public Information and Doc. Mgmt, SME	Subject Matter Expert related to public information requests and information and document management. Provide expertise in the areas of municipal, state and federal laws and regulations.
City project team member	Participate in project meetings. Provide input to project deliverables created by the vendor team.
City subject matter expert	Participate in discovery interviews. Provide the vendor team insight to data needs, pains and gains. Participate in stakeholder meetings when requested.
City data stewards	Work with the vendor team in identifying datasets and systems of record. Provide insight and expertise on data issues and potential data standards.

*Table 2-1 - Roles & Responsibilities*

## 2.3. Staff Background & Security Check

Atkins certifies all employees, current and future, assigned to this project are and will be clear of any sexual, drug, or felony related convictions. Assigned staff have not undergone recent background or security checks outside of TSA pre-check renewals. Atkins staff is willing to submit to a City-conducted background check as part of contract negotiations and prior to contract signing.

## 2.4. Data Governance Services

Atkins provides services related to the nine areas of a data governance program listed below, along with a variety of services related to creating custom data warehousing tools, business and data analytic services, and tool development for data visualization, i.e., the ability to analyze and display data in a meaningful manner through GIS maps, dashboards, and reports.

These services were developed by Atkins after working on various data governance projects and determining the key areas of a data governance program. There are four service levels with each service builds on the next, allowing clients to select the services that best fits their organization and needs.

Services	Level 1 Advisory	Level 2 CMM Survey & Assessment	Level 3 DG Program Development	Level 4 DG Program Assessment
Data Governance Committee	•	•	•	•
Office of Data Governance	•	•	•	•
Data Governance Framework	•	•	•	•
Data Capability Maturity Model		•	•	•
Program Roles & Responsibilities		•	•	•
Data Governance ROI Calculator		•	•	•
Data Business Glossary			•	•
Data Governance Policy			•	•
Data Business Plans			•	•
Enterprise Data Standards			•	•
Enterprise Data Elements Catalog			•	•
Organizational Change Management			•	•
Project Transitioning			•	•

Figure 2-1 - Atkins Data Governance Service Offerings

General services and deliverables offered by Atkins to aid in the creation of a data governance program may include:

1. **Data Governance Framework (DGF).** The DGF should include three critical tiers: organizational business drivers, essential components of organizational data governance and data life-cycle management defining best management practices and standard operating procedures for each source system of record. The DGF consists of all the components that make up an effective enterprise data governance program.
2. **Data Governance Committee (DGC).** A DGC is a useful tool in steering the development of an entity’s data governance program. In smaller organizations, a standing DGC may jointly act as the office of data governance and chief data officer.
  - a. **Office of Data Governance (DGO).** Larger organizations may benefit from the creation of a DGO. Often, the role of data governance is thrust upon IT departments or a system subject-matter expert, making it difficult to orchestrate an enterprise-wide program.
  - b. **Chief Data Officer (CDO).** Larger organizations may benefit from the creation of a CDO role empowered to create, implement, and enforce enterprise data governance policy. Frequently, the IT Director or Chief Information Officer is also tasked with performing the role of CDO.

3. **Roles & Responsibilities.** It is everyone's role and responsibility to honor an entity's data governance policies. Often, roles and responsibilities are not clearly spelled out or properly conveyed throughout an entity. Roles and responsibilities need to be defined at an entity's strategic, tactical, implementation and support levels in support of the data stewards who are responsible for the source systems of record. Good data governance is as much a habit as it is a responsibility.
4. **Organizational Change Management (OCM).** Developing good enterprise data governance habits requires organizational change, which needs to be planned for if it is to be effectively managed. Staff throughout an organization will need to participate at different times in the process of implementing and maintaining data policy. OCM focuses on the following two areas to minimize change and to help the organization embrace the change that is required.
  - a. **Communication & Engagement Planning.** Communicating and engaging busy staff requires planning. When those engagements involve change, your planning needs to be more thorough and thoughtful. Atkins has OCM experts with experience working with large organizations around the implementation of data governance.
  - b. **Training/Mentoring/Coaching.** Developing, implementing, and maintaining an enterprise data governance program requires targeted training, mentoring and potentially coaching of different staff based on their roles and relationships to enterprise data and data governance.
5. **Data Business Glossary.** One of the first steps in data governance and developing enterprise data standards is the development of an organizational data business glossary. It is usually the case that there are dozens of instances of multiple terms used within an organization to describe the same thing, often adding to confusion or extra effort when assimilating data. Developing a data business glossary helps a consultant quickly learn an organization's vernacular and can be indicative of the challenges you may face when developing the enterprise data standards.
6. **Data Governance Policy (DGP).** DGP should be short, concise and to the point. The policy should express its purpose, include the policy statement, and establish the authority for oversight, referencing related policy and data governance artifacts.
7. **Enterprise Data Standards (EDS).** The establishment of Enterprise Data Standards is one of the ultimate goals of a data governance program. They are developed to minimize change, to standardize data across databases and applications, and to simplify the assimilation of datasets for data visualization. They are developed from an analysis of existing source systems of record and the common data fields amongst them.
  - a. **Enterprise Data Cataloguing / System Inventories.** The Enterprise Data Catalogue is a tool that complements the Enterprise Data Standards. The catalogue is a spreadsheet used to inventory an application's data fields, or data elements, along with other key data attributes and metadata.
8. **Data Business Plan (DBP).** The heart of a data governance program is found in the DBPs developed for each source system of record (SSOR) participating in the data governance program. It is the DBP that takes the data governance program policies and EDS and implements them through best management practices and standard operating procedures that align the SSOR with the EDS, ensuring compliance with policy.
  - a. **Data Quality Scorecards.** Understanding the quality and completeness of a system or an organizations data is critical to the development and ongoing maintenance of EDS. Data quality scorecards are a great tool to assess a systems data quality and objectively compare it to other systems in the organization, which is the role of an organizational data capability maturity model survey and analysis.
9. **Data Capability Maturity Model (CMM).** A CMM survey administered to key data stewards with questions in 15 key data governance areas such as data quality, data usability, and data accessibility is conducted to assess and determine a maturity score for each data source or solution. These scores are charted and compared. The category scores help identify areas requiring standardization, defined process, or procedure. The scores are also used to baseline progress of your data governance policy and program over time.

## 3. Capabilities, Services, & Expertise

### 3.1. Experience

The Atkins team has a deep knowledge of data and data practices. Our experts have been focusing specifically on data governance projects and have developed a program that approaches data governance holistically. Atkins has worked with several public agencies in building and implementing data governance programs. Our professionals engage effectively and efficiently with each agency to discover what their current data state and determine what target level of service best fits the organization's desired outcomes.

From establishing entire data governance programs, to analyzing an agency's data maturity level, Atkins has worked with each client to provide a tailored approach.

The Atkins team not only brings years of experience in working with data but also has a technical understanding of data warehousing and integrations, providing complete support of the City's data governance needs. Each team member is familiar with data governance industry best practices, having participated in Technical Review Board (TRB) committees as well as recording a podcast exclusively dealing with data governance.

### 3.2. References

Atkins is proud to present the following project references related to the development of enterprise-wide data governance.

**REFERENCE NO. 1:** Ohio Department of Transportation, Office of Data Governance, 1980 W. Broad Street, Columbus, OH 43223

Contact: Ian Kidner, Chief Data Officer; (614) 752-5743; ian.kidner@dot.ohio.gov

Project Name/Dates: Enterprise Data Governance / January 2018 to December 2020

Service Description: Atkins established a data governance framework for the Ohio DOT to facilitate efficient and accurate reporting for the State's Transportation Asset Management Plan (TAMP). The early focus of the project consisted of developing a data governance oversight and decision support structure, defining roles and responsibilities, and developing data governance policies. A review of existing enterprise architecture and the ODOT Information Technology Strategic Plan to ensure alignment with ODOT business processes and needs followed. ODOT data systems were evaluated and prioritized, and data standards developed for application to the top priority systems along with best management practices and standard operating procedures. The project was focused on an enterprise-wide approach to managing data related resources (People-Process-Technology) throughout the creation of a data governance office and hierarchy.

**REFERENCE NO. 2:** Ohio Department of Transportation, Office of Data Governance, 1980 W. Broad Street, Columbus, OH 43223

Contact: Ian Kidner, Chief Data Officer; (614) 752-5743; ian.kidner@dot.ohio.gov

Project Name/Dates: Transportation Asset Management Decision Support Tool (TAMDST) / February 2016 to present

Service Description: DTS developed a decision support tool that assimilated vast amounts of asset and maintenance data into a standardized data warehouse for analytics and reporting. The application consists of a custom HTML front end application which presents configured MS Power BI dashboards of our transportation assets (PCR, Bridges, Culverts, etc.). The goal of the application is to provide ODOT's planners and engineers the ability to perform in-depth analysis across the following report categories: Inventory, Condition, Performance, Investment, Maintenance, and Planning, with each category including a variety of reports which streamline the annual District Workplan development process, as well as general asset analysis throughout the year.

The application allows historical analysis of asset data to help the agency better understand poor performance to improve our future investment strategies. The DTS team provided expertise in the development of the supporting SQL database, configuration of MS Power BI reports, and development of custom HTML front end. Successful creation of data standards for data extraction, transformation, and loading (ETL) into the data warehouse were established by DTS to support the reports, which required subject matter expertise in both technology and



understanding of assets data, common workflows & practices, and Linear Referencing System (LRS) and GIS concepts.

**REFERENCE NO. 3:** Florida Turnpike Enterprise, Florida Department of Transportation, Milepost 263 Turkey Lake Service Plaza Bldg. 5315 Ocoee, FL. 34761

Contact: Nicola Liquori, Executive Director and CEO, 407-264-3882, Nicola.Liquori@dot.state.fl.us

Project Name/Dates: Data Governance Capability Maturity Assessment

Service Description: The Florida Turnpike Enterprise (FTE) engaged Atkins to assess the current state of data governance within FTE. The goal was to identify potential data and data management needs within the enterprise and make recommendations towards a structured data governance solution.

DTS conducted onsite interviews with key FTE staff selected for their knowledge and insight into FTE, the data management processes, and needs of the enterprise’s business units. A capability maturity model (CMM) survey was then administered to these same individuals to assess the current state of data and to establish a baseline for measuring future progress in data governance. The outcome of the survey will help the enterprise determine areas of focus as well as areas that can deliver the largest Return on Investment (ROI).

The survey consisted of forty-three (43) questions divided among thirteen (13) categories designed to establish maturity scores for each category, division, and the enterprise. The scores and survey discoveries can be used in consideration when developing and implementing a data governance program, including a data governance framework, policies, and standards.

The maturity scores will allow FTE to establish a baseline, identify areas that need formal structure, and measure ongoing data maturity progress into the future.

### 3.2.1. Project Work Plan and Timelines

Atkins is confident it can deliver the three phases and ten primary deliverables for this project and have all three phases completed by March 31, 2024.

Table 4-1 Tasks outlines the project tasks below.

TASK ID	TASK	DURATION
<b>1.0</b>	<b>PHASE 1</b>	<b>14 Weeks</b>
1.1	Project kick-off conference call	
1.2	Draft project charter	
1.3	Draft mission statement	
1.4	Create a detailed project work breakdown structure (WBS) and project calendar collectively with City	
1.5	Collect and review existing inputs provided by City	
1.6	Conduct onsite readiness assessment	
1.6.1	Benchmark City management practices	
1.7	Identify stakeholders	
1.8	Assess City Data Classifications	
1.9	Define roles and responsibility	
1.10	Identify viable data governance model for City needs	
<b>2.0</b>	<b>PHASE 2</b>	<b>12 Weeks</b>
2.1	Develop data governance strategy	
2.1.1	Operational data governance framework	

TASK ID	TASK	DURATION
2.1.2	Compliance with regulatory, security, and City business requirements	
2.2	Develop a draft Administrative Regulation for City review	
2.3	Create Data Classifications Recommendations report	
<b>3.0</b>	<b>PHASE 3</b>	<b>29 Weeks</b>
3.1	Develop an implementation plan	
3.1.1	Develop an organizational change management plan for data governance roll out	
3.1.2	Create comprehensive City staff training plan and materials	
3.2	Conduct an onsite Departmental liaison workshop and introduce the strategies, operational framework, implementation plan, and roles and responsibilities	

Table 3-1 - Tasks

**PHASE 1**

Atkins will start out phase one with a project team kick-off conference call (Task 1.1) between the Atkins team and the City’s project team. Atkins will coordinate follow-up conference calls with the City project team for Atkins edification to establish greater understanding of the City’s needs and current state of data governance to be used in the drafting of a project charter and draft mission statement. (Task 1.2 and 1.3)

Atkins will then commence with the creation of a right-fitted work breakdown structure and with task timelines that accounts for weekly project status meetings among the Project Managers, City holidays, events, and calendar blackout dates, and task working sessions and deliverable reviews. (Task 1.4)

During the conference calls and working sessions conducted as part of Task 1.2 and 1.3, the City will begin gathering and providing Atkins with existing inputs, content, and information related to the development of a citywide data governance program. (Task 1.5)

Atkins will conduct an onsite readiness assessment with City liaisons and data authorities. (Task 1.6) The assessment will cover:

- Identify and benchmark City data management practices (Task 1.6.1)
- Identify key stakeholders (Task 1.7)
- Review and assess current City Data Classifications (Task 1.8)
- Review exiting and consider future data governance roles and responsibilities in consideration of an operational data governance framework. (Task 1.9)
- And discuss the key components of a viable data governance model for the City of San Diego (Task 1.10)

**PHASE 2**

After discovery is completed through online and onsite working sessions with City data authorities and subject matter experts, Atkins will begin developing a data governance strategy that includes a right-fitted data governance framework for the City of San Diego. (Task 2.1) The framework will align organizational business drivers with data lifecycles through data governance policy, standards, and processes guided by an organizational change management plan. (Task 2.1.1) Business drivers include City KPIs, business plans, analytics needs, regulatory compliance, and data sharing, integrations, and security. (Task 2.1.2)

Upon acceptance of the data governance framework by the City, Atkins will begin drafting an Administrative Regulation (AR) for the City’s review and consideration. (Task 2.2) Atkins will work with the City to update the AR

through the review process. Accompanying the Administrative Regulation will be Atkins recommendation report pertaining to data classifications based on the discussions and reviews conducted in phase 1. (Task 2.3)

### **PHASE 3**

Once the City signs off on the data governance framework, draft AR, and recommended data classifications, Atkins will begin phase 3. Phase 3 includes an implementation plan (Task 3.1) that consists of an:

- Organizational Change Management Plan for the data governance roll-out (Task 3.1.1)
- City staff training plan by role and responsibility (Task 3.1.2)
- Creation of staff training materials (Task 3.1.2,) including:
  - One-page educational data governance flyer
  - PowerPoint on benefits of data governance, the City's data governance framework, the Admirative Regulation overview, roles and responsibilities, and implementation plan
  - Data Governance Program Manual outlining the City's program

Upon completion and approve of the implementation, organizational change management, and training plans, Atkins will coordinate an onsite workshop with Departmental liaisons to introduce the City's data governance operational framework, implementation plan, and roles and responsibilities. (Task 3.2)

### **POST IMPLEMENTATION**

Atkins has included in Tab C of our response the names and rates for the six subject matter experts assigned to this project who will be made available to the City post implementation to accommodate work on the project deliverables and the City's data governance program beyond the project contract period.

# Exhibit 1 – Staff Resumes

## John Pregler

### Management Solutions Consultant



**Mr. Pregler** is Vice President of Asset Management Solutions with Atkins. Mr. Pregler has over 26 years of professional experience in administration, management and business process consulting as well as asset management solution development, consultation, and implementation. He has conducted hundreds of asset management workshops and seminars in the United States and Canada and is a contributing author to several asset management publications. He has direct implementation experience with numerous governmental clients including departments of transportation, counties, municipalities, and special districts, and he has been engaged as a senior consultant on over 300 implementations. Mr. Pregler understands the many challenges agencies face in making intelligent decisions supported by timely and accurate data and works with agencies to develop enterprise data governance programs.

#### RECENT PROJECT EXPERIENCE

##### **Madison Metro Sewerage Dist. – Data Governance Processes & Practices**

Mr. Pregler is lead Consultant assisting the Madison (Wis) Metropolitan Sewerage District with the development of a data governance steering committee and defined roles and responsibilities and a data change request process for making changes to enterprise data source systems of record.

##### **Florida Turnpike Enterprise – Data Governance Maturity Survey**

Mr. Pregler was Project Manager and lead Consultant conducting a data governance capability maturity survey and assessment for the Florida Turnpike Enterprise. The capability survey and assessment will result in a clear understanding of where the Turnpike is related to data governance, and recommendations in areas with opportunity to define data governance, streamline processes, achieve operating efficiencies, standardize policy, and provide better data for decision making.

##### **Ohio Dept. of Transportation – State-wide Data Governance**

Mr. Pregler was Project Manager and lead Consultant establishing a data governance framework for the Ohio DOT to facilitate efficient and accurate reporting for the state's Transportation Asset Management Plan (TAMP). The project consisted of developing a data governance oversight and decision support structure, defining roles and responsibilities, and developing data governance policies for enterprise DOT data. A review of existing enterprise architecture and the DOT Information Technology strategic plan was conducted to ensure alignment with DOT business processes and needs.

#### LEADERSHIP IN DATA GOVERNANCE

Member of Transportation Research Board's Committee on Information Systems and Technology championing the need for structured data governance.

Author of data governance blogs and Podcasts related to data governance.

Advisory Board member for Iowa State University's Amplifying Black Voices in Iowa project. The board is considering ethics and risk concerns related to data and metadata standards related to the Digitizing Hidden Collections grant from the Council on Library and Information Resources (CLIR.)

Total years of experience  
26

Years with firm  
9

Education  
B.A., Business, University of  
Dubuque, 2010

Professional affiliations  
Transportation Research Board  
– Standing Committee on  
Information Systems and  
Technology (AED30)



# Soraya Saflicki

## Senior Business Analyst / Project Manager

**Ms. Saflicki** has 21 years of experience, which primarily involves business process analysis, quality assurance, requirements gathering, software testing, process improvement, technical documentation, and end-user training. Ms. Saflicki has worked extensively with data, guiding clients on data governance, which includes data standards, data warehousing and in using data for making decisions. Ms. Saflicki is skillful in assessing requirements, determining priorities, analyzing courses of action, and adjusting for peak efficiency and optimization in fast-paced and dynamic environments. She has extensive experience in using Business Process Model and Notation (BPMN) standards to document organization interfaces, workflows and as-is/to-be workflows and business models. Her general responsibilities include project management, overseeing business process change through people, processes and technology and aligning business requirements with technical solutions.

Ms. Saflicki's Atkins project experience includes:

**Data Governance Processes and Practices, Madison Metro Sewerage District, Madison, WI**

Ms. Saflicki worked with the District in developing and implementing a data governance board, define roles and responsibilities and creating a change request process to capture changes made to enterprise data.

**Data Governance Maturity Survey, Florida's Turnpike Enterprise**

Working with the Turnpike to assess the current state of their data, Ms. Saflicki is helping lead the effort to conduct a survey with Turnpike data users, to them analyze the data. This analysis will result in a report for the Turnpike that will contain the maturity level in each of the chosen categories, as well as recommendations for helping establish data governance processes within the organization.

**Transportation Asset Management Decision Support Tool (TAMDST), Ohio Department of Transportation, Columbus, Ohio.**

Business Analyst supporting the design and implementation of the Transportation Asset Management Decision Support Tool for ODOT. TAMDST is a web-based application that uses both historical and current data that has been normalized, based on implemented standards, to support decision making. This data is stored in a central warehouse and is used to drive the graphs, tables and other visual reports used by the organization.

**Data Governance Program Development, Ohio Department of Transportation, Columbus, Ohio.**

ODOT has contracted Atkins to establish a Data Governance Program which includes a Data Governance framework, data lifecycle and the creation of data governance standards, policies, and procedures. Worked with Data Business Owners to determine how data is used and by whom. Developed a Return-on-Investment calculator to help calculate the ROI for all future projects. Also created diagrams documenting the various business processes and the data flow for each. Helped develop an IT Strategic Plan as it pertains to Data Governance as well as how it can be implemented

Total years of experience  
25

Years with firm  
15

Education  
B.A., Political Science (Minor: Spanish), Whitworth College, 1997  
M.B.A, Southern New Hampshire University, 2023

Professional affiliations  
National Society of Leaders  
IIBA

Software  
Microsoft® (Windows, Office 365 Suite, Visio, Project, SharePoint, Visual Studio)  
IBM Bluebeam  
Balsamiq

# Lisa Schoenfelder

## Organizational Change Management Lead



**Ms. Schoenfelder** is a Project Manager for Atkins' business unit Data Transfer Solutions. Ms. Schoenfelder has 34 years of experience in the technology industry encompassing both the public and private sectors with the majority in city and state organizations. Her acknowledged expertise saw her featured in ICMA's "17 on 2017" providing her predictions on technology and innovation. In addition to her project management experience, she is recognized for her Change Management expertise and has developed multiple training programs at larger organizations with an emphasis on organizational change management.

### RELEVANT PROJECT EXPERIENCE

**Data Governance Project, Ohio DOT.** Ms. Schoenfelder worked with the Ohio Department of Transportation to develop its Organizational Change Management program for data governance. This included training on the PROSCI and ADKAR methodology, development of an OCMP and supporting tools for the program.

**Enterprise Asset Management System Implementation, City of Largo, Florida.** Ms. Schoenfelder worked with Largo management to develop a tailored Change Management and Training Program Plan for its successful VUEWorks implementation. The plan included role-based training from management to field staff, onsite training, video training, ongoing support strategies past Go-Live and the development of courseware materials and desk/field aids. Ms. Schoenfelder also worked with the project team to develop a solid communication plan with deliverables to ensure Largo employee buy-in and support for the new system, including process changes.

**ERP Process Analyst and System Implementation, City of Boise, Human Resources and Finance Departments.** Ms. Schoenfelder provided overall Project Management and Change Management for the replacement of the entire Enterprise Resource Planning for Financials, Budgeting, Procurement, Accounts Payable/Receivable, Human Resources, Payroll, Benefits, and time collection across multiple departments. This included a complete business analysis and process re-engineering effort for all of these functional areas. She was responsible for the \$6,200,000 budget as well as keeping the project on track during the three-year implementation.

**Employee Training Program for Enterprise Systems, University of South Dakota.** Ms. Schoenfelder developed and provided training programs as well as system support for over eight years at two different universities in South Dakota as well as other state agencies on a contracted basis. This included course development, classroom delivery and one-on-one sessions. She was asked by the Governor's staff to develop a training program and deliver it at the Capitol. Ms. Schoenfelder was instrumental in developing sustainable training programs with her train-the-trainer approach prior to its more widespread adoption in the training community.

Total years of experience

35

Years with firm

6

Education

M.S., Management of Information Systems, Boise State University, 2006

B.S., Business Administration-Finance, Northern State University, 1989

B.S., Economics, Northern State University, 1989

B.S., Computer Science, Northern State University, 1989

Certifications

Prosci Certified Change Management Practitioner, 2010

Associates Certificate in Business Analysis, 2008

JAD Facilitation Certification

# Mourad Bouhafs

## Senior System Architect



Mourad Bouhafs is a principal technical professional with Atkins' Technology Practice and has served as the technical software program manager for several enterprise implementation projects. His more than 30-years software engineering experience focused on building enterprise engineering applications in areas such risk analysis, hazard assessment, financial risk modeling, asset management, civil structural modeling, network flow models, GIS and mapping.

Mr. Bouhafs' technical experience includes designing, architecting, developing and implementing various enterprise systems. Various tasks covered solution architecture design, database modeling and topology, system architecture, web services implementation and deployment, n-tier architecture framework design integrated in web-enabled solutions, big data analytics and data mining, optimization and workflow algorithm development.

Mr. Bouhafs's project experience includes:

**New York Central Business District Tolling Program BackOffice.**

Technical lead solution architect in developing the requirements for the implementation of the Revenue Audit Accounting System (RAAS). RAAS will be used by the Tri-borough Bridge and Tunnel Authority (TBTA) to manage the to-be implemented tolling program enabled by legislation April 2019. This project was started in February 2020.

**CDOT High Performance Transportation Enterprise (HPTE) Data Fusion Cloud Infrastructure.**

Currently working as the technical lead solution architect on the design, solution architecture, and implementation testing of a GCP (Google Cloud Platform) infrastructure to provide HPTE staff a data-lake platform. The objective is to share (big) data for analysis, queries, dashboarding and building ML (Machine Learning) trends for the traffic, tolling, revenue and accidents data collected continuously.

**State Road Tollway Authority (SRTA) Information Technology (IT) Assessment and IT Manager.**

Provided SRTA with consultative evaluations regarding their current use of information technology. Specific areas covered included IT strategy, database technologies, application architecture, network architecture and security, and IT service support processes. In addition to recommending strategies to improve services and align their IT capabilities with plans, acted as the interim IT manager, overseeing all toll operations data centers.

**Integrated Database Management Project (IDMP), San Diego County Regional Airport Authority (SDCRAA), San Diego, CA.**

Technical project manager for IDMP, a Web-based ArcGIS Server 9.3 GIS portal for visualization, querying, and reporting of the San Diego International Airport's GIS infrastructure data. In addition to basic map browsing and selection tools, the application included advanced redlining, printing toolsets, and a 3D map viewer. The application supported integration of GIS with the airport authority's EnterpriseOne business management system and BusinessObjects Enterprise reporting system.

Total years of experience

40

Years with firm

21

Education

M.S., Architecture and Design, University of California Berkeley, 1985

B.A., Architecture, University of Constantine, Algeria, 1982

Software

.NET: c#, vb.net, F#, ASP.NET, WPF, Windows Forms (1.1 to 4.0)  
Windows: C, C++, MFC, COM, ATL

Web: HTML, Flex, Silverlight  
Web Services: SOAP, REST, WCF

Scripting: JavaScript, VB Script, Python

Database: SQL Server, Oracle, Microsoft Access, mySQL

Database Frameworks: ado, ado.net, Entity Framework, NHibernate, LBLGen

Libraries: ComponentOne, Telerik, Farpoint, STL (Standard Template Library)

XML: XML, XSLT, XPATH, XSD, DTD

GIS: ArcObjects, ArcGIS Server, ArcSDE, ArcEngine, ArcGIS Operating Systems (OS): All

versions of Windows (XP, Vista, 7, Server 2003/2008), IIS

Font End Tools: Visio, Blend, PowerDesigner, Erwin, Visual Studio, Adobe Suite

# Shiv Iyer

## Technical Manager



**Mr. Iyer** is an asset management and digital transformation leader with Atkins. With 22 years of experience in engineering and asset management, Mr. Iyer brings a wealth of knowledge to the team. He provides asset management consulting, technology implementation, change management, and program/project management services to a wide spectrum of clients in the municipal sector. He distinguishes himself through a combination of a professional engineering skill set and a management sciences skill set. He can combine these two to offer both the art and science of asset and data management to his clients. He has working knowledge in a wide range of technologies, including Cityworks, Maximo EAM, Oracle WAM, GIS, PowerPlan AMP, Microsoft Project, SharePoint, R, Github, RStudio, and Python.

Mr. Iyer has a broad understanding in the field of asset management and how to apply asset management concepts to local government entities across different sectors such as aviation, transportation, water, wastewater, and transit. He is involved with many international experts on panels, especially through his position as Vice Chair of the U.S. Technical Advisory Group (USTAG) to ISO Technical Committee 251.

Mr. Iyer's project experience includes:

**Risk-based Asset Management Guidance Framework, Western Federal Lands - FHWA, Vancouver, WA.** Senior project director. Overall responsibility for project guidance and advisory services, technical analysis, and stakeholder and workshop meeting oversight. Project involves developing a guidance framework for federal land management agencies (FLMAs) under FHWA's WFL division.

**Asset Management Program Development and Cityworks AMS Implementation, Pinellas County, Pinellas County, FL.** Project director. Provided overall direction and day-to-day management of a five-year program of work involving the implementation of Pinellas County's Enterprise Asset Management (EAM) Program covering technology (Cityworks), Process/Practices (ISO 55000 Framework), and People (Organizational Change Management) elements, spanning five County Departments. Responsibilities included executive level liaison with County leadership as well as managing technical tasks with a team of 10-12 technical analysts, change managers, and project management staff.

**Asset Management Program Development for St. Lucia's Vision 2030 Objectives, World Bank, Saint Lucia.** Asset management SME. This was a short-term consulting project through World Bank to support the Government of Saint Lucia (GoSL) to develop and institutionalize risk-based asset management in the transport sector. The project provided assistance to the GoSL to help make investment and maintenance decisions more evidence-based and systematic, helping direct limited resources to projects with higher return on investment and lower lifecycle costs through the development of a Risk-Based Asset Management Plan.

Total years of experience  
22

Years with firm  
1

### Education

Ph.D., Doctor of Philosophy, Civil Engineering, Penn State University  
M.S., Master of Science, Civil Engineering, Penn State University  
B.S., Bachelor of Science, Civil Engineering, National Institute of Technology, India

### Registrations/licenses

IAM Diploma, 1037668; Professional Engineer, FL, 85022; Professional Engineer, AR, 18034; Project Management Professional, National, 1412268



# Susan E. Berkley, LEED AP

## Senior Public Information Specialist



Susan Berkley has 26 years of experience in public information, engagement, and outreach for transportation agencies and other entities in Nevada. She has organized, developed, and implemented public information and neighborhood outreach programs and campaigns; coordinated government briefings; organized presentations for local agencies, community organizations, and public groups; provided website and mobile app design and maintenance; and developed special newspaper advertisements, brochures, press releases, flyers, branding campaigns, media packets, and special events; and implemented innovative outreach tools such as virtual reality simulations.

Ms. Berkley is a Leadership in Energy and Environmental Design Accredited Professional (LEED AP), a certified mediator, an award-winning Web designer, and a published author. During her tenure at the Iowa Department of Natural Resources she oversaw public information, community outreach, and media relations projects.

Ms. Berkley's Atkins project experience includes:

**National Environmental Policy Act (NEPA) Environmental Justice Household Survey Project, Nevada Dept. of Transportation, Las Vegas, NV.** Senior public information specialist responsible for designing, developing, and implementing extensive survey of special populations to potentially be affected by proposed transportation project along I-515 in Las Vegas. Atkins organized this survey with grassroots-level one-on-one in-depth interviews with individuals, families, and businesses along the transportation corridor; numerous special events; and survey effort and data coordination.

**Nevada Strategic Highway Safety Plan, Nevada Dept. of Transportation, Statewide, NV.** Senior public information specialist responsible for coordinating public and agency involvement activities including a series of focus group meetings throughout. Using a facilitated dialogue format, Atkins assisted the Nevada Department of Transportation and other diverse safety advocates engaged in implementation of this plan aimed at reducing fatal crashes in Nevada.

**TransNet Transportation Improvement Program Public Outreach, California Dept. of Transportation and San Diego Association of Governments, San Diego, CA.** Senior public information specialist responsible for designing the graphic arts, project branding, and website for site housing information regarding all San Diego-area transportation projects. Completed the conceptualization, creation, and maintenance of the Keep San Diego Moving website and six internal sites, coordinated public inquiries, handled statistical reporting of visitor data, and designed various site-related graphic materials, fact sheets, brochures, flyers, and newsletters. Atkins was the public information and outreach advisor to the California Department of Transportation (Caltrans) and the San Diego Association of Governments (SANDAG). We evaluated Caltrans' public information and outreach plan and provided strategies and methods to improve and enhance the agency's current outreach program as well as implementing the plan.

Total years of experience

26

Years with firm

19

Education

M.A., Journalism, Drake University, 2001

B.S., Environmental Science/Physical and Structural Geography, Western Illinois University, 1997

Certifications

Leadership in Energy and Environmental Design Accredited Professional (LEED AP), 2009

Mediation and Conflict Resolution, Advanced Certification

Web Site Design, Advanced Certification

Honors and awards

Pinnacle Award, Public Relations Society of America, I-515 Corridor Study Web Site

Bronze Quill Award, International Association of Business Communicators, I-515 Corridor Study Web Site

Best Government Web Site, Working in Communications Electronic Media Award, I-515/Beltway Interchange

National Communicator Award, Web Site Award of Distinction, Riverview Project

National Communicator Award, Web Site Award of Honorable Mention, US 50 Corridor Study

Professional affiliations

International Association for Public Participation

Public Relations Society of America