

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

Solicitation Number: 10089864-22-J

Solicitation Issue Date: March 17, 2022

Pre-Proposal Conference: No Pre-proposal conference will be held.

Questions and Comments Due: March 22, 2022 @ 12:00 p.m.

Revised Proposal Due Date & Time ("Closing Date"): April 25, 2022 @ 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

Submissions: Proposer is required to provide one (1) original 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. Due to COVID-19, electronic copies submitted through PlanetBids will be accepted. Instructions for electronic submissions are provided as an attachment in PlanetBids.**

**Request for Proposal (RFP) for  
Second Pay Equity Study**

<b>Solicitation Number:</b>	10089864-22-J
<b>Solicitation Issue Date:</b>	March 17, 2022
<b>Pre-Proposal Conference:</b>	No Pre-proposal conference will be held.
<b>Questions and Comments Due:</b>	March 22, 2022 @ 12:00 p.m.
<b>Proposal Due Date and Time (“Closing Date”):</b>	April 8, 2022 @ 2:00 p.m.
<b>Contract Terms:</b>	One (1) year from Effective Date, as defined in Article I, Section 1.2 of the City’s General Contract Terms and Conditions.
<b>City Contact:</b>	Janet Polite, Senior Procurement Contracting Officer 1200 Third Avenue, Suite 200 San Diego, California 92101 jpolite@sandiego.gov
<b>Submissions:</b>	Proposer is required to provide one (1) original 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.  <b>Note: Emailed submissions will not be accepted. Due to COVID-19, electronic copies submitted through PlanetBids will be accepted. Instructions for electronic submissions are provided as an attachment in PlanetBids.</b>

**CONSULTANT SERVICES CONTRACT RESULTING FROM  
REQUEST FOR PROPOSAL NUMBER RFP No 10089864-22-J, Second Pay  
Equity Study**

This Consultant Services Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # RFP No 10089864-22-J, Second Pay Equity Study (Consultant).

**RECITALS**

On or about 3/17/2022, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Consultant has the expertise, experience, and personnel necessary to provide the Services.

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. (Services).

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 Services to City as described in Exhibit B which is incorporated herein by reference, at the rate described in the Compensation and Fee Schedule (Attachment 1), 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 Purchasing Agent before providing Services.

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

**1.3 Contract Administrator.** The Performance & Analytics Department (Department) is the Contract Administrator for this Agreement. Consultant shall provide the Services under the direction of a designated representative of the Department as follows:

Tristan Lewis, Program Coordinator  
202 C Street, MS 8A  
San Diego, Ca. 92104  
(619) 235-5258  
tlewis@sandiego.gov

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

**1.5 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.

**1.6 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 \$ 300,000 CL. *(The not to exceed amount will be added in this final Contract prior to the final execution of the Contract by the City, with the Consultant's initials indicating acceptance.)*

**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.

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

**3.5 Eighty Percent Notification.** Consultant shall promptly notify City in writing of any potential cost overruns. Cost overruns include, but are not limited to the following: (1) where anticipated costs to be incurred in the next sixty calendar days, when added to all costs previously incurred, will exceed 80 percent of the maximum compensation for this Agreement; or (2) where the total cost for performance of the Scope of Services appears that it may be greater than the maximum compensation for this Agreement.

#### **ARTICLE IV CONSULTANT'S OBLIGATIONS**

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

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

**4.1.2 Cost Audit.** If there is a claim for additional compensation or for Additional Services, the City's Right includes the right to Records that the City determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

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

**4.1.4 City's Right Binding on Subcontractors.** Consultant shall include City's Right as described in this Section 5.1 in any and all of their subcontracts, and shall ensure that these sections are binding upon all Subcontractors.

**4.2 Subcontractors.** Consultant's hiring or retaining of any third parties (Subcontractors) to perform Services (Subcontractor Services) is subject to City's prior written approval. Consultant shall list all Subcontractors known to Consultant on the Subcontractor List at the time this Agreement is entered. Consultant shall give written notice to the City of the need at least 45 days before entering into a contract for such Subcontractor Services. Consultant's

notice shall include a justification, a description of the Scope of Services, and an estimate of all costs for Subcontractor Services. Consultant may request that City reduce the 45-day notice period. City agrees to consider such requests in good faith.

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

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

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

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

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

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

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

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

does not approve of a proposed replacement. Further, City reserves the right, after consultation with Consultant, to require any of Consultant's employees or agents to be removed from providing Services under this Contract.

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

**4.6 Information Security.** Consultant shall implement controls reasonably necessary to prevent unauthorized use, disclosure, loss, acquisition of, or access to any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person (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.

**4.6.1 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.

**4.6.2 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.

**4.6.3 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.

**4.6.4 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 WAGE REQUIREMENTS**

**5.1 Reserved.**

**ARTICLE VI  
CONTRACT DOCUMENTS**

**6.1 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.

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

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

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

2<sup>nd</sup> The Contract

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

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

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



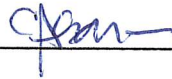
IN WITNESS WHEREOF, this Contract is executed by City and Consultant acting by and through their authorized officers.

CONSULTANT

CITY OF SAN DIEGO  
A Municipal Corporation

Analytica Consulting, LLC  
Proposer  
4660 La Jolla Village Dr., Suite 100 #3345  
Street Address  
San Diego, Ca 92122  
City/State/Zip  
858-272-8260 x705  
Telephone No.  
Info@analyticaconsulting.com  
E-Mail

BY:



Print Name:

Claudia C. Asarca  
Director, Purchasing & Contracting Department

September 22, 2022  
Date Signed

BY:

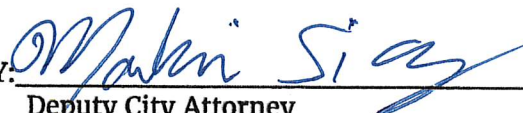
  
Signature of Proposer's Authorized Representative

Clifton Leung  
Print Name

Senior Director, Finance & Operations  
Title

4/19/2022  
Date

Approved as to form this 4<sup>th</sup> day of  
October, 2022.  
MARA W. ELLIOTT, City Attorney

BY:   
Deputy City Attorney  
Markeia Simmons

**EXHIBIT A  
PROPOSAL SUBMISSION AND REQUIREMENTS**

**A. PROPOSAL SUBMISSION**

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

**1.1 Reserved.**

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

**1.2.1 Due to Covid-19, electronic copies submitted through PlanetBids will be accepted. Instructions for electronic submissions are provided as an attachment in PlanetBids.**

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

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

**1.4.1 Reserved.**

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

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

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

**Tab A - Submission of Information and Forms.**

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

2.2 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work , the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer’s exceptions, reject proposer’s exceptions, and deem the proposal non-responsive, or award the Contract without proposer’s proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.3 The Contractor Standards Pledge of Compliance Form.

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

2.5 Reserved.

2.6 Licenses as required in Exhibit B.

2.7 Additional Information as required in Exhibit B.

2.8 Reserved.

2.9 Reserved.

2.10 Reserved.

**Tab B - Executive Summary and Responses to Specifications.**

2.11 A title page.

2.12 A table of contents.

2.13 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.

2.14 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:

	MAXIMUM EVALUATION POINTS
<b>A. Responsiveness to the RFP.</b>	<b>20</b>
1. Requested information included and thoroughness of response	
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary.	
<b>B. Staffing Plan.</b>	<b>15</b>
1. Qualifications of personnel adequate for requirement	
2. Clearly defined Roles/Responsibilities of personnel	
3. Documentation proof for Staff who have passed/cleared any security background checks	
<b>C. Proposer's Capability to provide the services and expertise and Past Performance.</b>	<b>45</b>
1. Experience 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	

	<u>MAXIMUM EVALUATION POINTS</u>
6. Relevant experience of the Proposer and Subcontractors	
7. Past/Prior Performance	
8. Reference checks	
<b>D. Price.</b>	<b>10</b>
<b>E. Mandatory Presentation.</b>	<b>10</b>
1. Process	
2. Timeline	
3. Past Experience	
4. Example of Final Work Product	
5. Thoroughness and Clarity of Presentation	
SUB TOTAL MAXIMUM EVALUATION POINTS:	<hr/> <b>100</b>
<b>F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*</b>	<b>12</b>
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	<hr/> <b>112</b> <hr/>

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

**4. Rejection of All Proposals.** The City may reject any and all proposals when to do so is in the City’s best interests.

**D. ANNOUNCEMENT OF AWARD**

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

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

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

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



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

**1. Insurance Documents.** Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions, attached hereto as Exhibit C. Includes Proof of Professional Liability Insurance (Errors and Omissions).

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

**6. Consultant Award Tracking Form**

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

**8. Conflict of Interest Certification**

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

## EXHIBIT B SCOPE OF WORK

### A. SPECIFICATIONS

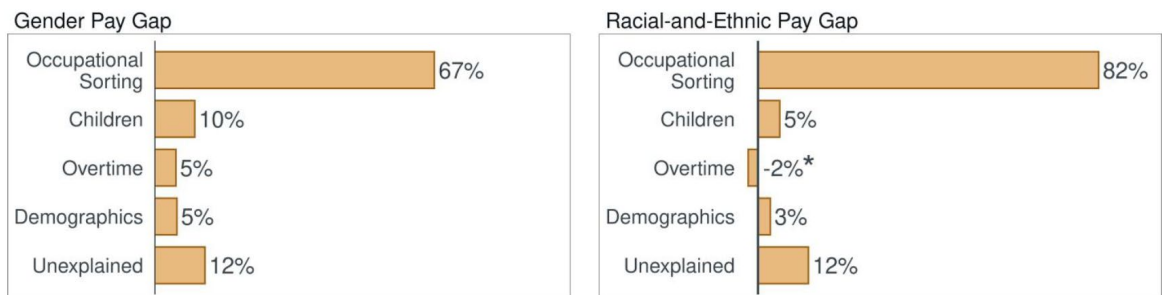
#### I. BACKGROUND

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 2021 City Council resolution calls 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 gender and racial/ethnic groups.

In 2020, the first Pay Equity Study was produced for the City by a third-party research firm. This study also found significant gaps in pay between employee groups and built on the audit report by identifying the sources of the pay gap. This report used employee data from 2019.

**2019 Citywide Total Pay Gap - Source Breakdown Estimates**



\*On average, people of color took more overtime than whites, reducing the overall pay gap.

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

[https://www.sandiego.gov/sites/default/files/19-015\\_pay\\_equity\\_o.pdf](https://www.sandiego.gov/sites/default/files/19-015_pay_equity_o.pdf)

Full text and results of the 2020 Pay Equity Study may be found at:

[https://www.sandiego.gov/sites/default/files/2020\\_sd\\_pay\\_equity\\_report.pdf](https://www.sandiego.gov/sites/default/files/2020_sd_pay_equity_report.pdf)

Additional Employee Attributes may be found in the Human Capital Factbook:

[https://www.sandiego.gov/sites/default/files/19-001\\_citywide\\_human\\_capital\\_fact\\_book.pdf](https://www.sandiego.gov/sites/default/files/19-001_citywide_human_capital_fact_book.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. Primary language spoken
    - v. Other variables as appropriate;
  - b. Interactions between race and ethnicity and gender
    - i. Men of color / white men
    - ii. Women of color / white women
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. Qualitative methods should seek to fill gaps in the quantitative data.
5. Review which recommendations from the previous study have been implemented, and to what extent changes in the pay gap can be attributed to them.
6. Conduct a department/position analysis: based on aggregate results of the study, the Contractor will select positions and departments most affected by occupational sorting. They will then analyze whether changes in the gender or race of a position holder, over time, are associated with changes on the expected salary of said position.
7. Promotion trajectories: define a subsample of profiles or individuals to assess whether their tenure in the City and their potential to promote is associated to their race and/or gender.
8. Racial disaggregation: where possible, disaggregate further than *White* and *Person of Color* categories.

#### **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 Department will work with the Contractor to determine a final list of research questions after the contract is awarded. The questions can be answered through a mix of quantitative and qualitative methods.

For each of these categories, the Contractor should seek to understand:

- differences between groups (gender; race/ethnicity); and,
- how differences in gender and race/ethnicity interact or compound. See example in the *Overtime* category.

Many of the research questions identified below were sufficiently addressed in the prior study. The intent of the second pay equity study is to delve deeper into root causes driving the findings of the first study, as well as to track any changes over the last two years. For example, the 2020 study found that women are being filtered out of the hiring pool for Police Officers. This study should seek to understand what may be contributing to women being filtered out.

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> <p>How do gender, race and ethnicity interact in regard to overtime? For example, do women of color take more overtime than white women?</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 qualifying dependent care options are available to City employees?</p> <p>Does dependent-related care play a role in hours worked, or the type of position selected (full-time versus part-time positions)?</p>

	<p>What is the relationship between dependent care and overtime?</p> <p>Is there evidence (internal or external to City) that an increase in access to dependent care would encourage more hours worked?</p> <p>What dependent 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 a position at the City, if any?</p>
Position and Promotion Analysis	<p>At what rate are employees promoting within their department and are there any correlations to observable characteristics?</p> <p>How do skilled trade certifications (HVAC, Electrical) impact internal mobility within departments? Is there any relationship between training costs and internal promotions?</p> <p>Are the expected salaries of specific positions affected by the race and/or gender of the employee?</p> <p>Are promotions related to any observable employee characteristics?</p> <p>Is there any relationship between the number of promotions applied for, received, and race and/or gender? For example, does one group submit fewer applications for promotions but receives them more often?</p> <p>How many position classifications and/or special salary adjustments have been launched and by which department? Who typically initiates these reviews?</p>

**B. Expected Data Sources**

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

1. Related Personnel and other employee records, including payroll, for the City's approximately 11,000 employees;
2. HR systems of record;
3. Auditor's data from prior study, including the following control variables used by the City Auditor:
  - Line of work
  - Department & classification

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

4. Data and analysis code from previous study;

The City datasets to be provided are panel data stored in City SAP systems and can be delivered as one or more comma-delimited text files.

Qualitatively, the Contractor will be able to select employees for focus groups and/or key informant interviews. We are expecting that this study will include more qualitative research than the two prior studies. Given this, it is expected that focus groups and/or key informant interviews will be included in the proposal.

**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 Department 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, and minor edits may be requested after the presentations are completed.

The table below describes the deliverables and estimated timelines associated with each milestone. Timelines are tentative and will be finalized in coordination with the successful Contractor.

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	February 2023
	Final report	April 2023
	Executive summary/report brief	April 2023

4: Data Documentation	Raw data Questionnaires Data analysis code Data cleaning code Data dictionary / codebook	April 2023
5: Presentation	Final presentation materials Finalized materials (after comments)	April 2023 May 2023

**IV. CONTRACTOR QUALIFICATIONS**

The Contractor must be able to form a team with 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. Strong experience with qualitative research methods, including focus groups and/or key informant interviews; preference given to those with a background in gender or race studies
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 and/or academic background highlighting relevant projects or services that have been completed and role(s) in each project or services
3. Educational background
4. Any relevant professional activities and/or 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. The explanation can include, but isn't limited to: academic research, education, professional experience.]
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 within 10 days of 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 June 30, 2023, but should 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.

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

1. Quantitative strategy:
  - a. Proposed variables to be included
  - b. Proposed models to be tested
2. Qualitative strategy
  - a. Literature review, interviews, focus groups, and/or other qualitative data collection and analysis 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 Performance & Analytics Department, 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.

**IX. COMPENSATION AND FEE SCHEDULE**

Proposer must complete the Compensation and Fee Schedule (Attachment 1) in its entirety or the proposal may be deemed non-responsive.

Attachment 1  
**Compensation and Fee Schedule**

Section 1: Deliverable and Milestone Costs	
	Cost
Milestone 1: Design Report	\$ -
Draft design report	\$ -
Final design report	\$ -
Milestone 2: Data Collection	\$ -
Quantitative data collection plan	\$ -
Qualitative data collection plan	\$ -
Milestone 3: Final Report	\$ -
Draft final report	\$ -
Final report	\$ -
Executive summary/report brief	\$ -
Milestone 4: Data Documentation	\$ -
Raw data	\$ -
Questionnaires	\$ -
Data analysis code	\$ -
Data cleaning code	\$ -
Data dictionary/codebook	\$ -
Milestone 5: Final Presentation Materials	-
<b>Section 1 Total:</b>	<b>\$ -</b>

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.	
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -

## 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.

<b>Section 1: Deliverable and Milestone Costs</b>	
	Cost
Milestone 1: Design Report	\$36000
Draft design report	\$27000
Final design report	\$9000
Milestone 2: Data Collection	\$45000
Quantitative data collection	\$18000
Qualitative data collection	\$27000
Milestone 3: Final Report	\$156750
Draft final report	\$78375
Final report	\$62700
Executive summary/report brief	\$15675
Milestone 4: Data Documentation	\$6000
Raw data	\$1200
Questionnaires	\$1200
Data analysis code	\$1200
Data cleaning code	\$1200
Data dictionary/codebook	\$1200
Milestone 5: Final Presentation Materials	\$6000
<b>Total Cost</b>	<b>\$249,750</b>

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	\$ 250
Michael Marks, Principal Data Scientist Pay Equity Study Designer & Author	\$ 200
Mike Pelz Qualitative Study Designer & Study Co-Author	\$ 150
Emily Rail Study Co-Author	\$ 150



**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 3<sup>rd</sup> Avenue, Suite 200  
San Diego, CA 92101-4195

### ARTICLE III COMPENSATION

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

**3.2 Invoices.**

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

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

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

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

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

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

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

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

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

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

## **ARTICLE IV SUSPENSION AND TERMINATION**

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

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

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

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

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

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

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

**4.5 Contractor's Right to Payment Following Contract Termination.**

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

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

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

## **ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VI INTELLECTUAL PROPERTY RIGHTS**

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

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

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

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

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

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



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

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

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

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

## **ARTICLE VII INDEMNIFICATION AND INSURANCE**

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

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

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

Contractor shall provide, at a minimum, the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VIII BONDS**

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

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

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

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

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

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

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

## **ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS**

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

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

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

### **9.1.3 Non-Discrimination Requirements.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW**

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

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

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

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

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

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

## **ARTICLE XI DISPUTE RESOLUTION**

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

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

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

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

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

## **ARTICLE XII MANDATORY ASSISTANCE**

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



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

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

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

### **ARTICLE XIII MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**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), 10089864-22-J

**Revised Closing Date: April 25, 2022**  
@ 2:00 p.m.

RFP to provide the City of San Diego with **Second 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:** The RFP due date has been changed from April 8, 2022 to **April 25, 2022** and is in **bold** font.)
2. Remove the original Signature Page (Page 7) and replace with the attached Addendum A, Signature Page (Page 7).

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT

*Janet Polite*

Janet Polite  
Senior Procurement Contracting Office

March 24, 2022

**Addendum A**  
**March 24, 2022**

**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), 10089864-22-J

Revised Closing Date: April 25, 2022  
@ 2:00 p.m.

RFP to provide the City of San Diego with **Second 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.
2. Remove the Addendum A Signature Page (Page 7) and replace with the attached Addendum B, Signature Page (Page 7).
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*

Janet Polite  
Senior Procurement Contracting Office

April 19, 2022

**Addendum B**  
**April 19, 2022**

**RFP 10089864-22-J,  
Second Pay Equity Study  
Questions and Answers**

**Question 1:** A start date for the project was not indicated in the solicitation. Can you please advise if there is a planned start date?

**Response:** The project start date is estimated to be within two weeks from the contract award date. The City anticipates awarding a contract within the first two weeks of June 2022.



**Response to Solicitation No. 10089864-22-J**  
The City of San Diego  
Second Pay Equity Study  
April 25<sup>th</sup>, 2022

## Table of Contents

<b><i>Executive Summary</i></b>	<b>3</b>
<b>Implementation Plan</b>	<b>16</b>
Timeline	16
Research Questions	17
Research Plan – Quantitative Strategy	20
Research Plan – Qualitative Strategy	24
Research Plan – References	25
Possible Challenges	26
Project Coordination Method	26
<b><i>Cost/Price Proposal</i></b>	<b>28</b>
<b><i>References</i></b>	<b>30</b>
<b><i>Forms</i></b>	<b>31</b>



## Executive Summary

Analytica Consulting is a **Certified California Small Business based in San Diego (SLBE # 17AC1669)** that specializes in **analytical studies**, data visualization, statistical analysis, predictive modeling and machine learning. Our firm has domain expertise providing studies in several areas including **Human Resources**, Healthcare, Finance, Sales, Marketing, Manufacturing, and Operations.

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

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

- **City of San Diego 2020 Pay Equity Study** - Our firm successfully completed the first comprehensive pay equity study of San Diego’s city workforce which included analyzing compensation and benefits by employee demographic. The result was a 165 page in-depth study published and reviewed by the City Council and the Mayor. The study was also featured in the [San Diego Union Tribune](#).
- **County of San Diego In-Custody Death Study** – Our firm was selected by the Citizens Law Enforcement Review Board (CLERB) to provide a [comprehensive study](#) analyzing in-custody deaths within San Diego County jails. The study analyzed unique aspects of the San Diego county prison system and compared it with similar counties within California. This study was peer reviewed by leading experts in biostatistics and criminalistics, and was also featured in the San Diego Union Tribune: [Review board study finds large number of 'excess deaths' in San Diego County jails - The San Diego Union-Tribune](#)
- **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.

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 the City of San Diego, County of San Diego, 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 over 50 years of combined expertise in quantitative research methods and 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 in 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 previously worked with the City of San Diego to ensure we followed the highest level of security and compliance when working with Personally Identifiable Information.

## 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, Principal Data Scientist. These two individuals have over **50 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
<i>Jennifer De La Cruz</i> Engagement Director	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"> <li>• MBA from Wharton</li> <li>• Master's in Engineering from Stanford</li> <li>• Master's in Data Science &amp; Engineering from UCSD</li> <li>• 25 years of experience in consulting &amp; analytics</li> </ul>
<i>Michael Marks</i> Principal Data Scientist, Pay Equity Study Designer & Lead Author	Principal 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"> <li>• Master's in Data Science from UC Berkeley</li> <li>• 10+ years of experience in consulting, research, &amp; analytics</li> <li>• Lead author of 2020 Pay Equity Study for the City of San Diego</li> </ul>
<i>Mikael Pelz, PhD</i> Qualitative Study Designer & Study Co-Author	Mikael will lead the design, implementation, and reporting for the qualitative part of this study. He will also serve as QA and co-author for the quantitative study.	<ul style="list-style-type: none"> <li>• Ph.D in Political Science</li> <li>• 10+ years of broad experience in social science research with multiple academic publications</li> <li>• Conducted quantitative and qualitative audits for child welfare state contracts</li> </ul>
<i>Emily Rail</i> Study Co-Author	Emily will be assisting with analysis of data and aid with writing the study.	<ul style="list-style-type: none"> <li>• Co-Author on 2020 Pay Equity Study for the City of San Diego</li> <li>• Master's in Data Science from UC Berkeley</li> </ul>

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 Emily Rail	<ul style="list-style-type: none"> <li>• City of San Diego 2020 Pay Equity Study - Jennifer, Michael and Emily worked together to author the first pay equity study for the city which analyzed compensation, human capital, diversity and organizational effectiveness.</li> <li>• 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.</li> <li>• 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</li> </ul>

		<p>Resources.</p> <ul style="list-style-type: none"> <li>● Michael has led multiple consulting engagements evaluating various healthcare organizations, utilizing both quantitative and qualitative techniques.</li> </ul>
Experience with quantitative research methods	Jennifer De La Cruz Michael Marks Mikael Pelz, PhD Emily Rail	<ul style="list-style-type: none"> <li>● Jennifer holds a Master’s Degree in Data Science &amp; 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</li> <li>● 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 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.</li> <li>● 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.</li> <li>● City of San Diego 2020 Pay Equity Study - Jennifer, Michael and Emily worked together to author the first pay equity study for the city which analyzed compensation, human capital, diversity and organizational effectiveness.</li> <li>● County of San Diego In-Custody Death Study - Jennifer, Michael and Mikael worked together to provide a comprehensive quantitative study analyzing in-custody deaths within San Diego County jails.</li> </ul>
Experience with qualitative research methods	Jennifer De La Cruz Michael Marks Mikael Pelz, PhD	<ul style="list-style-type: none"> <li>● City of San Diego 2020 Pay Equity Study - <ul style="list-style-type: none"> <li>○ Initial interviews were conducted early in the project to understand overall processes and what data was available to use for the study. This included interviews with representatives from the following departments: <ul style="list-style-type: none"> <li>▪ Risk Management</li> <li>▪ Personnel</li> <li>▪ Human Resources</li> </ul> </li> <li>○ Once the Analytica team had initial job types created based on the career progressions seen in the data, these job types were reviewed (and subsequently revised) with representatives from the following departments: <ul style="list-style-type: none"> <li>▪ Parks and Recreation <ul style="list-style-type: none"> <li>● Department-wide</li> <li>● Open Space</li> <li>● Metro Parks</li> <li>● Golf</li> </ul> </li> <li>▪ Engineering</li> <li>▪ Libraries</li> <li>▪ City Treasurer</li> <li>▪ Public Utilities</li> </ul> </li> </ul> </li> </ul>

		<ul style="list-style-type: none"> <li> <ul style="list-style-type: none"> <li> <ul style="list-style-type: none"> <li>▪ Public Works</li> </ul> </li> <li>○ An initial draft of findings and recommendations were reviewed with representatives from the following departments:           <ul style="list-style-type: none"> <li>▪ Personnel</li> <li>▪ Risk Management</li> <li>▪ Fire Department</li> <li>▪ Police Department</li> </ul> </li> </ul> </li> <li>● Mikael has experience conducting various types of social science research through his PhD training in political science and as a professor of political science, in which he taught research methods.</li> <li>● Mikael’s survey research has been published in several academic journals.</li> <li>● Michigan Child Welfare Contracts - Mikael conducted qualitative and quantitative audits to determine if foster agencies were in compliance with state contracts.</li> <li>● 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.</li> <li>● 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.</li> <li>● Michael has experience conducting various focus groups and interviews throughout his consulting career. He has also designed, conducted, and analyzed multiple survey research studies.</li> </ul>
Experience working with Personally Identifiable Information (PII)	Jennifer De La Cruz Michael Marks Emily rail	<ul style="list-style-type: none"> <li>● City of San Diego 2020 Pay Equity Study - Jennifer and Michael worked with highly sensitive PII to complete this study</li> <li>● Qualcomm Climate Survey Study – Jennifer and Michael worked with very sensitive PII related to Qualcomm employee information including ethnicity and age</li> <li>● Rady Children’s Hospital of San Diego – Jennifer and Michael worked with sensitive PII analyzing patient medical records.</li> <li>● 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.</li> </ul>

# JENNIFER DE LA CRUZ

jenniferdelacruz@analyticaconsulting.com

## **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:

- San Diego PayEquity Study – Led the design and development of San Diego's most comprehensive pay equity study in 2020
- California Department of Public Health COVID-19 Data Task Force – Led the design and development of all COVID-19 data analytics activities for the State of California including positive cases, deaths, ICU bed capacity, hospitalizations and vaccinations
- 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

## SUMMARY OF QUALIFICATIONS

Michael has over 10 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

*Principal Data Scientist*

- San Diego Pay Equity Study – Lead data scientist and author of San Diego's most comprehensive pay equity study in 2020
- County of San Diego In-Custody Death Study - Lead author and data scientist on comprehensive study analyzing in-custody deaths within San Diego County jails. Study was published on the front page of the San Diego Union Tribune.
- California Department of Public Health COVID-19 Data Task Force – Led the design and development of all COVID-19 data analytics activities for the State of California including positive cases, deaths, ICU bed capacity, hospitalizations and vaccinations
- 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>
- San Diego 2020 Pay Equity Study - [https://www.sandiego.gov/sites/default/files/2020\\_sd\\_pay\\_equity\\_report.pdf](https://www.sandiego.gov/sites/default/files/2020_sd_pay_equity_report.pdf)
- County of San Diego In-Custody Death Study - <https://www.sandiegocounty.gov/content/dam/sdc/clerb/docs/in-custody-death-study/Att.G-CLERB%20In-Custody%20Death%20Study.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

# Mike Pelz, PhD

mikaelpelz@analyticaconsulting.com

## Summary of Qualifications

Mike is a seasoned data consultant and an expert in utilizing various analytical and statistical tools to discover vital information and aid in organizational decision making. He develops concise reports and data dashboards to clearly communicate and interpret key trends and findings. His expertise covers a variety of business intelligence tools and data analytics languages including SAS, SPSS, Stata, R, Tableau, Qualtrics, Microsoft SQL server, and Microsoft Office Suite.

## Professional Work Experience

**Analytica Consulting** – San Diego, CA

2021 – Present

*Senior Data Consultant*

- San Diego County In-Custody Death Study – Co-authored a comprehensive study examining differences in in-custody deaths in California county jails over the last decade.

**West Michigan Partnership for Children** – Grand Rapids, MI

2019 – 2021

*Data Analytics Lead*

- Operationalized the development and implementation of strategies, plans, and tools for the monitoring of the continuous quality improvement of foster care in Kent County, Michigan. Tracked and analyzed data for the evaluation of foster care program activities.
- Generated new dashboards for executives, case managers, and agencies to monitor key performance indicators.
- Developed analytical and data tools to track the performance of foster care using predictive models and machine learning and taught staff how to utilize these tools.
- Established and maintained data management infrastructure by working with different data platforms and third-party providers.
- Conducted independent analysis and reports on programmatic aspects of the foster care system.
- Trained performance quality improvement coordinators on statistical and data analysis techniques.

**Research and Evaluation Associates** – Grand Rapids, MI

2019 – 2021

*Data Analytics Consultant*

- Generated statistical analysis and developed statistical models and tools for the evaluation of juvenile probation, former inmate reentry, and healthy marriage programs.

**Behavioral Science Research Institute** – Miami, FL

2019 – 2021

*Research Consultant*

- Assisted in the development of policy white papers examining rapid test and treat syringe exchange programs (SEPs) and Housing First policies.

**Calvin University** – Grand Rapids, MI

2011 – 2019

*Assistant Professor of Political Science*

- Assessed emerging needs and strengthened curriculum while collaborating with key stakeholders to improve learning processes and outcomes. Designed and published research for community leaders, scholars, and the informed public. Developed program budgets and forecasted revenue and expenses. Hired and managed multiple teams of research assistants.
- Recognized for research published in academic journals, books, and public interest publications.
- Developed and administered national and local off-campus programs in Washington DC and Detroit.
- Integrated research methodologies and technology in political science curriculum.
- Awarded several grants to employ a team of research assistants to conduct original research.
- Fostered co-curricular programs that promoted constructive dialogue on complex political issues.

## Education and Certifications

- University of Missouri, Columbia, MO  
PhD in Political Science (American Politics and Public Policy)
- University of Missouri, Columbia, MO  
MA in Political Science  
University of Sioux Falls, Sioux Falls, SD  
BA in Mass Communications

### **Skills and Abilities**

- Expert in statistical analysis, machine learning, and data management using software packages Stata, R, SAS & SPSS
- Skilled in each stage of survey research including development, sampling, administration, and analysis
- Strong competency of Tableau, Qualtrics, Microsoft SQL server, and Microsoft Office Suite including Excel pivot tables, functions, graphs, and charts
- Record of publishing rigorous academic and peer-reviewed research

# Emily Rail

emilyrail@analyticaconsulting.com

## Summary of Qualifications

Emily earned a Master's Degree in Data Science from the University of California, Berkeley as well as a Bachelor of Science in Environmental Engineering. She uses a variety of skills for business and data analysis including Python, R, Tableau, and SQL. Emily has 5 years of experience working within the data analytics industry with domain knowledge within the energy and environmental space.

## Professional Work Experience

### **Analytica Consulting, San Diego, CA**

2020 – Present

#### *Senior Consultant*

- City of San Diego, Pay Equity Study - Co-authored a large scale analytical study which examined the salary and benefits of 11,000 city employees. The study helped identify areas of improvement by employee demographics to ensure fair and equitable compensation. Provided statistical analysis, developed the final report and documented data sources and developed data dictionaries.
- California Community College Chancellor's Office - Gathered requirements and led the design and development of dashboards to help stakeholders understand key drivers of district funding as a result of significant funding structure changes.
- California Air Resources Board, Data Management Program - Performed business analysis and led the development and implementation of the data management program to create a structured repository of thousands of datasets.

### **Altura Associates, Irvine, CA**

2016 – 2020

#### *Senior Business Analyst*

- Analyzed a nation-wide portfolio of over 150 medical buildings to determine feasible energy projects and developed dashboard showing real-time investment, ROI, implementation timeline and net savings over a ten-year outlook
- Co-ran environmental recognition program for nationwide client facilities, including re-designing, maintaining and auditing to increase impact and maintain the integrity of the program
- Created and analyzed a database of 500+ commercial buildings' energy and environmental data to determine programmatic trends, relationships, and gaps which led to identifying specific initiatives to increase carbon savings by 14%
- Developed an energy dashboard tailored for various stakeholders at a California airport to view and analyze real-time central plant energy performance and identify energy and cost savings opportunities
- Applied automated fault detection analytics to energy system databases for various clients to identify efficiency opportunities
- Completed an in-depth analysis of use trends for a nation-wide electric vehicle charging station installation program, including a financial analysis of energy cost impacts and recommended ways to recover projected cost increases

#### *Business Analyst*

- Designed and presented a carbon tax and revolving fund implementation plan to enable our client to reach their carbon reduction goals
- Created processes and data interconnections across multiple platforms to automate report writing
- Automated analysis processes to allow real-time reporting of carbon savings and decrease time spent on reporting by 50%

### **CB&I, Chicago, IL**

2015 – 2016

#### *Energy Engineer Intern*

- Assessed year-over-year project finances, identified improvement opportunities, and presented an analysis of project effectiveness to project leaders

- Created a database to track project data and accomplishments across 5 departments in Facilities and Plant Services

### **Education and Certifications**

University of California, Berkeley – Berkeley, CA  
M.S. Information and Data Science

Northwestern University – Evanston, IL  
B.S. Environmental Engineering, certificate from Institute of Sustainability and Energy

### **Skills and Abilities**

- Highly proficient in Tableau to create dashboards and perform ad-hoc analytics
- Experience with predictive modeling and data mining methods utilizing R and Python
- Expertise in sourcing, cleaning, analyzing, and visualizing data.

## Implementation Plan

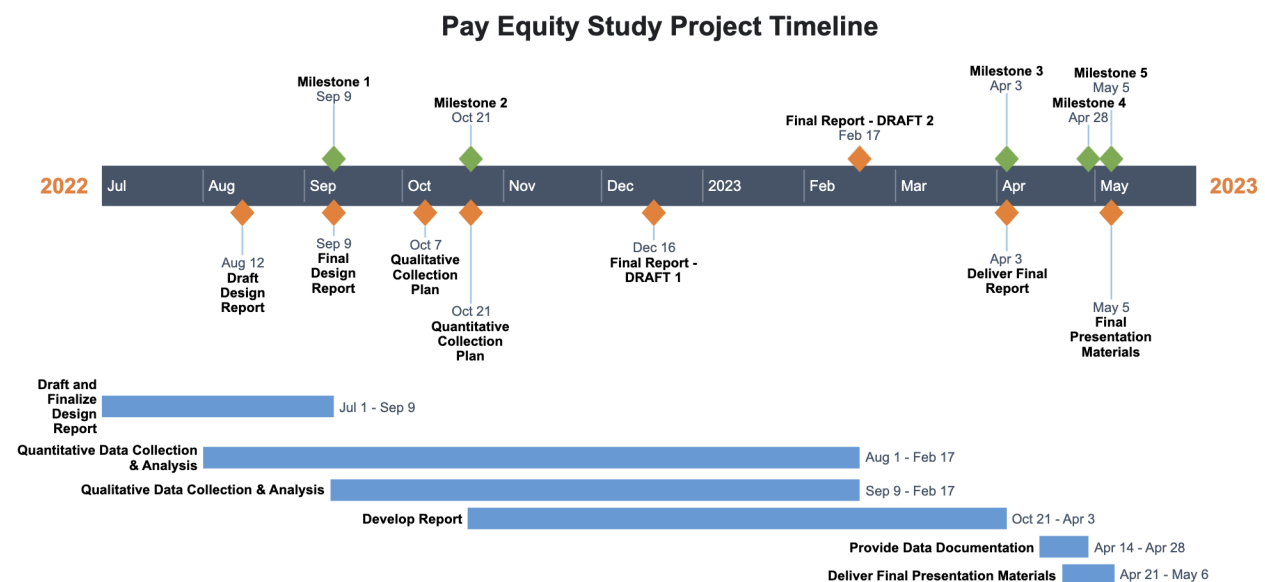
We have carefully read through the Scope of Work contained in Exhibit B of the Second Pay Equity RFP. We confirm this study will focus on reviewing the previous study's 4 objectives with additional objectives added (see #5-#8 below)

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 and interactions between race, ethnicity and gender)
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
5. Review which recommendations from the previous study have been implemented, and to what extent changes in the pay gap can be attributed to them.
6. Conduct a department/position analysis: based on aggregate results of the study, the Contractor will select positions and departments most affected by occupational sorting. They will then analyze whether changes in the gender or race of a position holder, over time, are associated with changes on the expected salary of said position.
7. Promotion trajectories: define a subsample of profiles or individuals to assess whether their tenure in the City and their potential to promote is associated to their race and/or gender.
8. Racial disaggregation: where possible, disaggregate further than White and Person of Color categories.

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

### Timeline

Based on our experience working on the 2020 Pay Equity Study, we provided the following project plan. We understand the goal is to complete the Pay Equity Study report in April 2023 and the project will begin in July 2022. This timeline is slightly longer than the 2020 Pay Equity Study timeline and can be adjusted to accommodate a later start or an earlier completion.



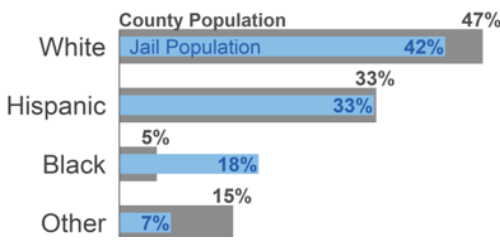
## Research Questions

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>How do gender, race and ethnicity interact in regard to overtime? For example, do women of color take more overtime than white women?</p>	<p>We will repeat our overtime analysis from the previous study with updated data. Example conclusions from that analysis included:</p> <ol style="list-style-type: none"> <li>1. Overtime accounted for 5% of the citywide gender pay gap.</li> <li>2. Men work more overtime than women and people of color work more overtime than whites.</li> <li>3. Mothers of three or more children worked about 154 fewer overtime hours per year than fathers of three or more children.</li> <li>4. Citywide, people of color work about 24 hours more overtime per year than Whites.</li> <li>5. City firefighters of color work about 176 hours more overtime per year than their white counterparts.</li> </ol> <p>We will also expand this previous analysis to look at smaller groups like disaggregated race/ethnicity and gender combination (e.g. hispanic women, black men, etc.). This will enable us to understand the interaction of race/ethnicity and gender on overtime utilization.</p> <p>The above analysis looks at overtime <i>utilization</i>, but it does not cover the overtime opportunities made available to employees or the amount of overtime they desire working. To study this, we will leverage our qualitative study techniques (e.g., interviews, surveys, and focus groups).</p> <p>Additionally, we will meet with representatives from the fire department to see if any progress has been made on our previous study's recommendation to systematically track and monitor department overtime by gender, race, and ethnicity, and source (i.e., voluntary, mandatory, or wildland fire). If they have been able to do that, we will use that data to investigate questions such as, "Are female firefighters volunteering for overtime at lower rates than men and, if so, why?"</p>
Schedule	<p>How variable are employees' schedules?</p> <p>Does a more variable schedule correlate with gender or race/ethnic sorting?</p> <p>How flexible are employees' schedules and work hours?</p>	<p>There are a few potential ways to analyze this issue quantitatively. For salaried employees, we can analyze whether their job status is full-time, 3/4 time, or 1/2 time, and how that status has changed over time. For hourly employees, we could acquire and analyze employee timecard data for a select number of positions. Such data would help us analyze employee schedules to see if gender, race or ethnicity affect schedule variability and flexibility.</p> <p>To understand additional elements of employee flexibility like opportunities for remote work, we will need to utilize our qualitative study techniques (e.g., interviews, surveys and</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>focus groups).</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>												
<p>Dependent Care</p>	<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>In our previous study, we used the employee benefits data to determine the number of dependents each employee had and the birthdates of those dependents. With that information we segmented employees into those with elder and/or child dependents, and those without. We then analyzed if there were differences in the hours worked, or type of position selected, between groups.</p> <p>We can utilize the employee dependent data to identify a pool of potential candidates for qualitative study. Our focus groups, interviews, and/or surveys will then be used to identify what childcare options are available to city employees and determine what options they would welcome. In addition to surveying city employees, we can also utilize literature reviews to see if there is evidence that an increase in access to childcare would encourage more hours worked.</p> <p>As part of the Climate Survey Study for Qualcomm, we analyzed the impact certain benefits have on employee morale and productivity.</p>												
<p>Recruitment</p>	<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>We conducted extensive recruitment analysis in the 2020 pay equity study that addressed the majority of these research questions. We will redo all of the previous analysis with updated data to see how things have changed. We will also expand that previous analysis to look at smaller groups like disaggregated race/ethnicity and gender combination (e.g. hispanic women, black men, etc.).</p> <div data-bbox="706 1428 1380 1627"> <table border="1"> <thead> <tr> <th>Stage</th> <th>Men (%)</th> <th>Women (%)</th> </tr> </thead> <tbody> <tr> <td>Applied (7224 People)</td> <td>80%</td> <td>20%</td> </tr> <tr> <td>Qualified (1225 People)</td> <td>90.2%</td> <td>9.8%</td> </tr> <tr> <td>Hired (174 People)</td> <td>82.2%</td> <td>17.8%</td> </tr> </tbody> </table> </div> <p><i>Example Figure from Analytica's 2020 Pay Equity Study Gender Proportions at Each Recruiting Stage - Police Recruit (2016-2019)</i></p> <p>We conducted a relevant, similar analysis in our 2022 County of San Diego In-Custody Death Study to understand how representative San Diego county's jail population is of the</p>	Stage	Men (%)	Women (%)	Applied (7224 People)	80%	20%	Qualified (1225 People)	90.2%	9.8%	Hired (174 People)	82.2%	17.8%
Stage	Men (%)	Women (%)												
Applied (7224 People)	80%	20%												
Qualified (1225 People)	90.2%	9.8%												
Hired (174 People)	82.2%	17.8%												



		<p>overall county population. We found that in San Diego County, Blacks make up about 5% of the county population but make</p>  <table border="1" data-bbox="795 262 1291 504"> <thead> <tr> <th>Race</th> <th>County Population</th> <th>Jail Population</th> </tr> </thead> <tbody> <tr> <td>White</td> <td>47%</td> <td>42%</td> </tr> <tr> <td>Hispanic</td> <td>33%</td> <td>33%</td> </tr> <tr> <td>Black</td> <td>5%</td> <td>18%</td> </tr> <tr> <td>Other</td> <td>7%</td> <td>15%</td> </tr> </tbody> </table> <p>up about 18% of the county’s jail population.</p> <p><i>Example Figure from Analytica’s 2022 County of San Diego In-Custody Death Study</i></p>	Race	County Population	Jail Population	White	47%	42%	Hispanic	33%	33%	Black	5%	18%	Other	7%	15%
Race	County Population	Jail Population															
White	47%	42%															
Hispanic	33%	33%															
Black	5%	18%															
Other	7%	15%															
<p>Position and Promotion Analysis</p>	<p>At what rate are employees promoting within their department and are there any correlations to observable characteristics?</p> <p>How do skilled trade certifications (HVAC, Electrical) impact internal mobility within departments? Is there any relationship between training costs and internal promotions?</p> <p>Are the expected salaries of specific positions affected by the race and/or gender of the employee?</p> <p>Are promotions related to any observable employee characteristics?</p> <p>Is there any relationship between the number of promotions applied for, received, and race and/or gender? For example, does one group submit fewer applications for promotions but receives them more often?</p> <p>How many position</p>	<p>Our firm is uniquely capable of conducting this analysis due to the novel techniques we used to create the job type groupings during the 2020 study. <i>The requested position and promotion analysis will not be possible without these job type groupings.</i> Given the importance of these groupings we will utilize compensation and personnel data to replicate and enhance the job type analysis from previous study. We will do this by adding in new jobs that have been created since the last study and gathering feedback from relevant department directors to ensure the accuracy of the grouping.</p> <p>From these enhanced job type groupings, we can calculate promotional tracks for each employee over the last 12 years. We can then leverage that data to answer all promotion equity related questions.</p> <p>In addition to the promotion related analysis we will work to collect data available on training costs, position classifications, and/or special salary adjustments. We will also seek measures on employees with skilled trade certifications (e.g., certificate type, certificate date, and additional compensation resulting from certificate). Additionally, we can leverage our qualitative study techniques (e.g., interviews, surveys and focus groups) if there are still gaps in knowledge that hinder our ability to answer these research questions.</p>															

	classifications and/or special salary adjustments have been launched and by which department? Who typically initiates these reviews?	
--	---	--

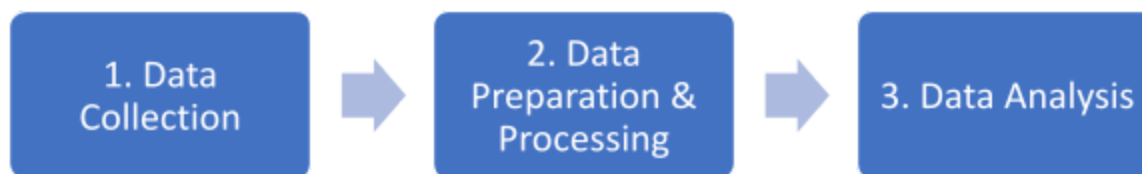
Furthermore, our proposed research plan is defined below and broken down into 3 main areas as requested in the Pay Equity Study RFP:

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 the City of San Diego, County of San Diego, California Department of Public Health, 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 outline the specific items we believe are necessary, and the steps we will follow, to properly collect this information:

Compensation – In the previous pay equity study, we collected compensation data from 2010-2019 that was nearly identical to the compensation reports that the City published each year. The only differences were that the data was in CSV format and had a randomized employee ID (for de-identification purposes) that enabled us to join it to the other data with that same ID. We will collect the same data for this study iteration; however, it will be for years 2010-2021.

Personnel – We will collect demographic and job info for each City employee from 2009 to 2022. Each row in this dataset contains the following information:

- Job (with start and end date), Department, Gender, Ethnic Origin, Age Group (3-year windows), Hire Date (Original and Most Recent), Separation Date, Classified/Unclassified, Hourly/Salary, Hours (Non-Standard, Full-Time, Half Time, ¾ Time).

Employee Benefits

- *Medical Benefit Plans* – Plan, dates, dependents birthdays, employee contributions, etc.

- *Flex Spending Accounts* – Type (medical or dependent care), dates, and employee contribution.
- *Long Term Disability Claims* – Start and end date, claimant type (industrial, non-industrial, or pregnancy), and medical diagnosis code.
- *Retirement Plan* – Plan, dates, and contribution
- *Transportation Assistance Programs* – Plan type and dates.

Recruitment - We examined application data from January 2016 - January 2019. A total of 22400 applications were analyzed across 12 roles that showed significant imbalance in their gender and/or racial-and-ethnic makeup. We narrowed the number of positions down to ensure data collection was manageable during the study timeline. The positions we chose to analyze were selected based on the hired personnel data that met a combination of: gender and/or racial-and-ethnic imbalance (over 70% of one group), impact on pay gap, and potential application sample size.

San Diego County & City Population Data - To determine how representative city applicants are of the population of San Diego, we will collect detailed gender, race-ethnicity, and age population data for San Diego County and City from the census and California Department of Finance.

Overtime Data - We will meet with representatives from the fire department to see if any progress has been made on our previous study's recommendation to systematically track and monitor department overtime by gender, race/ethnicity, and source (i.e., voluntary, mandatory, or wildland fire). If they have been able to start doing this, we will collect this data for our study. We will also see if any other departments (e.g. police) have similar data available.

Schedule Data - For salaried employees, the personnel data listed above contains their job status as full-time, 3/4 time, or 1/2 time, and how that status has changed over time. For hourly employees, we will acquire employee timecard data for a select number of positions.

**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:

### Personnel

For the purposes of this study, we will need to get one observation per employee per year. The compensation data was already in this format; however, there was substantial engineering that was required to get the personnel data in this format.

1. Departments which were consolidated and/or had their names changed over the years will be standardized to have consistent naming from one year to the next.
2. Any employment record that indicated a status of 'Withdrawn' or 'Inactive' will be removed
3. Any employee whose employment began after 12/31/2021 or ended before 1/1/2011 will be removed.
4. Separate aggregations will be performed to get the following variables for each employee per year:
  - a. Percent of a given year employed.
  - b. Primary job and percent of given year in that job.
  - c. Primary department and percent of given year in that department.
  - d. Primary job type and percent of year in that job type.
  - e. Primary hours (i.e., non-standard, full-time 80, etc.) and percent of year with those hours.
5. Use the benefits data to calculate the number of dependents and their birthdays for each employee.
6. Use the disability data to calculate the percent of each year that each employee spent on long term disability.

## Recruitment

In many instances one applicant (i.e., unique ID) submits multiple applications but is inconsistent in how they fill in the data (sometimes missing gender or ethnic origin). In these cases we will make the following assumptions to fill in the missing gender and ethnic origin values where possible:

- If there was only one distinct combination of ID, gender, and ethnic origin, simply fill in the missing values with these.
- If an applicant had the same ID and ethnic origin, but entered two different genders, we left these instances.
- If any different applications by one unique ID entered two different minority (i.e., not White) ethnic origin choices, we filled all values with “Other/Two or More Races.”
- If any different applications by one unique ID entered White and any other ethnic origin choice, we replaced all applications using White with the minority group.

Once these are filled in, we will be able to match the unique random IDs across datasets and fill in missing gender and ethnic origin information in the qualified applications, giving us a more complete dataset. For the recruitment analysis, we will take the unique combinations of: applicant ID, job title, gender, qualified status, and hired status. In the previous pay equity study, this gave us a final dataset of 22400 applications.

## Study Inclusion Criteria

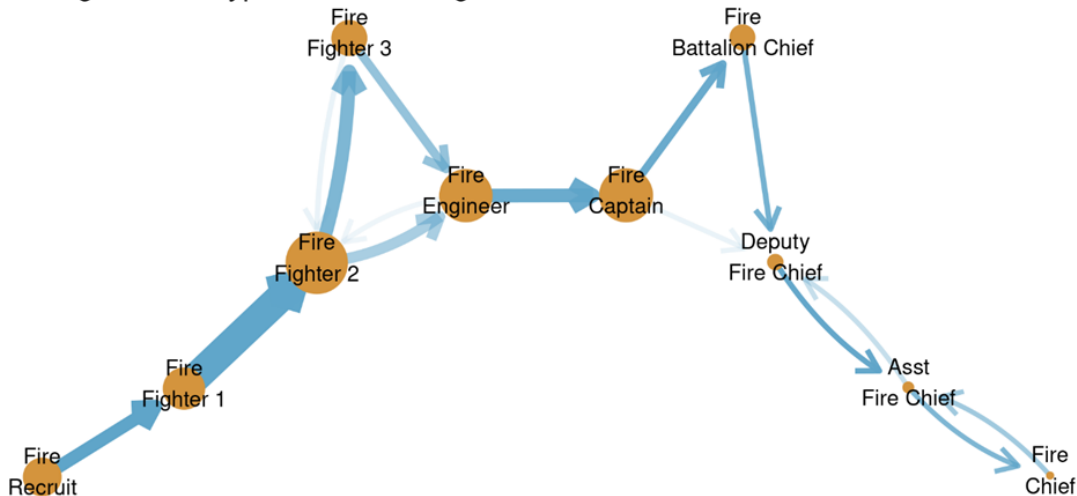
For an employee to be included in our main study sample, they must meet the following criteria for the given year of study:

1. All employees must have worked standard hours (i.e., full-time, 3/4 time, or 1/2 time)
2. All employees must have had compensation data for the given year.
3. All employees must have been employed at least half of the year.
4. All employees must have worked the same hours all year (i.e., full-time, 3/4 time, or 1/2 time).
5. All employees must have worked in the same job type all year long.
6. All employees must not have been on long term disability all year long.
7. All employees prorated total pay must have been > 80% of stated position minimum if they were not on long-term disability during the year. This was done to protect against including erroneous pay values, removes likely workman’s comp employees, and still allows for likely underfilled positions and those on long-term disability.
8. For all analysis involving controls for children, employees must have utilized employee health benefits any time before age 50. This will be done to protect against declaring an employee did not have children, when they had grown children who were no longer dependents.

## Job Type Groupings

In order to understand the effect that occupational sorting has on the pay gap within the City of San Diego, we first need to group the City’s jobs into occupations (i.e., job types). Our goal in creating these job types is to create groupings of jobs that all require similar skills/education and/or are along similar career paths within the City. To do that, we will analyze the position changes that employees made within the City from 2015-2022. The more employees that moved between two positions, the more likely those two positions are similar enough to be grouped together as a single job type. Draft versions of the job type visualizations (example from previous study below) will be reviewed with various department heads before finalizing the job types utilized in the study.

## Fire Fighter Job Type - Career Progression



**Step 3. Analyze the Data** – Once the data is collected, prepared, and processed we will begin the analysis. We will follow the same general methodologies we used in our 2020 Pay Equity Study.

Unadjusted Pay Gap – This is simply a comparison between the average pay of the two groups. It is the most common statistic cited when looking at the gender pay gap (e.g., “women make 76 cents to the dollar that men make”). While simple, it is inherently misleading and fraught with opportunities for misinterpretation. These misinterpretations can lead to policy changes that don’t address root causes and are wasteful as a result. For these reasons, we chose to report this number for benchmarking purposes only.

Adjusted Pay Gap – This measure attempts to address the flaws with the unadjusted measure by accounting for differences between the groups (e.g., occupation, tenure, age, etc.) utilizing a statistical technique known as multivariate regression. This method is helpful and will be part of our analysis toolbelt; however, it has one main drawback: it assumes that the labor market treats both groups equitably – that is, it assumes that things like an extra year of tenure or having a child will have the same effect on both groups. For this reason, our main tool for analyzing the City of San Diego’s pay gaps will be a methodology known as Oaxaca-Blinder decomposition (Oaxaca 1973; Blinder 1973). However, standard multivariate regression will also be utilized to explore specific findings in more detail.

The Oaxaca-Blinder decomposition breaks the pay gap into two parts:

1. Explained - That which can be explained by differences in the average characteristics between the two groups (e.g., the average man is more likely to work a higher paying job type than the average woman or the average woman takes less overtime than the average man).
2. Unexplained - The unexplained part of the pay gap accounts for differences in pay between the groups resulting from something that is either unmeasured or unmeasurable. Mathematically, when the groups have different coefficients for an observed variable, that is an unexplained contributor to the pay gap. For example, if the coefficient for the tenure variable was different between men and women, it would indicate that men and women get different returns in the labor market for their tenure.

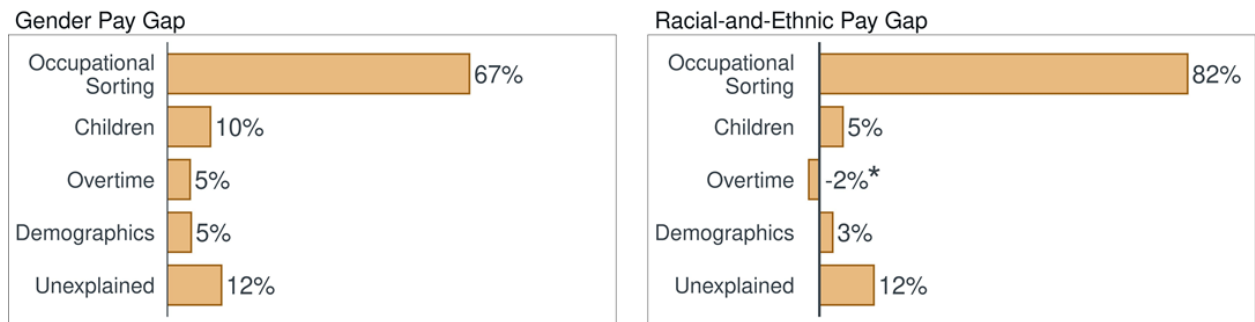
All Oaxaca-Blinder decomposition analysis we will perform in the study will utilize the *oaxaca* R package by Marek Hlavac (2014). The mathematical details behind this technique can be found in the package’s documentation. Additionally, Glassdoor’s 2016 gender pay gap report (Chamberlain 2016) provides a great high-level overview of the technique’s math, while Jann (2008) provides an excellent detailed description of

the math behind the technique.

At a high-level, the two-fold Oaxaca-Blinder decomposition analysis we will perform for this study requires three separate multivariate regression models/equations: one performed on the data from each group (e.g., men and women), and one whose resulting coefficients represent what the values are in a world with 'no-discrimination.' The coefficients of the latter model are used as a reference to compare against the coefficients of the models of the two groups. Any statistically significant differences between the coefficients are considered unexplained contributors to the pay gap.

The main findings in the example figure below are made possible by Oaxaca-Blinder decomposition analysis. *Replication of the below findings cannot be done with standard multivariate regression.*

### 2019 Citywide Total Pay Gap - Source Breakdown Estimates



\*On average, people of color took more overtime than whites, reducing the overall pay gap.

#### Department/Position Analysis

Once we have utilized the Oaxaca-Blinder decomposition to determine the positions and departments most affected by occupational sorting, we will then analyze whether changes in the gender or race of a position holder, over time, are associated with changes on the expected salary of said position.

#### Promotion Trajectory Analysis

We will define a subsample of profiles or individuals (e.g. Civil Engineers, or Accountants) and assess whether their tenure in the City and their potential to promote is associated with their race and/or gender. We will do this by assessing the qualifications for each job on each person's promotion path and determining at what point in their tenure each person met those qualifications.

#### Research Plan – Qualitative Strategy

In addition to evaluating changes that have been implemented since the last study and conducting an extensive literature review, this study will feature a large qualitative component using focus groups and survey research. The quantitative analysis will determine candidates for the qualitative analysis. The primary objectives of the qualitative analysis are to:

1. Explore and define the root causes of pay inequities
2. Obtain input on potential policy changes that would address pay inequities
3. Collect perspectives on the impact of pay inequities on employee performance
4. retention
5. Understand factors associated with individual decision-making relating to the workplace

#### **Focus Groups**

The utilization of focus groups in this study will allow us to observe employee perceptions, motivations, and individual decision making. This information has not yet been collected by previous studies on pay inequities

and will complement the findings of our quantitative analysis. Through a moderated discussion of 6-8 employee participants, the following topics will be discussed:

- Attitudes on the relationship between pay inequities and employee motivations as it relates to employee performance and retention
- Decision-making factors related to the following employee decisions: overtime, scheduling, accepting/declining a promotion and dependent care.
- Consensus on the potential root-causes of pay inequities
- Support for potential policy changes addressing pay inequities

We will conduct multiple focus groups with each focus group being diverse in terms of department, job titles, gender, and race. These sessions will be recorded. The content will be coded by multiple researchers for intercoder reliability to identify dominant themes. The dominant themes from these focus groups will be reported in the final report. They will also inform several questions on the survey.

### **Survey**

We also plan on surveying a broad sample of employees. This survey will collect additional information not easily accessible through employee records such as skilled trade certifications and flexibility on employees' schedules. Questions on the root causes for pay inequities will also be included in this survey for statistical hypothesis testing. Finally, survey participants will be asked their input on several potential policies aimed at correcting pay inequities.

The survey plan will obtain implementation approval from proper channels to ensure appropriate sensitivities have been accounted for (e.g., legal, HR policy, anonymity, etc.). Once the survey instrument is finalized with unbiased-worded questions, we will calculate the required sample size to make proper statistical inferences. We will most likely utilize employee email addresses to deploy the survey and collect responses. Survey responses will be compared with our quantitative data to draw conclusions using statistical evaluation techniques.

### **Research Plan – References**

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

Analytica Consulting. 2021. "2020 Pay Equity Study - City of San Diego" [Pay Equity Study - City of San Diego](#)

Blinder, Alan S. 1973. "Wage Discrimination: Reduced Form and Structural Estimates." *The Journal of Human Resources* 8 (4): 436. <https://doi.org/10.2307/144855>.

California Department of Finance. 2021. "P-3: Complete State and County Projections Dataset." July. <https://dof.ca.gov/forecasting/demographics/projections/>

Chamberlain, Andrew. 2016. "Demystifying the Gender Pay Gap." Mill Valley, CA: Glassdoor.

Cotton, Jeremiah. 1988. "On the Decomposition of Wage Differentials." *The Review of Economics and Statistics* 70 (2): 236. <https://doi.org/10.2307/1928307>.

Economic Status of Women, Legislative Office on the. 2016. "Pay Equity: The Minnesota Experience." [https://mn.gov/mmb-stat/pay-equity/Pay\\_Equity\\_Report2016.pdf](https://mn.gov/mmb-stat/pay-equity/Pay_Equity_Report2016.pdf).

Galperin, Ron. 2020. "Closing the Gap: Women's Pay and Representation at the City of L.A." <https://lacontroller.org/audits-and-reports/genderequity/>.

Hlavac, Marek. 2014. "Oaxaca: Blinder-Oaxaca Decomposition in R." SSRN Electronic Journal. <https://doi.org/10.2139/ssrn.2528391>.

Jann, Ben. 2008. "The BlinderOaxaca Decomposition for Linear Regression Models." The Stata Journal: Promoting Communications on Statistics and Stata 8 (4): 453–79. <https://doi.org/10.1177/1536867x0800800401>.

Neumark, David. 1988. "Employers' Discriminatory Behavior and the Estimation of Wage Discrimination." The Journal of Human Resources 23 (3): 279. <https://doi.org/10.2307/145830>.

Oaxaca, Ronald. 1973. "Male-Female Wage Differentials in Urban Labor Markets." International Economic Review 14 (3): 693. <https://doi.org/10.2307/2525981>.

United States Government Accountability Offices. 2020. "Gender Pay Differences." <https://www.gao.gov/assets/720/711014.pdf>.

Reimers, Cordelia W. 1983. "Labor Market Discrimination Against Hispanic and Black Men." The Review of Economics and Statistics 65 (4): 570. <https://doi.org/10.2307/1935925>.

"The Pay Gap in 25 Major US Cities." 2020. AAUW. <https://www.aauw.org/resources/article/pay-gap-in-metro-areas/>.

"The Wage Gap: The Who, How, Why, and What to Do." 2020. National Women's Law Center. <https://nwl.org/wp-content/uploads/2019/09/Wage-Gap-Who-how.pdf>.

"US Census Bureau Personal Income: PINC-05." 2020. US Census Bureau. <https://www.census.gov/data/tables/time-series/demo/income-poverty/cps-pinc/pinc-05.html>.

**Possible Challenges**

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

**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.

## 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
California Department of Public Health	John Roussel, Assistant Deputy Director and Chief Technology Officer	<a href="mailto:John.Roussel@cdph.ca.gov">John.Roussel@cdph.ca.gov</a> 916-440-7260
San Diego County Citizens' Law Enforcement Review Board - In-Custody Death Study	Paul Parker, Executive Officer	<a href="mailto:Paul.Parker@sdcounty.ca.gov">Paul.Parker@sdcounty.ca.gov</a> 619-238-6776
Community College League of California	Lizette Navarette, Executive Vice Chancellor	<a href="mailto:lizette@ccleague.org">lizette@ccleague.org</a>

## Forms

The following forms are attached hereto:

- Latest Addendum B completed and signed Contract 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:**

The City of San Diego Second Pay Equity Study  
\_\_\_\_\_  
\_\_\_\_\_

**B. BIDDER/PROPOSER INFORMATION:**

Steve Rimar			
Legal Name	San Diego	DBA	
4660 La Jolla Village Dr. Suite 100 #3345		CA	92122
Street Address	City	State	Zip
CEO & Founder	(858) 272-8260		
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	Principal Data Scientist / Lead Author
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Proposed Key Employee - Principal Data Scientist, Pay Equity Study Designer and Lead Author	
Interest in the transaction	

Emily Rail	Senior Consultant / Study Co-Author
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Study Co-Author	
Interest in the transaction	

Mikael Pelz	Senior Consultant / Study Co-Author
Name	Title/Position
Grand Rapids, MI	
City and State of Residence	Employer (if different than Bidder/Proposer)
Qualitative Study Designer & Study Co-Author	
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 - 4660 La Jolla Village Dr. Suite 100 #3345, 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

Point of Contact: Jonathan Gonzalez

Address: 8807 Villa La Jolla Dr. San Diego, CA 82037

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: 2021

**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: California Department of Public Health

Contact Name and Phone Number: John Roussel (Assistant Deputy Director, CTO) - 916-440-7260

Contact Email: John.Roussel@cdph.ca.gov

Address: 1616 Capitol Avenue, Sacramento CA 95814

Contract Date: August 23, 2021

Contract Amount: \$ 2,690,550.00

Requirements of Contract: COVID-19 Dashboard Support

Company Name: San Diego County Citizens' Law Enforcement Review Board

Contact Name and Phone Number: Paul Parker (Executive Officer) - 619-238-6776

Contact Email: Paul.Parker@sdcounty.ca.gov

Address: 555 W Beech St #220, San Diego, CA 92101

Contract Date: October 14, 2021

Contract Amount: \$ 149,400.00

Requirements of Contract: County of San Diego In-Custody Death Data Report

Company Name: Community College League of California

Contact Name and Phone Number: Lizette Navarette (Executive Vice Chancellor) - 916-445-8752

Contact Email: lizette@ccleague.org

Address: 1102 Q Street, 6th Floor, Sacramento, CA 95811

Contract Date: January 11, 2021

Contract Amount: \$ 20,000.00

Requirements of Contract: Dashboard development and updates

**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 # 17AC1669

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # \_\_\_\_\_
- b. Woman or Minority Owned Business Enterprise Certification # \_\_\_\_\_
- c. Disadvantaged Business Enterprise Certification # \_\_\_\_\_

**J. WAGE COMPLIANCE:**

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

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

**K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:**

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

Company Name: Not Applicable

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

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

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

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

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

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

Company Name: Not Applicable

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

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

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

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

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

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

**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.**

Clifton Leung, Director of Finance and Operations	<b>Clifton Leung</b> <small>Digitally signed by Clifton Leung Date: 2022.04.20 15:37:39 -07'00'</small>	<b>April 19, 2022</b>
Name and Title	Signature	Date

**City of San Diego  
CONTRACTOR STANDARDS  
Attachment "A"**

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

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

Clifton Leung - Director of Finance and Operations

Print Name, Title

Clifton Leung

Digitally signed by Clifton Leung  
Date: 2022.04.20 15:37:59 -07'00'

Signature

4/19/2022

Date

Contractor Standards Form  
Revised: April 5, 2018  
Document No. 841283\_4

Page 12 of 12

## EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

### GOODS AND SERVICES CONTRACTOR REQUIREMENTS

#### I. City's Equal Opportunity Contracting Commitment.

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

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

#### II. Definitions.

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

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

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



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

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

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

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

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

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

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

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

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

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

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

### **III. Disclosure of Discrimination Complaints.**

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

### **IV. Work Force Report and Equal Opportunity Outreach Plan.**

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

### **V. Small and Local Business Program Requirements.**

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

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

## **VI. Maintaining Participation Levels.**

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

## **VII. Certifications.**

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

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

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

## **VIII. List of Attachments.**

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

**AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS**

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

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
  
- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

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

Contractor Name: Analytica Consulting, LLC

Certified By Clifton Leung Name Clifton Leung Title Director of Finance and Operations  
 Signature Clifton Leung Date April 19, 2022

Equal Opportunity Contracting  
 Sole Source Contracts, Cooperative Procurement Contracts  
 Goods/Services Contracts Under \$150,000  
 Revised 1/1/16  
 OCA Document No. 1208377

**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): 4660 La Jolla Village Dr. Suite 100 #3345

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

Telephone Number: 858-472-9311 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: Clifton Leung - Director of Finance and Operations

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: 4660 La Jolla Village Dr. Suite 100 #3345

Telephone Number: 617-319-3633 Fax Number: \_\_\_\_\_ Email: cliftonleung@analyticaconsulting.com

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of 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 1st day of April, 2022

Clifton Leung  
(Authorized Signature)

Clifton G. Leung  
(Print Authorized Signature Name)

**WORK FORCE REPORT – Page 2**

NAME OF FIRM: Analytica Consulting, LLC DATE: April 1, 2022  
 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							2	1		
Professional															
A&E, Science, Computer															
Technical					2	4						10	2		
Sales															
Administrative Support															
Services															
Crafts															
Operative Workers															
Transportation															
Laborers*															

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

Totals Each Column				1	3	4						12	3		
--------------------	--	--	--	---	---	---	--	--	--	--	--	----	---	--	--

Grand Total All Employees 23

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

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Non-Profit Organizations Only:

Board of Directors															
Volunteers															
Artists															

**WORK FORCE REPORT – Page 3**

NAME OF FIRM: Analytica Consulting, LLC DATE: April 1, 2022

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	0	0	0	0	0	0	0	0	0	0	0	0	0	0
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

## Work Force Report

### **HISTORY**

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

### **WORK FORCE & BRANCH WORK FORCE REPORTS**

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report<sup>1</sup>. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county<sup>2</sup>. If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

### **MANAGING OFFICE WORK FORCE**

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

### **TYPES OF WORK FORCE REPORTS:**

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

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

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

### **RACE/ETHNICITY CATEGORIES**

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

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

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

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

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

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



---

---

**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

*EOC Work Force Report (rev. 08/2018)*

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,

*Page 5 of 7*

*Form Number: BB05*

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**



**Purchasing & Contracting Department**  
Equal Opportunity Contracting

March 18, 2022

Mr. Steven Vincent Rimar  
Analytica Consulting, LLC  
8910 University Center Lane, Suite 400  
San Diego, CA 92122

Subject: Small Local Business Enterprise (SLBE) Certification

Dear Mr. Rimar :

Congratulations! We have reviewed your **renewal application** and you have been approved for **re-certification** as a City of San Diego Small Local Business Enterprise (SLBE). Your certification number is 17AC1669 and your classification is General Services. Please reference this certification number when bidding on City projects. For the City's Small Local Business Enterprise (SLBE) Program, your certification is effective March 18, 2022. This certification expires on March 18, 2024 at which time you will need to reapply in accordance with the SLBE guidelines.

To receive potential contracting opportunities, please ensure that you register with the City's web-based vendor registration and bid management system, BidsOnline™ hosted by PlanetBids System. For additional information go to:

<http://www.sandiego.gov/purchasing/bids-contracts/vendorreg.shtml>

**Construction Contractors:** Contractors desiring to bid as a prime contractor on City of San Diego public works construction projects must be pre-qualified in accordance with the San Diego Municipal Code §22.3004(a). Please review the Notice to Contractors regarding changes to Contractor Pre-Qualification Program, effective October 1, 2016 in Enclosure 1.

If an applicant is seeking bid on a specific project, the prequalification application must be received at least two weeks **prior** to the bid due date. Upon prequalification approval, an automated email notification will be forwarded from PlanetBids. Please be sure to print your prequalification approval letter for your records.

For questions regarding the Prequalification Program, please contact Public Works – Contracting at (619) 533-3450.

For questions regarding the SLBE Program, please contact Equal Opportunity Contracting at (619) 236-6000 or e-mail [ContactEOC@sandiego.gov](mailto:ContactEOC@sandiego.gov).

If there are any changes in your firm's status during this certification period, you are required to notify this office ***immediately***.

***Equal Opportunity Contracting reserves the right to withdraw this certification at any time and request additional information and/or conduct on-site visits for purposes of verification.***

Thank you,

A handwritten signature in blue ink, appearing to be 'CS', written over a light blue horizontal line.

Christian Silva  
Program Manager, Equal Opportunity Contracting

Enclosure(s):

1. Changes to Contractor Pre-Qualification Program and Debarment Procedures



# NOTICE TO CONTRACTORS

---

**DATE:** September 1, 2016

**FROM:** James Nagelvoort, City Engineer

**SUBJECT:** Changes to Contractor Prequalification Program and Debarment Procedures

---

In order to ensure that potential bidders on City public works contracts possess the capability to perform the contract requirements and the business integrity to justify the award of public funds, in 2003 the City implemented the contractor prequalification program. Periodically, we review the program to verify that it is accomplishing its intended purpose.

Beginning in late 2015, City staff began the latest review by consulting with industry, small business and community groups, conducting workshops and analyzing data from previously completed contracts. Based on the results of our review, **effective October 1, 2016**, the following changes to the contractor prequalification program will be in effect:

- Except as described below for ELBE/SLBE firms, compiled financial statements will not be accepted for the purpose of prequalification. Acceptable financial statements must be either reviewed or audited by an independent accountant and demonstrate both positive working capital and positive net worth.
- Applicants' maximum bidding capacity (MBC) will be calculated according to a formula factoring the firm's financial strength, work experience and bonding capacity.

- The MBC of firms which submit reviewed financials will be continue to be capped at \$15 million. The MBC of firms which submit audited financials may exceed \$15 million, but, in no case will the firm's MBC exceed its single-project bond limit.
- Projects submitted as references must have been completed as a prime contractor within the previous five years.

At the same time, the following changes will apply to certified ELBE/SLBE firms which wish to become prequalified to bid as a prime contractor on City public works projects:

- Prior to applying to become prequalified to bid as a prime contractor, ELBE/SLBE firms must have successfully completed either three City of San Diego CIP projects acting as a subcontractor or three projects as either a prime contractor or subcontractor for other public agencies in the previous three years. Successful performance will be verified.
- Upon satisfactory completion of the three projects, the ELBE/SLBE firm may apply for prequalification to bid as a prime contractor by submitting:
  - Reference information from the three successful projects, o A compiled, reviewed or audited financial statement prepared by an independent accountant which demonstrates both positive working capital and positive net worth,
  - A letter from its surety stating the firm's single-project and aggregate bonding limits.
- Upon approval, an ELBE/SLBE may be prequalified with a maximum bidding capacity capped by its single-project bond limit or \$500,000, whichever is less.
- SLBE-certified firms may become prequalified to bid as a prime on projects valued at over \$500,000 by submitting the standard prequalification application.
- CURRENTLY PREQUALIFIED ELBE/SLBE FIRMS WILL BE GRANDFATHERED INTO THE REVISED PROGRAM UNTIL THE NEXT RENEWAL DATE SO LONG AS THEIR WORK ON CITY PROJECTS REMAINS SATISFACTORY OR BETTER. AT THE TIME OF RENEWAL, THEY MUST BE ABLE TO MEET THE REVISED REQUIREMENTS.
- Workshops will be provided for ELBE/SLBE contractors utilizing experienced City staff to provide training on administration of public works projects. Attendance is mandatory for any firm which has not previously completed a public works project as a prime contractor.

For additional information about the contractor prequalification program, please visit the City's web site at <https://www.sandiego.gov/cip/bidopps/prequalification>.

Concurrent with the changes to the contractor prequalification program, the following changes to the City's debarment process will take effect:

Three levels of debarment/ loss of pre-qualification for Unsatisfactory **Final** Evaluations by the Construction Management & Field Services (CM&FS) Division of Public Works in the specified periods will result in the following actions:

- Level #1: 2 final unsatisfactory evaluations in any 2 contiguous years, will result in debarring a contractor from bidding City projects for 2 years.
- Level #2: 3 final unsatisfactory evaluations in any 3 contiguous years, will result in debarring a contractor from bidding City projects for 3 years.
- Level #3: 4 or more final unsatisfactory evaluations in any 4 contiguous years, the Public Works Department Director will pursue permanent debarment, appealable as described in the San Diego Municipal Code.
- All final unsatisfactory evaluations are appealable to the Deputy Director of CM&FS.

ANY major or egregious agreement breach (i.e. Safety accidents, EOCP violations, falsification of documents, etc.), corrupt practices or other action which demonstrates a lack of business integrity may result in the Public Works Department Director pursuing permanent debarment, appealable as set forth in §22.0801, et seq. of the San Diego Municipal Code.



*City of San Diego*



**Small Local Business Enterprise (SLBE)  
Program Certification**

Analytica Consulting, LLC

**Small Local Business Enterprise (SLBE)**

***General Services***

(NAICS: 518210)

Certification Number: 17AC1669

***Effective: 3/18/2022 - 3/18/2024***

A handwritten signature in blue ink, appearing to be 'C Silva', is positioned above a horizontal line.

---

Christian Silva  
Program Manager  
Equal Opportunity Contracting