

**Request for Proposal (RFP) for
Pay Equity Study
Addendum B**

Solicitation Number: 10089609-20-J

Solicitation Issue Date: October 2, 2019

Pre-Proposal Conference: October 4, 2019 @ 2:00 p.m.
City of San Diego
1200 3rd Ave, Suite 200
San Diego, Ca. 92101

Questions and Comments Due: October 8, 2019 @ 12:00 p.m.

Revised Proposal Due Date and Time ("Closing Date"): **November 12, 2019 @ 2:00 p.m.**

Contract Terms: One (1) year from Effective Date, as defined in Article I, Section 1.2 of the City's General Contract Terms and Conditions.

City Contact: Janet Polite, Senior Procurement Contracting Officer
1200 Third Avenue, Suite 200
San Diego, California 92101
jpolite@sandiego.gov
(619) 236-7017

Submissions: Proposer is required to provide **nine (9) originals and one (1) electronic copy** (e.g. thumb drive or CD) of their response as described herein.

Completed and signed RFP signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.

Note: Emailed submissions will not be accepted.

**CONTRACT RESULTING FROM
REQUEST FOR PROPOSAL NUMBER 10089609-20-J, Pay Equity Study**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10089609-20-J, Pay Equity Study (Consultant).

RECITALS

On or about 10/2/2019, 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 Consultant has the expertise, experience, and personnel necessary to provide the Pay Equity Study.

City wishes to retain Consultant to analyze City employee wages and provide policy recommendations to correct any identified earnings gaps as further described in the Scope of Work, attached hereto as Exhibit B. (Pay Equity Study).

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

**ARTICLE I
CONSULTANT SERVICES**

1.1 Scope of Work. Consultant shall provide the Pay Equity Study to City as described in Exhibit B at the rate described in the Compensation and Fee Schedule attached hereto as Exhibit C, in accordance with the Milestones identified in Exhibit B (Time Schedule). Consultant will submit all required forms and information described in Exhibit A to the Technical Representative before providing Pay Equity Study.

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

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

1.4 Duty to Inform City of Changes in Scope of Services. Consultant shall immediately advise the City in writing of any anticipated change in the Scope of Services, Compensation and Fee Schedule, or Time Schedule, and shall obtain the City's written consent to the change prior to making any changes. In no event shall the City's consent be construed to relieve Consultant from its duty to render all Services in accordance with applicable law and industry standards.

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 period of one (1) year beginning on the Effective Date. Unless otherwise terminated, this Contract shall be effective until completion of the Scope of Services or one year from the Effective Date, whichever is earliest. 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 Consultant for performance of all Services rendered in accordance with this Contract in an amount not to exceed the amount listed in the Compensation and Fee Schedule.

3.2 Reserved.

3.3 Manner of Payment. City shall pay Consultant in accordance with the Compensation and Fee Schedule. Consultant is not entitled to fees, including fees for expenses, that exceed the amounts specified in the Compensation and Fee Schedule. Consultant shall submit one invoice per calendar month in a form acceptable to City in accordance with the Compensation and Fee Schedule. 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 percentage 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
CONSULTANT'S OBLIGATIONS**

4.1 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.

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

4.3 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 (Personal Data, or Personally Identifiable information) disclosed to Consultant under this contract. This includes, but is not limited to personnel security measures, such as background checks.

4.3.1 Personal Data Restrictions. Consultant agrees it shall not use the Personal Data for any purpose other than that stated in the Scope of Work. Consultant shall restrict access to the 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 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 Personal Data of the confidentiality obligations in this Contract.

4.3.2 Duty of Care. Consultant shall take all reasonable measures to protect the secrecy and use of the 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 Personal Data that comes to Consultant's attention.

4.3.3 Secure Data Transmission. All transmissions of 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.

4.3.4 Return of Data. All copies of the 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.

ARTICLE V CONTRACT DOCUMENTS

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

5.2 Contract Interpretation. The Contract Documents completely describe the Pay Equity Study to be provided. Consultant will provide any Pay Equity Study 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 Pay Equity Study will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

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

- 1st Any properly executed written amendment to the Contract
- 2nd The Contract
- 3rd The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any
- 4th Consultant's Pricing

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

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

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

CONTRACTOR

Analytica Consulting

Proposer

8910 University Center Lane Suite 400

Street Address

San Diego, CA 92122

City

858-272-8260 x 0

Telephone No.

steverimar@analyticaconsulting.com

E-Mail

CITY OF SAN DIEGO

A Municipal Corporation

BY:

Christian Gauger

Print Name:

Christiana Gauger

Deputy Director

Purchasing & Contracting

4/28/2020

Date Signed

BY:

Steve Rimar

Signature of
Proposer's Authorized
Representative

Steve Rimar

Print Name

CEO & Founder

Title

11-12-19

Date

Approved as to form this 6th day of

May, 2020
MARA W. ELLIOTT, City Attorney

BY:

Eric Pooch

Deputy City Attorney

ERIC POOCH

**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. Pre-proposal conference information is noted on the eBidding System.

1.4.1 Proposers are encouraged to attend the pre-proposal conference. Failure to attend does not relieve proposer of the responsibility to fulfill RFP and addenda requirements, and does not relieve Contractors from performing.

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 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.

2.2 The Consultant Standards Pledge of Compliance Form.

2.3 Equal Opportunity Contracting forms including the Work Force Report and Consultants Certification of Pending Actions.

2.4 Reserved.

2.5 Refer to Exhibit D, Section 5.15 for License/Permit Requirements

2.6 Reserved.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

2.10 Reserved.

2.11 Reserved.

Tab B - Executive Summary and Responses to Specifications.

2.12 A title page.

2.13 A table of contents.

2.14 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.

2.15 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 Interview/Oral Presentation. The City will require proposers to interview and/or make an oral presentation if one or more proposals score within ten (10) points or less of the proposal with the highest score. Only the proposer with the highest scoring proposal and those proposers scoring within ten (10) 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. Consultants 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:

	<u>MAXIMUM EVALUATION POINTS</u>
A. Responsiveness to the RFP.	20
1. Requested information included and thoroughness of response	
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary.	
B. Staffing Plan.	15
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	
C. Firm's Capability to provide the services and expertise and Past Performance.	45
1. Experience in designing and carrying out evaluations of compensation, human capital, diversity and inclusion, organizational effectiveness or similar sector	
2. Specific experience with quantitative research methods	
3. Specific experience with qualitative research methods	
4. Experience working with Personally Identifiable Information (PII)	
5. Capacity/Capability to meet The City of San Diego needs in a timely manner	
6. Relevant experience of the Firm and Subcontractors	
7. Past/Prior Performance	
8. Reference checks	
D. Price.	10
E. Mandatory Presentation.	10
1. Process	
2. Timeline	
3. Past Experience	
4. Example of Final Work Product	
5. Thoroughness and Clarity of Presentation	
SUB TOTAL MAXIMUM EVALUATION POINTS:	<u>100</u>
F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	<u><u>112</u></u>

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

D. ANNOUNCEMENT OF AWARD

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

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

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

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

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

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

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Consultant 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. Payment Card Industry Data Security Documents. Evidence of all required documents, as described in Exhibit B.

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

I. BACKGROUND

A city is measured by how it delivers services. The City of San Diego (City) is no different; we owe our communities the best and we work to deliver world-class service.

In 2019, a performance audit of City employee pay equity found significant gaps in pay between male and female employees, and between minority and non-minority employees. An adopted recommendation from the audit called for the City to conduct periodic pay equity studies, at least every three years, to identify earnings gaps between employee groups, including, but not limited to genders and racial/ethnic groups.

Full text and results of the audit may be found at:

https://www.sandiego.gov/sites/default/files/19-015_pay_equity_0.pdf

II. INTRODUCTION

The Contractor will conduct an analysis of earnings gaps between City employee groups. The study should determine adjusted and unadjusted gaps, as well as examine the potential root causes of any statistically significant gaps that are identified. Using evidence from outside research, the Contractor shall also provide policy recommendations to correct any identified gaps.

III. SCOPE OF WORK AND PROJECT SPECIFICATIONS

Per the audit recommendation, the Contractor shall conduct a study that achieves the following objectives:

1. Calculation of mean and median unadjusted earnings gaps between employee groups;
2. Calculation of adjusted earnings gaps between employee groups, using appropriate analytical techniques such as:
 - a. Multi-variate regression analysis, with potential explanatory variables:
 - i. Age
 - ii. Years of service
 - iii. Level of education
 - iv. Other variables as appropriate;
3. Comparison to results from previous city pay equity research;
4. Utilize a mix of quantitative and qualitative methods to review unadjusted earnings gaps and statistically significant adjusted earnings gaps to identify root causes of pay inequity.

A. Research Questions:

In addition to the objectives listed above, the Contractor should structure the study around answering the following research questions. These questions represent a draft list of objectives. The Performance & Analytics team will work with the Contractor to determine a final list of research questions after the contract is awarded.

Category	Question
Overtime	<p>How is overtime allocated? Does overtime differ by gender or race/ethnic groups?</p> <p>What factors determine an employee’s choice to accept or decline overtime?</p>
Schedule	<p>How variable are employees’ schedules? (i.e. a set schedule each pay period versus a changing schedule)</p> <p>Does a more variable schedule correlate with gender or race/ethnic sorting?</p> <p>How flexible are employees’ schedules and work hours? (i.e. remote work or an alternate work schedule)</p> <p>Does schedule flexibility correlate with gender or race/ethnic sorting?</p> <p>Is there evidence (internal or external to the City) that an increase in schedule flexibility would encourage more hours worked? Similarly, is there evidence that less variable schedules would encourage more hours worked?</p>
Dependent Care	<p>What childcare options are available to city employees?</p> <p>Does elder or other family-related care play a role in hours worked, or the type of position selected (full-time versus part-time positions; overtime hours)?</p> <p>Is there evidence (internal or external to City) that an increase in access to childcare would encourage more hours worked? What other child (or elder) care options would be welcomed by employees?</p>
Recruitment	<p>How does the recruitment process affect who applies to City jobs?</p> <p>How representative are City applicants of the population of San Diego?</p> <p>What characteristics make an applicant more likely to be selected for</p>

	a position at the City, if any?
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B. Expected Data Sources

It is expected that the Contractor will have access to the following quantitative data sources:

1. Personnel and other employee records, including payroll;
2. HR systems of record;
3. Auditor’s data from prior study.

Qualitatively, the Contractor will be able to select Employees for focus groups and/or key informant interviews.

C. Milestones and Deliverables

The Contractor is responsible for the overall design and implementation of the study, which includes the following:

1. Milestone 1: Develop Design Report

The Contractor will develop a design report that details all technical analysis required for the study, including: overall research strategy, data sources, analysis methodologies, required sample sizes, regression models and data collection methods. The Contractor will also review available data from administrative/City sources to determine what will be used for the analysis.

The design report shall also describe how results will be measured reliably, as well as how results will be transparent and replicable.

The Contractor will submit a draft design report to the Performance & Analytics Department before finalizing the research plan.

2. Milestone 2: Data Collection

Upon approval of the design report, the Contractor may begin data collection. The Contractor will be responsible for developing data collection materials, including but not limited to: questionnaires, focus group discussion points, and key informant interview questions.

Qualitative and quantitative data collection plans will be reviewed and approved by the Performance & Analytics Department.

3. Milestone 3: Develop Final Report

The Contractor is responsible for conducting all data analysis and developing the final report. The outline for the final report will be developed in consultation with the Performance & Analytics Department. The Contractor will submit a draft final report to the Performance & Analytics team for review and approval.

The final report package shall also include a separate executive summary document. The executive summary should focus on key findings and lessons learned from the study, while using accessible language and data visualizations/infographics that help to illustrate key messages.

4. Milestone 4: Data Documentation

The contractor will submit a data documentation package that includes all data analysis files and raw data to the Performance & Analytics Department. Any files required for replicability shall be included in the data package.

5. Milestone 5: Presentation to City Leadership and/or City Council

Once the final report is reviewed and approved, the Contractor shall prepare a final presentation for City Leadership and/or City Council. Multiple presentations may be required.

The table below describes the deliverables and timelines associated with each milestone:

Milestone	Deliverable	Timeline/Due Date
1: Design Report	Draft design report	Four (4) weeks from notice to proceed (NTP)
	Final design report	Six (6) weeks from NTP
2: Data Collection	Quantitative data collection plan	Eight (8) weeks from NTP
	Qualitative data collection plan	Eight (8) weeks from NTP
3: Final Report	Draft final report	May 2020
	Final report	June 2020
	Executive summary/report brief	June 2020
4: Data Documentation	Raw data	July 2020 (for all deliverables)
	Questionnaires	
	Data analysis code	

	Data cleaning code Data dictionary / codebook	
5: Presentation	Final presentation materials	July 2020

IV. CONTRACTOR QUALIFICATIONS

The Contractor must demonstrate extensive and recent experience in the following areas:

1. Experience in designing and carrying out evaluations of compensation, human capital, diversity and inclusion, organizational effectiveness, or similar sector;
2. Experience with quantitative research methods, preferably including the use of administrative data from multiple data sources and systems;
3. Experience with qualitative research methods, including focus groups and/or key informant interviews;
4. Experience working with Personally Identifiable Information (PII)

A. Summary of Key Personnel

In the proposal, the Contractor shall provide a CV or Resume for each team member, as well as complete the staffing rubric below. One team member may satisfy multiple qualification requirements. Each resume should be formatted in a similar manner and contain the following content:

1. Brief overview of professional career
2. Professional background highlighting relevant projects or services that have been completed and role(s) in each project or services
3. Educational background
4. Professional activities and certifications

Qualification Required:	Team Member(s)	Specific Evidence of Qualification (brief)
Experience in designing and carrying out evaluations of compensation, human capital, diversity and inclusion, organizational effectiveness, or similar sector	[Name of team member(s) who meet the requirement]	[Explain how the proposed team member(s) meet the qualification requirement]

Experience with quantitative research methods		
Experience with qualitative research methods		
Experience working with Personally Identifiable Information (PII)		

V. START DATE

Timeline for the Pay Equity Study shall commence upon issuance of Notice to Proceed. The Contractor must provide weekly updates on the status of the project’s timeline.

VI. PROJECT END DATE

Contractor shall complete scope of work no later than July 31, 2020, but be available for incorporating feedback on the draft report and making presentations as necessary for up to twelve (12) months following submittal of the draft report.

VII. IMPLEMENTATION PLAN

In their proposal, Contractors shall submit an implementation plan that addresses the steps, approaches, and milestones of how the Contractor intends to meet/deliver the project specifications as stated in paragraph E.

The implementation plan shall provide a detailed draft research plan for qualitative and quantitative data collection, including:

1. Quantitative strategy:
 - a. Variables to be included
 - b. Models to be tested
2. Qualitative strategy
 - a. Interviews, focus groups, and/or other qualitative data collection strategies
3. Supporting literature
 - a. A summary of the existing evidence (prior studies, research journals or other examples) to support the research plan.

Any anticipated or potential challenges in achieving the project specifications must be identified. Additionally, the Contractor will propose a project coordination method between the Contractor and the City’s Department of Performance & Analytics, to consist of weekly written progress reports and/or phone conferences, at a minimum.

As part of the implementation plan, the Contractor may propose a phased, deliverable-based invoicing and payment plan, with specific deliverables associated to their costs/invoice amounts. (The City's standard invoice processing time is net 30 days.)

A revised implementation plan may be required from the Contractor within ten (10) calendar days of the City's notification of a provisional award. A revised research plan may be submitted, after consultation with the Performance & Analytics Department, within 30 days of contract award.

VIII. TECHNICAL REPRESENTATIVE

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

Cost/Price Proposal

Below is our proposed cost for this study. We utilized the table provided in the RFP in Exhibit C. Once each milestone is reached and approved by the City, we will issue an invoice for the amounts provided in the table below.

Section 1: Deliverable and Milestone Costs	
	Cost
Milestone 1: Design Report	\$ 46,200
Draft design report	\$ 23,100.00
Final design report	\$ 23,100.00
Milestone 2: Data Collection	\$ 61,600
Quantitative data collection	\$ 30,800.00
Qualitative data collection	\$ 30,800.00
Milestone 3: Final Report	\$ 84,700
Draft final report	\$ 28,233.33
Final report	\$ 28,233.33
Executive summary/report brief	\$ 28,233.33
Milestone 4: Data Documentation	\$ 30,800
Raw data	\$ 6,160.00
Questionnaires	\$ 6,160.00
Data analysis code	\$ 6,160.00
Data cleaning code	\$ 6,160.00
Data dictionary/codebook	\$ 6,160.00
Milestone 5: Final Presentation Materials	7,700
	\$ 231,000

Section 2: Additional labor hours

In the event of post-implementation requirements, please list the hourly rate for each team member

Hourly Rate

List Team Members and Titles below. Describe positions and role in RFP response.

Jennifer De La Cruz, Director of Analytics Engagement Director & Pay Equity Study Designer	\$ 150
Michael Marks, Senior Data Scientist Pay Equity Study Designer & Author	\$ 120



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 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

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

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

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

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

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

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

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

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

ARTICLE IV SUSPENSION AND TERMINATION

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

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

otherwise); and (2) complete any and all additional work necessary for the orderly filing of 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 concerning product endorsement which requires that any advertisement referring to City as a user of a good or service will require the prior written approval of the Mayor.

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 Equal Pay Ordinance throughout the duration of the Contract.

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. Contractor shall require subcontractors performing work for contractor under their contract with the City to certify compliance with the Equal Pay Ordinance in their written subcontracts.

9.1.11.2 Notice Requirement. Contractor must post a notice informing its employees of their rights under the Equal Pay Ordinance in their workplace or job site.

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.

CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT

1200 Third Avenue, Suite 200

San Diego, CA 92101-4195

Fax: (619) 236-5904

ADDENDUM A

Request for Proposal (RFP), 10089609-20-J

Closing Date: November 4, 2019
@ 2:00 p.m.

Bid for furnishing the City of San Diego with **Pay Equity Study**

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

1. Remove the original cover sheet and replace with the attached Addendum A cover sheet. (**NOTE:** Changes are made in **bold** font.)
2. Remove the original RFP, Signature Page (pg 3 of 9) and replace with the attached Addendum A, Signature Page.
3. Add one (1) page "Questions and Answers". (**NOTE:** The questions and answers are being provided for informational purposes only, and are not part of any resulting contract from this RFP.)

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT

Janet Polite
Senior Procurement Contracting Officer
(619) 236-7017

October 15, 2019

RFP 10089609-20-J, Pay Equity Study Questions and Answers

Question 1: What is a list of potential controls (covariates) available for the study?

Response: The same variables available in the City Auditor conducted study (refer to Exhibit B, Section I for link):

- Line of work
- Department & classification
- Years of service with the City & hire date
- Age
- Gender
- Race/ethnicity
- Salary and wages
 - o Assigned salary /regular pay
 - o Overtime
 - o Retirement benefits
 - o Vacation payouts
 - o Add-on pay
 - o Flexible benefit credits

Education level and prior work experience is not tracked by the City but could be collected by the Consultant.

Please see the Human Capital Factbook for additional information about employee demographics:

https://www.sandiego.gov/sites/default/files/19-001_citywide_human_capital_fact_book.pdf

Question 2: Would the data be a panel data set, or cross-sectional?

Response: Panel data of salary history is available.

Question 3: How many observations (employees) would be provided?

Response: There are approximately 11,500 City employees

Question 4: What format will the data be delivered?

Response: Data stored in the City's ERP system can be delivered as one or more comma-delimited text files

CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT

1200 Third Avenue, Suite 200

San Diego, CA 92101-4195

Fax: (619) 236-5904

ADDENDUM B

Request for Proposal (RFP), 10089609-20-J

Revised Closing Date: November 12, 2019

@ 2:00 p.m.

Bid for furnishing the City of San Diego with **Pay Equity Study**.

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

1. Remove the Addendum A cover sheet and replace with the attached Addendum B cover sheet. (**NOTE:** Due date has changed from November 4, 2019 to November 12, 2019.)
2. Remove the Addendum A, RFP Signature Page (pg 3 of 9) and replace with the attached Addendum B, RFP Signature Page.

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT

Janet Polite
Senior Procurement Contracting Officer
(619) 236-7017

November 1, 2019



Response to Solicitation No. 10089609-20-J
The City of San Diego
Pay Equity Study
November 12th, 2019

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Executive Summary

Analytica Consulting is a **Certified California Small Business based in San Diego** that specializes in **data analytics** including visualization, statistical analysis, predictive modeling and machine learning. Our firm has domain expertise providing studies in several areas including **Human Resources**, Finance, Sales, Marketing, Manufacturing, and Operations.

Analytica has **worked with multiple California Government agencies** and Education Systems including the California Department of Public Health (CDPH), University of California San Diego (UCSD), Community College League of California, and the California Franchise Tax Board (FTB). We also have a **strong client portfolio of Fortune 500 clients** including Qualcomm, Sony, Illumina, Becton Dickinson and Rady Children’s Hospital.

Below are a few examples of studies we completed that are similar to the Pay Equity Study:

- **Qualcomm, Employee Diversity and Climate Survey Studies** – We worked directly with the Chief People Officer to produce two separate studies. The first study focused on analyzing employee gender and ethnicity disparities and their effects on retaining staff. The second study analyzed the results of a survey sent to 35,000 employees who made recommendations on areas of improvement. In both studies, we evaluated the statistical significance of several quantitative variables including age, gender, ethnicity, education, years of service, job function, title, and location. We also analyzed several qualitative measures including sentiment of survey comments.
- **Community College League of California, CEO Tenure & Retention Study** – We collected 100 years of data to publish a study which analyzed key demographic trends amongst California community college CEOs and factors that affect their tenure. The study was published online and presented at the 2018 Community College Annual Convention.
- **California Department of Public Health (CDPH), Headcount Utilization Study** – Our firm worked directly with the Director of CDPH to compile a detailed study analyzing employee headcount utilization across the organization to help identify areas of improvement. The study looked at several factors including departmental staffing requirements, employee interview responses, compensation, job function, years of service, gender, ethnicity and education.

As seen in the examples above, we have extensive experience producing accurate, detailed and efficient studies for our clients. Below is a summary of the required qualifications and our experience:

Required Qualification	Evidence of Qualification
Experience designing and carrying out evaluations of compensation, human capital, diversity and inclusion, or organizational effectiveness	We have designed and carried out multiple extensive evaluations within these areas as noted above for Qualcomm, Community College League of California and California Department of Public Health. In all of these studies we worked with HR teams and executives, presenting the results of our analysis along with recommendations.
Experience with quantitative research methods	The individuals proposed on this engagement have 35 years of combined expertise in quantitative research methods and both have Master’s degrees in Data Science from UC San Diego and UC Berkeley.
Experience with qualitative research methods	We have expertise with conducting focus groups, creating and analyzing survey results, and performing interviews. We utilized all of these methods on the studies mentioned above.
Experience working with Personally Identifiable Information (PII)	All of the studies mentioned above contained PII which we are trained in handling. We have extensive experience working with many large healthcare institutions such as Rady Children’s Hospital and UCSD Health helping them analyze sensitive patient medical records.

Summary of Key Personnel

The individuals proposed from our firm to work on this engagement include Jennifer De La Cruz, Director of Analytics, and Michael Marks, Senior Data Scientist. These two individuals have over **35 years of combined experience** designing, and carrying out **analytical studies** for **California State Agencies and Fortune 500 organizations**.

Name	Role On This Project	Summary of Experience
Jennifer De La Cruz Engagement Director & Pay Equity Study Designer	Jennifer will oversee the project deliverables, timeline budget and provide weekly status. She will also be responsible for helping Michael to design the study.	<ul style="list-style-type: none"> • MBA from Wharton • Master’s in Engineering from Stanford • Master’s in Data Science & Engineering from UCSD • 25 years of experience in consulting & analytics
Michael Marks Senior Data Scientist & Pay Equity Study Designer/Author	Senior Data Scientist & Study Designer/Author – Michael will be responsible for designing the study with Jennifer. He will also lead the development of the study which includes gathering and analyzing the data as well as producing the final report	<ul style="list-style-type: none"> • Master’s in Data Science from UC Berkeley • 10 years of experience in consulting, research, & analytics

Below includes the qualifications from the RFP and the summary of our staff’s experience:

Required Qualification	Team Member(s)	Specific Evidence of Qualification (brief)
Experience designing and carrying out evaluations of compensation, human capital, diversity and inclusion, or organizational effectiveness	Jennifer De La Cruz Michael Marks	<ul style="list-style-type: none"> • Qualcomm Employee Diversity and Climate Survey Studies – Jennifer and Michael worked together to produce these two studies which included evaluating diversity and inclusion as well as organization effectiveness. • IBM Employee Travel Experience Study – Jennifer led a team that designed and carried out an evaluation of both the IBM employee travel experience and the organizational effectiveness of the expense reimbursement process, which was commissioned by the Senior Vice President of Human Resources. • Michael has led multiple consulting engagements evaluating various healthcare organizations, utilizing both quantitative and qualitative techniques.
Experience with quantitative research methods	Jennifer De La Cruz Michael Marks	<ul style="list-style-type: none"> • Jennifer holds a Master’s Degree in Data Science & Engineering from UCSD and an MBA from the Wharton School of the University of Pennsylvania. She is also a lean six sigma master black belt and has 25 years of expertise in quantitative research methods • Michael holds a Master’s Degree in Data Science from UC Berkeley and has 10 years of expertise in quantitative research methods. He also has original

		<p>research in the areas of quantitative analysis and clinical-care, having co-authored 10 manuscripts and abstracts; including as a lead author on a high-dimensional data analysis technique published in Nature's Scientific Reports.</p> <ul style="list-style-type: none"> • Qualcomm Employee Diversity and Climate Survey Studies – Jennifer and Michael evaluated the statistical significance of several quantitative variables including gender, ethnicity, age, level of education, years of service, job function, title, and location.
Experience with qualitative research methods	Jennifer De La Cruz Michael Marks	<ul style="list-style-type: none"> • Qualcomm Climate Survey Study – Jennifer and Michael helped design and analyze the results of a survey sent to over 35,000 employees. The survey provided over 25 qualitative measures including how employees felt about their benefits, compensation, management, job stress, etc. They also developed a natural language processing algorithm which helped identify the sentiment of the survey comments to help better understand which factors contributed the most to employee morale. • IBM Employee Travel Experience Study – In addition to using quantitative research methods, Jennifer and her team used qualitative research methods including surveying 3,000 employees (both Likert scale and free text responses), interviewing travel process owners from 19 companies, and extracting insights from 78 research papers. • Michael has experience conducting various focus groups and interviews throughout his consulting career. He has also designed, conducted, and analyzed multiple survey research studies.
Experience working with Personally Identifiable Information (PII)	Jennifer De La Cruz Michael Marks	<ul style="list-style-type: none"> • Qualcomm Climate Survey Study – Jennifer and Michael worked with very sensitive PII related to Qualcomm employee information including ethnicity and age • Rady Children’s Hospital of San Diego – Jennifer and Michael worked with sensitive PII analyzing patient medical records. • Michael has 10 years of professional experience working with protected health information. He has expertise in data privacy and de-identification, including novel research on the subjects.

JENNIFER DE LA CRUZ

jenniferdelacruz@analyticaconsulting.com • (858) 275-0007

Summary of Qualifications

As Director of Analytics, Jennifer manages Analytica's consulting organization and is responsible for the delivery of all client projects. She is an accomplished data analytics professional with over 25 years of experience in consulting and industry. Jennifer holds a master's degree in data science and engineering from UC San Diego, an MBA from Wharton, and a master's degree in engineering from Stanford University. She is also certified as a Lean Six Sigma Master Black Belt.

Jennifer has a passion for using statistics and data science to solve complex, high-value business problems. Her experience spans a range of functions including financial management, process improvement, operations management, product development and product quality. Jennifer's industry strengths lie in information systems, financial services, healthcare, engineering, manufacturing, and insurance.

Professional Work Experience

Analytica Consulting – San Diego, CA 2019 – Present
Director of Analytics

Jennifer manages Analytica's consulting organization and is responsible for the delivery of all client projects, including:

- Qualcomm Employee Diversity and Global Climate Survey Studies – Led the design and development of two HR studies for Qualcomm.
- California Department of Public Health – Led the design and development of several analytics projects and studies for the Center of Healthcare Quality and Emergency Preparedness Office.
- Illumina – Led the design and development of several analytics projects for the Commercial, Global Quality & Operations, and Manufacturing divisions.
- Rady Children's Hospital San Diego (RCHSD) – Led the design and development of a centralized data analytics solution to help improve hospital operations
- Becton Dickenson (BD) – Led the design and development of an unsupervised machine learning model using natural language processing to improve product failure classification
- California Community College League (CC League) – Led the design and development of a CEO Tenure and Retention study as well as a Student Performance Funding study.

University of California San Diego – San Diego, CA 2016 – 2018
Master's Thesis Project, Data Science and Engineering: Network Analysis of Political Data

- Designed data model of political situations as network graphs and developed graph database to support solution by constructing working data pipeline that parsed 17 thousand newspaper articles using Stanford CoreNLP natural language processing and transformed annotations into political network of senators of 115th U.S. Congress
- Presented results at UC San Diego to members of Computer Science and Engineering Department, Political Science Department, San Diego Supercomputer Center, and local data science community

IBM Corporation

Data Science Engineer 2017
Business Process Owner of Global Travel and Expense Reimbursement, HQ 2010 - 2016
Global Travel Expense Controller, IBM Corporate HQ 2008 - 2010
Senior Managing Consultant, IBM Global Business Services 2002 – 2008

- Used complex data mining and predictive statistical modeling to understand patterns of policy non-compliance within large quantities of expense reimbursement data, and developed risk scoring

models to detect anomalies

- At IBM Research laboratory, used SQL queries to extract training and test data from multiple tables in large database and applied machine learning techniques of AI to develop classifier that aggregates business travel expenses, then collaborated with team of data scientists to integrate classifier into new, data-driven business solution: intelligence tool that company both sells to clients and uses internally for negotiating volume-based cost savings with suppliers
- Worked directly with senior leaders at consulting clients State Street Bank, Kaiser Permanente, Sprint Nextel and others to identify problems through complex data analysis and deploy solutions for business process improvement
- As IBM-certified Lean Six Sigma Master Black Belt, trained 950 Black Belts, Green Belts and Champions at Fidelity Investments, USAA, Microsoft, and other client companies to convert data into valuable analytics solutions using advanced quantitative methods and statistical modeling techniques such as correlation analysis, regression analysis (linear, non-linear and logistic), analysis of variance, chi-square testing and design of experiments
- Established thought leadership and honed communication skills appropriate for executive-level audiences by writing whitepapers and presenting case studies at conferences of the Institute of Financial Operations, Institute for Defense and Government Advancement, International Quality and Productivity Center, Society of Actuaries, California Association for Healthcare Quality, and other professional organizations, for business development

PricewaterhouseCoopers – San Diego, CA

2000 - 2002

Principal Consultant, PwC Consulting

- Implemented strategic plan for process management at Wellmark Blue Cross and Blue Shield that made process owners accountable for quality metrics and cost
- Trained employees and coached improvement projects in Wellmark call center that saved over half a million dollars while providing better service to two million customers and health care providers

Black & Decker Corporation – Pacoima, CA

1999 – 2000

Director, Six Sigma, Pfister Division

- Implemented Six Sigma initiative for quality improvement and cost reduction at faucet and fixture manufacturer
- Reported directly to President of Pfister Division with dotted line accountability to Black & Decker Vice President
- Led team of five Black Belts in completing projects worth \$6 million in scrap elimination, rework reduction, and process streamlining
- Developed multi-level training strategy for 800 employees to introduce culture of continuous improvement
- Presented quarterly results to Black & Decker's President, Six Sigma Global Support Team, and Wall Street analysts

Rain Bird Sprinkler Manufacturing – Tucson, AZ

1997 – 1998

Plant Manager, Sonora Southwest Molding Division

- Directed \$5.8-million start-up manufacturer of injection molded sprinkler and irrigation components
- Produced 35 million parts in first year running 24/7 operation
- Expanded plant from 30 thousand square feet to 50 thousand square feet, increased capacity from 17 to 33 presses between 40 and 500 tons in size, and increased workforce from 100 to 180 employees
- Managed and recruited leadership team including highly-qualified managers of production, quality, materials, and manufacturing engineering

Protogenesis – Carlsbad, CA

1990 – 1997

President

- Founded company to develop new products and manufacture prototypes, molds, tooling, and fixtures using computer-aided design and computer-aided manufacturing (CAD/CAM) and CNC machining
- Served 300 corporate and professional clients
- Grew sales at equivalent rate of 30% per year over five years
- Built company into entity with strong market value, then negotiated its acquisition by multi-million-dollar, privately held customer of company, securing significant returns for principals

Rohm and Haas Company – Philadelphia, PA

Summer 1989

Marketing Associate, Corporate Headquarters

- Developed strategy to introduce engineering thermoplastics additives into blow molding market with demand of over 50 million pounds a year and growing, by targeting key applications for cars, appliances and computers

General Motors Corporation – Warren, MI

1984 - 1988

Senior Process Engineer, General Motors Technical Center

- Developed new manufacturing technology for polymer composite body panels used on first mass-produced mid-engine sports car made by U.S. manufacturer
- Completed one-year management training program with assignments in auto assembly plant, component manufacturing plant, and advanced vehicle design center

Education and Certifications

University of California San Diego – La Jolla, CA

Master of Advanced Study; Major in Data Science and Engineering

The Wharton School, University of Pennsylvania – Philadelphia, PA

Master of Business Administration; Dual Major in Finance and Entrepreneurial Management

Stanford University – Stanford, CA

Master of Science; Major in Chemical Engineering, General Motors Graduate Study Fellowship

University of Michigan – Ann Arbor, MI

Bachelor of Science; Major in Chemical Engineering, Cum Laude

Skills and Abilities

- Python programming language and libraries (scikit-learn, pandas, SciPy) for data science and AI/ML Applications
- Machine learning algorithms (classification, regression, clustering) for finding new solutions to complex problems
- SQL for querying and managing relational data
- Tableau and other techniques for data visualization

MICHAEL MARKS

michaelmarks@analyticaconsulting.com • (989) 948-2038

SUMMARY OF QUALIFICATIONS

Michael has over 8 years of experience in data analytics and data science with a proven track record of creating novel, data-driven solutions for clients. He holds a M.S. in Information and Data Science from University of California, Berkeley, and has expertise in several data analytics platforms and programming languages including R, Python, SQL, Spark, R Shiny, Tableau, Qlik, and D3.js.

Michael has domain expertise in several areas including multivariate statistics, business operations, data privacy and de-identification, human-centered data product design, natural language processing, machine learning, and simulation modeling. He also has original research in the areas of machine learning and clinical-care, having co-authored 10 manuscripts and abstracts; including as a lead author on a high-dimensional data analysis technique published in Nature's Scientific Reports.

PROFESSIONAL WORK EXPERIENCE

Analytica Consulting – San Diego, CA

2018 – Present

Senior Data Scientist

- Qualcomm Employee Diversity and Global Climate Survey Studies – Designed and developed two studies which analyzed Employee Diversity and the results of a Global Climate Survey sent to 35,000 employees.
- Becton Dickenson (BD) – Led the development of an unsupervised machine learning model using natural language processing to improve product failure classification
- Rady Children's Hospital of San Diego – Developed a study which analyzed the results of a large-scale patient survey, enabling actionable insights to improve clinical care.

Improvement Path Systems – San Diego, CA

2011 – 2018

Senior Data Analyst

- Led the design, creation, and delivery of new data-driven products through collaborations with end-users, software engineers, UX designers, data scientists, and client IT staff
- Invented a high-dimensional, unsupervised machine learning technique to empower a client to assess and monitor patient abnormalities
- Led a team of statisticians in the conception and initial implementation of algorithms that could predict deadly patient harms with minimal data
- Directed skill development for company's analysts and data scientists
- Broke down data governance barriers to enable impactful data science solutions
- Developed and deployed various statistical models to improve client hospital operations
- Started the company's San Diego office by building long term client relationships in the area
- Helped grow company from 7 to almost 50 people

EDUCATION AND CERTIFICATIONS

University of California, Berkeley – Berkeley, CA

- M.S. in Information & Data Science

Oakland University – Rochester, MI

- B.S. in Operations Management
- Minor in Business Analytics

Scrum Alliance

- Certified Scrum Master

RESEARCH

- Co-authored 10 manuscripts and abstracts in the areas of machine learning, optimization, biomechanics, orthopedics, and pharmaceuticals.
- Marks, M., et al. (2018) Measuring Abnormality in High Dimensional Spaces with Applications in Biomechanical Gait Analysis. Scientific Reports <https://www.nature.com/articles/s41598-018-33694-3>
- Marks, M. (2018) Abnormality: Measure a subject's abnormality with respect to a reference population. <https://cran.r-project.org/web/packages/abnormality/abnormality.pdf>

SKILLS AND ABILITIES

- Machine learning, multivariate statistics, simulation modeling and data visualization
- R, SQL, Python, Bash and JavaScript
- Microsoft BI Suite (SQL Server & SSIS), R Shiny, Tableau, Qlik and D3.js

Implementation Plan

We have carefully read through the Scope of Work contained in Exhibit B of the Pay Equity RFP. We confirm the following four objectives that encompass this study:

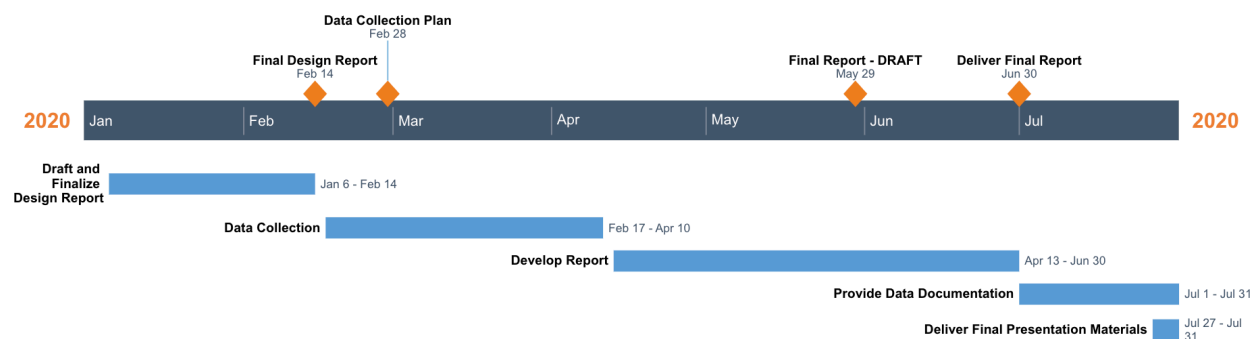
1. Calculation of mean and median unadjusted earnings gaps between employee groups
2. Calculation of adjusted earnings gaps between employee groups, using appropriate analytical techniques (e.g. Multivariate regression on potential variables such as age, years of service, level of education and other variables)
3. Comparison to results from previous city pay equity research
4. Utilize a mix of quantitative and qualitative methods to review unadjusted earnings gaps and statically significant adjusted earnings gaps to identify root causes of pay inequity

In the sections that follow we provide the proposed timeline, approach to the research questions, and our research plan.

Timeline

We confirm the following timeline with the assumption that the project will begin on January 6th, 2020.

Pay Equity Study Project Timeline



Research Questions

Below is our proposed approach to answering the research questions provided in the Scope of Work

Category	Questions	Approach & Experience
Overtime	<p>How is overtime allocated? Does it differ by gender or race/ethnic groups?</p> <p>What factors determine an employee's choice to accept or decline overtime?</p>	<p>We will analyze the compensation data to determine how overtime is allocated and if it is affected by different variables including gender, race and ethnicity. Upon analyzing the compensation data, we will see if any variables are statistically significant to indicate that a certain employee profile will accept or decline overtime. In addition, we will evaluate if an employee survey could help answer this question and analyze the results to yield additional insight.</p> <p>We completed a very similar assessment of overtime vs regular pay for the California Department of Public Health and how it differed amongst many variables including gender, ethnicity, age, level of education and years of service.</p>
Schedule	<p>How variable are employees' schedules?</p> <p>Does a more variable</p>	<p>Employee timecard data would be helpful to provide this level of analysis. Such data would help us analyze employee schedules to see if gender, race or ethnicity affect schedule variability and flexibility. Quantitative data analysis would help</p>

	<p>schedule correlate with gender or race/ethnic sorting?</p> <p>How flexible are employees' schedules and work hours?</p> <p>Does schedule flexibility correlate with gender or race/ethnic sorting?</p> <p>Is there evidence that an increase in schedule flexibility would encourage more hours worked?</p>	<p>us to understand if schedule flexibility encourages an increase in hours worked. If there is not sufficient evidence within the data, then a qualitative measure such as a survey can lead to additional insight. We would also suggest looking at additional qualitative measures such as the employees' performance review to see if scores improved based on the schedule type.</p> <p>In a similar project we completed for Qualcomm, we aimed to understand if schedule flexibility correlated with an increase in productivity. In this study, we not only utilized data corresponding to hours worked, but also analyzed employees performance review scores. This project also entailed analyzing the results of an employee survey with the aim of identifying if employees would be more productive given a more flexible schedule.</p>
Dependent Care	<p>What childcare options are available to city employees?</p> <p>Does elder or other family-related care play a role in hours worked, or the type of position selected ?</p> <p>Is there evidence that an increase in access to childcare would encourage more hours worked? What other child (or elder) care options would be welcomed by employees?</p>	<p>We will cross reference the available dependent care benefits, employee participation of those benefits and timecard data to see if there is a correlation between hours worked or position selection.</p> <p>To understand how these benefits would impact productivity, a survey and/or interviews would yield additional insight. The survey can also ask employees what other benefits they would like to see added and how this would impact their productivity.</p> <p>As part of the Climate Survey Study for Qualcomm, we analyzed the impact certain benefits have on employee morale and productivity.</p>
Recruitment	<p>How does the recruitment process affect who applies to City jobs?</p> <p>How representative are City applicants of the population of San Diego?</p> <p>What characteristics make an applicant more likely to be selected for a position at the City, if any?</p>	<p>Analyzing the recruitment process is a large interest of ours and a key to providing impactful change. We have done this at other organizations when we conducted our diversity studies.</p> <p>We will analyze the applicants and their profiles (gender, race, etc) to see how far they advanced in the recruitment process. This data will show how selections were made and if any changes can be recommended in the recruiting process.</p>

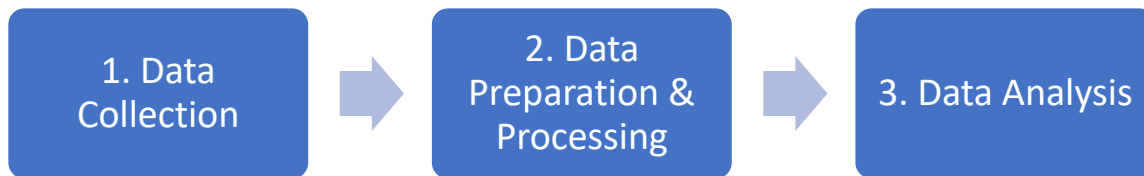
Furthermore, our proposed research plan is defined below and broken down into 3 main areas as requested in the Pay Equity Study RFP:

1. Quantitative Strategy
2. Qualitative Strategy
3. Supporting Literature

Please note that the proposed methods will be completed with the utmost security and sensitivity of employee personally identifiable information. We have a great deal of experience managing PII and de-identifying information if necessary. We completed similar studies for UCSD Health, Rady Children’s Hospital and Qualcomm which have incredibly strict standards for management of confidential information.

Research Plan – Quantitative Strategy

The methodology we will follow to accurately analyze the appropriate quantitative measures for the Pay Equity Study is illustrated in the three steps below.



Step 1. Data Collection – We will work with the City’s Performance and Analytics team in obtaining all of the necessary data required to complete this study. Below we outlined the specific items we believe are necessary and the steps we will follow to properly collect this information:

- 1) Obtain employee compensation information within the City’s annual required compensation reports.
- 2) Obtain employee counts and characteristics recorded in SAP as of January 1, 2019, and compensation information for calendar year 2018. (April 2019 Performance Audit of City Employee Pay Equity used employee counts and characteristics recorded in SAP as of January 1, 2018, and compensation information for calendar year 2017.)
- 3) Obtain master workforce data as of January 1, 2019 exported from SAP, the City’s workforce information system.
- 4) Ensure workforce data includes the following fields:
 - a) Line of work
 - b) Department & classification
 - c) Years of service with the City & hire date
 - d) Age
 - e) Gender
 - f) Race/ethnicity
 - g) Unpaid leave
 - h) Salary and wages (e.g. Assigned salary /regular pay, Overtime, Retirement benefits, Vacation payouts, Add-on pay, Flexible benefit credits)
 - i) Ensure employee compensation data includes employee number so that it can be integrated with master workforce data.
 - j) Seek additional metrics/fields to be used as potential covariates
 - i) Historical unpaid leave
 - ii) Work schedule

- iii) Dependents
 - iv) Child care benefits utilized
 - v) Recruitment avenue
 - vi) Tax filing status
 - vii) Commute length as distance/time between home address and work address
- 5) Obtain employee counts as of January 1, 2012 and compensation information for calendar year 2010 for brief historical comparisons.
 - 6) Obtain a separate dataset on City separations from the Personnel Department to ensure employees who left City employment in calendar year 2017 are not included in the Department of Finance's 2018 compensation report.
 - 7) Obtain a master workforce SAP report of City employees as of January 2019 and use it to assess whether the 2018 compensation report includes all appropriate City employees who were presently employed at the time.
 - 8) Test accuracy of employee characteristics recorded in SAP.
 - a) Request copies of employee information forms for a random sample of City employees regarding self-reported gender and racial/ethnic information. (April 2019 Performance Audit of City Employee Pay Equity used sample size of 63.)
 - b) Compare the forms to the demographic information listed for the employees in SAP.
 - c) Report any discrepancies between the information on the forms and the information within SAP.
 - d) Based on verification rate, estimate confidence level (percentage) and margin of error (percentage).
 - e) Determine whether level of confidence is acceptable for the purposes of the study.
 - 9) Collect data on education level and prior work experience, which is not tracked by the City.

Step 2. Data Preparation and Processing – After we collect the data we will prepare and process it for analysis. Below are the steps we plan to follow in detail:

- 1) Integrate the employee compensation data via employee number with master workforce data.
- 2) Group employees by type of work
 - a) Obtain and review groupings of employees by job classifications used in the April 2019 Performance Audit of City Employee Pay Equity.
 - b) Identify employee job classifications/roles created after April 2019 Performance Audit of City Employee Pay Equity.
 - c) Use research, professional judgment and interviews and conversations with departments to confirm these new employee groups.
- 3) Ensure the most relevant employees are being included by filtering the integrated dataset to include only full-time, active workers.
 - a) Include employees who are listed as full-time, active workers on January 1, 2019, and filter out employees who are not listed as full-time workers on January 1, 2018 – in order to remove employees who have only joined the City for a portion of the year.
 - b) Filter out employees who had 120 or more hours of unpaid leave in calendar year 2018 – for example for military deployment or attending to family needs – that may have made those employees' actual Box 5 earnings appear artificially low.
- 4) Create needed metadata variables such as the following:
 - a) Natural log of salary/wages (so that the coefficient of the male indicator has the interpretation of being the approximate percentage male-female pay gap conditional on other statistical controls contained in the model)
 - b) Male/female indicator (e.g., 1 for males and zero for females)
- 5) Perform data accuracy checks using a “summary table” with a high-level overview of sample size, mean, standard deviation, and minimum and maximum values.

Step 3. Analyze the Data – Once the data is collected, prepared and processed we will begin the analysis

- 1) Calculate “unadjusted” earnings gaps.
 - a) Group employees by gender and “ethnic origins” as identified in SAP and create pivot table results of employee Box 5 earnings.
 - b) Remove some of the positions within Police and Fire-Rescue to demonstrate the effects those positions and departments have on earnings gap results. (April 2019 Performance Audit of City Employee Pay Equity found that that removing sworn public safety personnel from the City workforce significantly closes the gender earnings gap, but not the racial/ethnic earnings gap.)
- 2) Calculate “adjusted” earnings gaps.
 - a) Use multivariate regression analysis in R with the added statistical controls to account for the impact of differences in every observable worker characteristic available including age, years of experience, and line of work.
 - b) Interpret the results including coefficients, p-values, and R-squared values to determine which variables matter, to what extent they account for differences in pay and whether there is any part of the pay difference that these variables do not explain.
- 3) Package code and data to ensure reproducibility of results
 - a) Raw data
 - b) Questionnaires
 - c) Data analysis code
 - d) Data cleaning code
 - e) Data dictionary/codebook

Research Plan – Qualitative Strategy

In addition to analyzing quantitative measures provided in the data, we will utilize qualitative methods in order to obtain more insight to answer the research questions. Below is the methodology we will follow:

- 1) Generate qualitative research questions/hypotheses and testing plan.
 - a) Evaluate research questions in RFP section 3A.
 - b) Use results from initial adjusted earnings analysis (quantitative) to generate additional root-cause hypotheses to test.
 - i) Where earnings gaps exist, identify impacted employee groups and work with City managers to determine testable root-cause hypotheses.
 - c) Create research plan and obtain implementation approval from proper channels to ensure appropriate sensitivities have been accounted for (e.g., legal, HR policy, anonymity, etc.). Research plan to include:
 - i) Research questions/hypotheses
 - ii) Required sample sizes and power calculations
 - iii) Data collection method(s)
 - iv) Methods of accounting for sensitivities
 - v) Statistical evaluation techniques
- 2) Collect data via surveys, interviews, etc.
- 3) Analyze data using appropriate statistical techniques based on research plan and interpret the results.

Research Plan – References

To support our proposed research plan we are referencing the following prior studies and research journals:

Performance Audit of City Employee Pay Equity. April 2019. Office of the City Auditor, City of San Diego.
Available at: https://www.sandiego.gov/sites/default/files/19-015_pay_equity_0.pdf

“False Positive, False Negative: Beyond the Surface of Gender Pay Equity”. Narine Karakhanyan and Dr. Josh Schaeffer. Workspan. June/July 2018. Available at: <https://www.equitymethods.com/articles/false-positivefalse-negative-beyond-surface-gender-pay-equity/>

“How to Analyze Your Gender Pay Gap: An Employer’s Guide”. April 2017. Dr. Andrew Chamberlain. Glassdoor. Available at: <https://www.glassdoor.com/research/app/uploads/sites/2/2017/04/GlassdoorHowtoAnalyzeGenderPayGap.pdf>

“Demystifying the Gender Pay Gap: Evidence from Glassdoor Salary Data,” Glassdoor Economic Research study. Available at <https://www.glassdoor.com/research/studies/gender-pay-gap/>

Possible Challenges

	Low Impact	High Impact
Low Likelihood	<ul style="list-style-type: none"> • Additional metrics/fields desired for quantitative study unavailable • Low power for some covariates due to low sample size • Unable to collect desired qualitative measures due to legal / HR concerns 	<ul style="list-style-type: none"> • Poor accuracy of employee characteristics recorded in SAP
High Likelihood	<ul style="list-style-type: none"> • Unable to collect data on education level and prior work experience 	<ul style="list-style-type: none"> • Lack of Survey Participation

Project Coordination Method

At Analytica we manage all of our projects carefully by providing timely status to our clients. For a project of this nature, we recommend holding weekly project coordination meetings between the City’s Department of Performance and Analytics team and Jennifer De La Cruz and Michael Marks. We will provide written status reports of these meetings providing a summary of accomplishments and identifying any risks or challenges.

Cost/Price Proposal

Below is our proposed cost for this study. We utilized the table provided in the RFP in Exhibit C. Once each milestone is reached and approved by the City, we will issue an invoice for the amounts provided in the table below.

Section 1: Deliverable and Milestone Costs	
	Cost
Milestone 1: Design Report	\$ 46,200
Draft design report	\$ 23,100.00
Final design report	\$ 23,100.00
Milestone 2: Data Collection	\$ 61,600
Quantitative data collection	\$ 30,800.00
Qualitative data collection	\$ 30,800.00
Milestone 3: Final Report	\$ 84,700
Draft final report	\$ 28,233.33
Final report	\$ 28,233.33
Executive summary/report brief	\$ 28,233.33
Milestone 4: Data Documentation	\$ 30,800
Raw data	\$ 6,160.00
Questionnaires	\$ 6,160.00
Data analysis code	\$ 6,160.00
Data cleaning code	\$ 6,160.00
Data dictionary/codebook	\$ 6,160.00
Milestone 5: Final Presentation Materials	7,700
	\$ 231,000

Section 2: Additional labor hours

In the event of post-implementation requirements, please list the hourly rate for each team member

Hourly Rate

List Team Members and Titles below. Describe positions and role in RFP response.

Jennifer De La Cruz, Director of Analytics
Engagement Director & Pay Equity Study Designer

\$ 150

Michael Marks, Senior Data Scientist
Pay Equity Study Designer & Author

\$ 120

References

Below are references for the projects we worked on and cited in this RFP response. Please feel free to contact them for further questions on the studies we completed.

Project	Reference Name	Contact Information
Qualcomm Diversity Study & Climate Survey Study	Vicki Mealer-Burke, Chief People Officer	vmealer@qualcomm.com
California Department of Public Health	Gary Nodine, Chief Information Officer	gary.nodine@cdph.ca.gov
Community College League of California	Lizette Navarette, Vice President	lizette@ccleague.org

Forms

The following forms are attached hereto:

- RFP Signature Page
- The Consultant Standards Pledge of Compliance Form
- Equal Opportunity Contracting forms including the Work Force Report and Consultants Certification of Pending Actions.

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:

City of San Diego Pay Equity Study

B. BIDDER/PROPOSER INFORMATION:

Steve Rimar			
Legal Name		DBA	
8910 Univeristy Center Lane, Suite 400	San Diego	CA	92122
Street Address	City	State	Zip
CEO & Founder	(858) 272-8260 ext 700		
Contact Person, Title	Phone	Fax	

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

* The precise nature of the interest includes:

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

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

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

Steve Rimar	CEO & Founder
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Owner of Analytica Consulting (proposed vendor)	
Interest in the transaction	

Jennifer De La Cruz	Director of Analytics
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Proposed Engagement Director	
Interest in the transaction	

Michael Marks	Senior Data Scientist
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Proposed Key Employee	
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: _____ State of incorporation: _____

List corporation's current officers: President: _____
Vice Pres: _____
Secretary: _____
Treasurer: _____

Type of corporation: C Subchapter S

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

If **Yes**, after what date: _____

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: 02/04/2015 State of formation: California

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

Steve Rimar, CEO & Founder, 8910 University Center Ln, Suite 400, San Diego, CA, 92122

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: JP Morgan Chase Bank

Point of Contact: Jonathan Gonzalez

Address: 8807 Villa La Jolla Dr, San Diego, CA, 92037

Phone Number: (858) 784-0299

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.: B2016006121 Year Issued: 2019

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: Qualcomm

Contact Name and Phone Number: Vicki Mealer-Burke

Contact Email: vmealer@qualcomm.com

Address: 5775 Morehouse Dr, Building N, San Diego, CA 92121

Contract Date: August 2016 - Present

Contract Amount: \$250,000

Requirements of Contract: Employee Diversity and Climate Survey Study

Company Name: California Community College League (CC League)

Contact Name and Phone Number: Lizette Navarette, (916) 245-5040

Contact Email: lizette@ccleague.org

Address: 2017 O Street Sacramento, CA 95811

Contract Date: July 2018 - Present

Contract Amount: \$150,000

Requirements of Contract: CEO Tenure & Retention Study

Company Name: California Department of Public Health (CDPH)

Contact Name and Phone Number: Kristen Cooper, (916) 531-0817

Contact Email: Kristen.Cooper@cdph.ca.gov

Address: 1616 Capitol Ave, Sacramento, CA 95814

Contract Date: June 2016 - June 2020

Contract Amount: \$500,000

Requirements of Contract: Headcount Utilization Study & Other Analytics Engagements

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 # pending (application # 0BmeWMxJ7J8%3d)

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: _____

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.

Steve Rimar, CEO & Founder

Name and Title



Signature

November 12, 2019

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.

Steve Rymar, CEO & Founder



11-12-19

Print Name, Title

Signature

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: Analytica Consulting, LLC

Certified By Steve Rimar Title CEO & Founder

Name



Signature

Date November 8, 2019

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: Analytica Consulting, LLC

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 8910 University Center Ln, Suite 400

City: San Diego County: San Diego State: CA Zip: 92122

Telephone Number: 858-272-8260 ext 0 Fax Number: _____

Name of Company CEO: Steve Rimar

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

Address: _____

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

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: LLC Type of License: Scientific & Technical Consulting Service

The Company has appointed: Steve Rimar

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: 8910 University Center Lane, Suite 400, San Diego, CA, 92122

Telephone Number: 858-272-8260 ext 700 Fax Number: _____ Email: steverimar@analyticaconsulting.

- 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 Analytica Consulting, LLC


(Firm Name)

San Diego, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this November day of 08, 2019


(Authorized Signature)

Steve Rimar

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Analytica Consulting, LLC

DATE: November 8, 2019

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

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		
Professional														
A&E, Science, Computer														
Technical					2	1						7	1	
Sales														
Administrative Support													1	
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column			1	2	1						8	2		
--------------------	--	--	---	---	---	--	--	--	--	--	---	---	--	--

Grand Total All Employees 14

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: Analytica Consulting, LLC

DATE: November 8, 2019

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

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 Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

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

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

RACE/ETHNICITY CATEGORIES

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

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

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

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

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

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

Exhibit A: Work Force Report Job Categories – Administration

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

Management & Financial

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

Professional

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

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

Services

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

Crafts

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

Installers, and Repairers
Woodworkers

Operative Workers

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

Transportation

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

Laborers

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

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

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

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

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

Glaziers

Helpers, Construction Trade

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

Millwrights

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

Misc. Const. Equipment Operators

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

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

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

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

Workers, Extractive Crafts, Miners