

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10090008-24-L,  
Recreation Program Community Needs Assessment**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10090008-24-L, Recreation Program Community Needs Assessment (Contractor).

**RECITALS**

On or about February 14, 2024 City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

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

City wishes to retain Contractor to develop and implement a Recreation Program Community Needs Assessment for the Parks and Recreation Department as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

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

**ARTICLE I  
CONTRACTOR SERVICES**

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

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

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

Salome Martinez, Program Manager  
Parks and Recreation Department  
City of San Diego  
2125 Park Blvd, MS37C  
San Diego, CA 92101  
[SYMartinez@sandiego.gov](mailto:SYMartinez@sandiego.gov)  
(619)-525-8211

The designated representative will be the position, not the person holding the position, should the appointment to the position change pursuant to City Charter section 29.

**ARTICLE II  
DURATION OF CONTRACT**

**2.1 Term.** This Contract shall be for a period of two years beginning on the Effective Date. City may, in its sole discretion, extend this Contract for one additional one-year period. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

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

**ARTICLE III  
COMPENSATION**

**3.1 Amount of Compensation.** City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$150,000.00.

**ARTICLE IV  
WAGE REQUIREMENTS**

**4.1** Reserved.

**ARTICLE V  
CONTRACT DOCUMENTS**

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

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

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

- 1<sup>st</sup> Any properly executed written amendment to the Contract
- 2<sup>nd</sup> The Contract
- 3<sup>rd</sup> The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any

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

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


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

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

CONTRACTOR

CITY OF SAN DIEGO  
A Municipal Corporation

Keen Independent Research  
Proposer

BY:  


701 N. 1st St.  
Street Address

Print Name:

Claudia Abarca

Phoenix, AZ 85004  
City


Director, Purchasing & Contracting Department

303-385-8515  
Telephone No.

Nov 18, 2024

Date Signed

humkeen@keenindependent.com  
E-Mail

BY:   
Signature of Proposer's Authorized Representative

Annette Humm Keen  
Print Name

Approved as to form this 18<sup>th</sup> day of  
November, 2024.  
MARA W. ELLIOTT, City Attorney

Principal  
Title

03/21/2024  
Date

Nicole Pedone  
BY: Nicole Pedone (Nov 18, 2024 17:12 PST)  
Deputy City Attorney

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San Diego, CA 92101  
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IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO  
A Municipal Corporation

\_\_\_\_\_  
Proposer

BY:

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
City

\_\_\_\_\_  
Director, Purchasing & Contracting Department

\_\_\_\_\_  
Telephone No.

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

\_\_\_\_\_  
E-Mail

BY:

\_\_\_\_\_  
Signature of  
Proposer's Authorized  
Representative

\_\_\_\_\_  
Print Name

Approved as to form this \_\_\_\_ day of

\_\_\_\_\_  
Title

\_\_\_\_\_, 20\_\_\_\_.  
MARA W. ELLIOTT, City Attorney

\_\_\_\_\_  
Date

BY: \_\_\_\_\_  
Deputy City Attorney

## 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 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. E-mailed and/or faxed proposals will not be accepted.

**1.3 Proposal Due Date.** Proposals must be submitted prior to the Closing Date indicated in the eBidding System.

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

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

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

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

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

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

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

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

2.3 The Contractor Standards Pledge of Compliance Form.

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

2.5 Reserved.

2.6 Reserved.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

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

2.10 A title page.

2.11 A table of contents.

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

2.13 Proposer's response to the RFP.

**Tab C - Cost/Price Proposal.** 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. Proposers shall submit a complete and detailed cost proposal inclusive of indirect costs to complete all tasks identified in the Scope of Work. A detailed cost breakdown shall be provided identifying: (1) number of staff hours and hourly rates for each professional and support/administrative staff person committed to this effort; (2) an estimate of all direct costs, such as materials and reproduction costs; and (3) an estimate of any subcontractor services.

**3. Proposal Review.** Proposers are responsible for carefully examining the RFP, the Scope of Work, 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, fax, 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:

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

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. **TOTAL ESTIMATED CONTRACT PRICE IN EXCESS OF \$150,000 WILL BE CONSIDERED NON-RESPONSIVE AND REJECTED.**

**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 Optional Interview/Oral Presentation.** The City may require proposers to interview and/or make an oral presentation.

**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 12 points or less of the proposal with the highest score. Only the proposer with the highest scoring proposal and those proposers scoring within 12 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 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 may accept the proposal that best serves its interest, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer’s proposal or award the contract without further negotiation.

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

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

	MAXIMUM EVALUATION POINTS
<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.	
3. Technical Aspect	
<b>B. Staffing Plan.</b>	<b>20</b>
1. Qualifications of personnel adequate for requirement	
2. Availability/Geographical location of personnel for required task.	
3. Clearly defined Roles/Responsibilities of personnel	
4. Staff available during all hours of operations	
5. Documentation proof for Staff who have passed/cleared any security background checks	
<b>C. Firm's Capability to provide the services and expertise and Past Performance.</b>	<b>30</b>
1. Relevant experience of the Firm and subcontractors	
2. Previous relationship of firm and subcontractors on similar projects	
3. Other pertinent experience	
4. Past/Prior Performance	
5. Capacity/Capability to meet the City needs in a timely manner	
6. Reference checks	

	MAXIMUM EVALUATION POINTS
<b>D. Price.</b>	<hr/> <b>10</b>
<b>E. Mandatory Demonstration/Presentation, if applicable, refer to Section C (3.3).</b>	<b>20</b>
1. Technology	
2. Communication	
3. 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 an additional 12 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 interest.

**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. 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 OF AWARD.** The successful proposer is required to submit the following documents to P&C **within ten 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 Exhibit C.

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

**3. Business Tax Certificate.** All businesses that contract with the City must have a current business tax certificate unless the City Treasurer determines a business is exempt.

**4. Reserved.**

**5. Reserved.**

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

**EXHIBIT B  
SCOPE OF WORK**

**A. INTRODUCTION.** The City of San Diego’s (City) Parks and Recreation Department, (Department) is seeking proposals from qualified professional consultants for the development of a comprehensive Department-wide Recreation Program Community Needs Assessment (Assessment). The Assessment will be used to guide the City on the immediate and future recreation and communication needs. Proposers shall present their experiences in researching, communicating, organizing, and reporting on diverse child, youth, adult, and senior recreation program needs within the City as specified in this RFP.

**B. BACKGROUND.** The City is home to 1,386,932 residents,<sup>1</sup> with another 1,911,702 residents in the surrounding municipalities within the County of San Diego. The Department manages over 40,000 acres of park land with 552 parks City-wide, 60 recreation centers, 14 aquatic facilities, 9 skate parks, 3 senior centers, and 2 nature centers all within 52 communities.

In 2021, the Office of the City Auditor investigated inequities found in recreation programming offered by the Department.<sup>2</sup> The audit focused on historically underserved communities and resulted in five core findings and 16 recommendations for the Department to pursue. The findings of the audit discovered that the Department lacks resources to:

1. Adequately support a strategic, data-driven approach to identify and evaluate community recreation needs.
2. Provide programs that meet the needs of each community.
3. Market and publicize recreation program opportunities, especially through social media.
4. Ensure materials are available in appropriate languages.
5. Reduce financial barriers to access.

The audit found that these limitations impact the Department’s ability to effectively provide recreation programs equitably across the City.

Additionally, a nation-wide survey comparing municipal park systems conducted by the Trust of Public Land found that in the City:<sup>3</sup>

- Residents in low-income neighborhoods have access to 63% less park space per person than those in the average neighborhood and 85% less than those in high-income neighborhoods.

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<sup>1</sup> United States Census Bureau, 2021, [https://data.census.gov/profile/San\\_Diego\\_city;\\_California?g=160XX00US0666000](https://data.census.gov/profile/San_Diego_city;_California?g=160XX00US0666000)

<sup>2</sup> The Performance Audit of Equity in Recreation Programming (22-005), November 2021, [https://www.sandiego.gov/sites/default/files/22-005\\_equity\\_recreation\\_programming.pdf](https://www.sandiego.gov/sites/default/files/22-005_equity_recreation_programming.pdf)

<sup>3</sup> Trust for Public Land, 2023 ParkScore Index, <https://www.tpl.org/parkscore>

- Residents in neighborhoods of color have access to 39% less park space per person than the average neighborhood and 73% less than those in white neighborhoods.

Considering these findings, the Department is seeking to conduct its first ever Assessment to better serve our residents, understand the recreational and communication needs, and address the inequities from community to community.

**C. PRE-PROPOSAL CONFERENCE.** Proposers are strongly encouraged to attend the optional pre-proposal conference. Pre-proposal conference information is noted in the City's eBidding system, PlanetBids.

**D. SCOPE OF WORK.** The goal of this project is to provide recommendations on the immediate and future needs of recreation in the City via the Assessment of existing programs, satisfaction levels, effectiveness, recreation priorities, along with demographic information for the next five years, to ensure long-term affordability and sustainability.

The Assessment will clearly identify the recreation and communication needs of each City community, and establish the strategic priorities, which will be supported by a detailed action plan. These will be expressed in terms of goals, objectives, action steps, resources (human and financial), and timelines required to successfully complete the strategic priorities. Performance measures will also be incorporated to ensure appropriate tools are in place to measure the Department's successful outcomes.

The Contractor will be responsible for undertaking all work related to the investigation, consultation, community engagement and preparation of the Assessment including the development of a project work plan, communications strategy, timelines, and key milestones for the process.

The Contractor will work closely with the Department's Recreation Services Division staff throughout the entire project and deliver three preliminary finding reports, a detailed comprehensive report, and presentation of findings to the Parks and Recreation Board and City Council.

**E. PROJECT OBJECTIVES.** The key objectives of the Assessment are:

1. Assess recreation programs, satisfaction levels, effectiveness, recreation priorities, demographic information, and communication needs for all City communities identified in Attachment A.
2. Identify barriers to recreation programs and activities for youth, adults, seniors, and individuals with disabilities, including, but not limited to, time, financial resources, transportation, and language.
3. Engage residents, user groups and stakeholders within each City community in the Assessment process through surveys, interviews, public meetings and focus groups.
4. Conduct a review of recreation service delivery models that are best suited for the City's diverse recreation needs and reflect what is illustrated in the findings of the Assessment.



**F. PROJECT METHODOLOGY.** Proposals shall detail the project methodology explaining each of the project tasks to be undertaken and the approach and strategy that will be used to achieve the project objectives and deliverables outlined in the RFP. Proposers shall present a clear and concise work plan for conducting the Assessment for each City community in the Assessment process with qualitative and quantitative results. The work plan shall identify the assessment methodology to reflect the voices of the community through a diverse set of data-collection methods include, but are not limited to:

1. Conducting surveys, interviews, and focus groups.
2. A timeline in which the assessment will be conducted.
3. A sample participant selection process.
4. Sample survey and interview questions.

Phases 1 through 3 listed in Attachment A have been established to prioritize assessments for Communities of Concern first, followed by all remaining communities. Proposers shall prioritize assessments as identified in Attachment A. The proposal shall be inclusive of feedback from all age spectrums and prominent ethnic backgrounds of each community. The Assessment shall be created in an equitable and culturally competent manner that creates a space of trust and encourages open dialogue so that participants feel comfortable to provide their opinions, feedback, and suggestions on current services, programs, and resources. Proposers are also required to provide a detailed description of the research to be conducted and a description of the public consultation process.

**G. COMMUNITY ENGAGEMENT.** Proposers shall describe their experience in conducting community outreach through various methodologies and in multiple languages. Proposers shall prove they have sufficient resources to successfully capture a diverse collection of community feedback through surveys, interviews, or focus groups.

Proposers shall include a descriptive scope of work detailing the work plan for successful promotion of the Assessment and identify the number of participants for each Assessment to be relevant. A key priority for the Department in the development of the Assessment is to ensure there is adequate community outreach and engagement. Proposals shall also provide a detailed overview of how the community; user groups and stakeholders will be engaged in the process. Proposers shall include an outline of the methods that will be utilized for community outreach and engagement to ensure that the outreach and registration efforts are diverse and equitable, registering the City's most vulnerable communities. At minimum, the community consultation process must include the following:

1. Focus group sessions and interviews for each community
2. Stakeholder interviews
3. User group interviews
4. Community surveys

Proposers shall have the capability of creating multilingual paper and digital advertising for the purpose of participant recruitment. Proposers shall provide multilingual interpretation

and compliance with the Americans with Disabilities Act, California Disabled Persons Act, and all other applicable laws and regulations for all print and verbal communication.

Proposers shall have the capability of capturing participant responses in a paper and digital format for the purpose of transparency and reporting ease.

**H. RESOURCES.** There are a number of studies, plans and supporting documentation that are available which will provide background in the development of the Assessment. It will be the responsibility of the Contractor to review and assess the information in the documents, identify gaps in information, and conduct additional research.

The following documents may assist proposers in understanding the City and its local priorities:

- [City of San Diego Strategic Plan \(2022\)](#)
- [Parks Master Plan \(2021\)](#)
- [Performance Audit of Equity in Recreation Programming \(22-005\)](#)
- [Climate Equity Index Report, 2019, updated 2021](#)
- [Tactical Equity Plan](#)
- [2023 Recreation Equity Report](#)
- [Community Profile](#)
- [Census Information](#)
- [Child and Youth Success Master Plan](#)

**I. PROJECT OUTCOME.** The Assessment will provide the Department with the necessary framework to determine recreation programming and communication needs for the next five years to ensure long-term affordability and sustainability. It will also review the recreation service delivery models that are best suited for the City's diverse recreation needs and reflect what is illustrated in the findings of the Assessment.

The final report shall include recommendations for the provision of programs, services, and communication for the next five years. The report shall include:

1. Relevant Trends Analysis – An outline of recreation programming and communication methods for diverse cities of comparable size.
2. Population and Socio-Demographic Analysis – An outline of the current sociodemographic and population trend, including anticipated population growth, age cohort structure, employment, family composition, language, education, and income.
3. A detailed assessment of satisfaction levels of current recreation services, programs, activities, and events.

4. Overall identification of gaps in the provision of recreation activities, programs, services, and communication.
5. Execution of community engagement activities:
  - 5.1 Compilation of the community consultation process (e.g., public survey results, comments made at open houses, user group meetings/user group survey, interviews, focus group sessions, etc.).
  - 5.2 An overall detailed summary of recreation and communications needs resulting from the consultation process.
  - 5.3 Identify current partnerships and enhancement opportunities as well as potential partnerships for the future.

**J. PROJECT TIMELINE.** Proposers are required to provide a provisional timeline, identifying each phase of the Assessment, within their submission. Proposers need to ensure sufficient time is allotted to undertake and complete the comprehensive community engagement process and to achieve the highest level of participation possible.

The Assessment shall be conducted in three phases as identified in Attachment A.

- Phase 1's preliminary finding report due 4 months after award, approximately August 2024.
- Phase 2's preliminary finding report due 8 months after award approximately December 2024.
- Phase 3's preliminary finding report due 12 months after award approximately April 2025.
- Final Comprehensive Report, including all deliverables detailed in section J, due 1 year after award, approximately April 30, 2025. .
- Presentation of findings to the Department, Parks and Recreation Board and City Council by approximately June 30, 2025.

The Contractor shall commence the Assessment within 30 days from the date the contract is fully executed (i.e., signed by all parties). The Contractor shall prepare a comprehensive report inclusive of findings and recommendations from all three phases of the Assessment and deliver to the Contract Administrator by approximately April 30, 2025.

**K. FINAL REPORT DELIVERABLES.** The Contractor is required to provide a final report and give a presentation of findings to the Contract Administrator, the Parks and Recreation Board, and subsequently City Council, by approximately June 30, 2025, that includes a clear and concise description of the work undertaken, including data sources, the methodology used, input from the public consultation process and the results of various analyses and investigative work.

The final report shall also include a five-year action plan with goals and objectives and clear recommendations for short term, medium term, and long-term implementation.

In addition to the final report, the Contractor shall provide the following:

1. Executive Summary of the main findings, including key recommendations for future services, numbered and priority ranked.
2. Summary table of outcomes.
3. Phase 1, 2 and 3 preliminary finding reports.
4. Appendices with documented summary of all processes, community input, and outcomes.
5. Copies of any communication items such as newsletters, publications, media releases, public meeting agendas, website updates, surveys/questionnaires.
6. 15 bound copies and an electronic PDF copy of the final report and executive summary.

**L. TECHNICAL REPRESENTATIVE.** The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract. The Technical Representative will provide daily oversight of this Contract to ensure compliance with this Scope of Work and performance to Contract specifications. The Technical Representative is also responsible for oversight of all the invoice payments and billing questions for purchase orders issued under this Contract. The Purchasing Agent shall be responsible for all contractual matters and is the only individual authorized to make changes of any kind to this Contract. The Contractor shall not rely upon any oral change from anyone, or a written request for change from someone other than the Purchasing Agent. All Contract changes must be in writing, signed by the Purchasing Agent. The City may identify a new Technical Representative to fulfill obligations of the Technical Representative set forth in this Contract by providing Contractor with the name and contact information of that individual in writing.

**M. PRICE SCHEDULE.** Proposers shall provide the cost to successfully develop the Assessment and facilitate inclusive and equitable participation of community members surrounding all 60 recreation centers.

Proposers shall submit their proposal for pricing on the following Pricing Schedule. Using the Pricing Schedule is required to ensure consistency in the price evaluation process. The Pricing Schedule shall be completed in its entirety and incorporated herein. Any deviations from the Pricing Schedule may be considered non-responsive and unacceptable. Pricing shall be inclusive of all fees and costs of operations to provide the contract materials and/or services, including but not limited to administrative costs, telephone, facsimile, postage, photocopying, support services and overtime, travel and any other expenses incurred in the course of representing the City. No other charges will be considered.

For information purposes, Proposers shall provide attachment worksheets, which include a breakdown of any pricing, labor hours and other rationale used in determining their pricing for the core requirements and deliverables. Blanks on the pricing pages will be interpreted as zero and no price will be allowed.

Invoicing shall be submitted to the City in accordance with the City’s General Contract Terms and Provisions, Article 3.2.2, Service Contracts, after the completion of each line item listed in the Pricing table below.

LINE ITEM	DESCRIPTION OF SERVICE	COST
1.	Phase 1 Assessment – Inclusive of community outreach, surveys, interviews, and phase 1 preliminary findings report	\$
2.	Phase 2 Assessment – Inclusive of community outreach, surveys, interviews, and phase 2 preliminary findings report	\$
3.	Phase 3 Assessment – Inclusive of community outreach, surveys, interviews, and phase 3 preliminary finding report	\$
4.	Final Comprehensive Report including all deliverables detailed in section J	\$
5.	Presentation of final report and recommendations to the Parks and Recreation Board and City Council	\$
	<b>TOTAL CONTRACT COST*</b>	\$

**\*NOTE: TOTAL CONTRACT COST IN EXCESS OF \$150,000 WILL BE NON-RESPONSIVE AND REJECTED.**

EXHIBIT C



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

**ARTICLE I**  
**SCOPE AND TERM OF CONTRACT**

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

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

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

**ARTICLE II**  
**CONTRACT ADMINISTRATOR**

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

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

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

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

### ARTICLE III COMPENSATION

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

**3.2 Invoices.**

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

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

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

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

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

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

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



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

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

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

#### **ARTICLE IV SUSPENSION AND TERMINATION**

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VI INTELLECTUAL PROPERTY RIGHTS**

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VII INDEMNIFICATION AND INSURANCE**

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

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



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

Contractor shall provide, at a minimum, the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VIII BONDS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE XI DISPUTE RESOLUTION**

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

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

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

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

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

## **ARTICLE XII MANDATORY ASSISTANCE**

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

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

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

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

### **ARTICLE XIII MISCELLANEOUS**

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Community Needs Assessment - Attachment A

Phase 1		
Council Districts 4, 8, and 9: 13 Community Planning Areas 22 Recreation Centers		
1	<a href="#">Skyline-Paradise Hills</a>	92139
2	<a href="#">Southeastern San Diego</a>	92113
3	<a href="#">Encanto Neighborhoods</a>	92114
4	<a href="#">San Ysidro</a>	92173
5	<a href="#">Tijuana River Valley</a>	92173
6	<a href="#">Otav Mesa</a>	92154
7	<a href="#">Otav Mesa-Nestor</a>	92154
8	<a href="#">Greater Golden Hill</a>	92102
9	<a href="#">City Heights</a>	92105
10	<a href="#">College Area PLAN UPDATE IN PROCESS</a>	92115
11	<a href="#">Eastern Area</a>	92115
12	<a href="#">Kensington-Talmadge</a>	92116
13	<a href="#">Normal Heights</a>	92116

Phase 2		
Council Districts 3, 6, and 7: 12 Community Planning Areas 17 Recreation Centers		
1	<a href="#">North Park</a>	92104
2	<a href="#">Barrio Logan PLAN UPDATE IN PROCESS</a>	92101
3	<a href="#">Downtown</a>	92101
4	<a href="#">University PLAN UPDATE IN PROCESS</a>	92122
5	<a href="#">Mira Mesa</a>	92126
6	<a href="#">Midway-Pacific Highway</a>	92110
7	<a href="#">Old Town San Diego</a>	92110
8	<a href="#">Linda Vista</a>	92111
9	<a href="#">Kearny Mesa</a>	92123
10	<a href="#">Serra Mesa</a>	92123
11	<a href="#">Navajo</a>	92119
12	<a href="#">Tierrasanta</a>	92124

Phase 3		
Council District 1, 2, and 5: 26 Community Planning Areas 19 Recreation Centers		
1	<a href="#">Peninsula</a>	92106
2	<a href="#">Ocean Beach</a>	92107
3	<a href="#">Mission Valley</a>	92108
4	<a href="#">Uptown PLAN UPDATE IN PROCESS</a>	92108
5	<a href="#">Mission Beach</a>	92109
6	<a href="#">Pacific Beach</a>	92109
7	<a href="#">Clairemont Mesa PLAN UPDATE IN PROCESS</a>	92117
8	<a href="#">Black Mountain Ranch</a>	92127
9	<a href="#">North City Future Urbanizing Area (NCFUA)</a>	92127
10	<a href="#">Rancho Bernardo</a>	92127
11	<a href="#">San Pasqual Valley</a>	92027
12	<a href="#">Carmel Mountain Ranch</a>	92128
13	<a href="#">Sabre Springs</a>	92128
14	<a href="#">Rancho Penasquitos</a>	92129
15	<a href="#">Fairbanks Ranch Country Club</a>	92131
16	<a href="#">Miramar Ranch North</a>	92131
17	<a href="#">Rancho Encantada</a>	92131
18	<a href="#">Scripps Miramar Ranch</a>	92131
19	<a href="#">Carmel Valley</a>	92130
20	<a href="#">Del Mar Mesa</a>	92130
21	<a href="#">Pacific Highlands Ranch</a>	92130
22	<a href="#">Torrey Highlands</a>	92130
23	<a href="#">Torrey Hills</a>	92130
24	<a href="#">La Jolla</a>	92037
25	<a href="#">Torrey Pines</a>	92121
26	<a href="#">Via de la Valle</a>	92014

District Legend:	
District 1	
District 2	
District 3	
District 4	
District 5	
District 6	
District 7	
District 8	
District 9	

Omit Community Planning Area:  
[East Elliott](#)

## Community Planning Area List

	<b>Community Area Name</b>	<b>Zip code</b>
1	<a href="#">Barrio Logan PLAN UPDATE IN PROCESS</a>	92101
2	<a href="#">Black Mountain Ranch</a>	92127
3	<a href="#">Carmel Mountain Ranch</a>	92128
4	<a href="#">Carmel Valley</a>	92130
5	<a href="#">City Heights</a>	92105
6	<a href="#">Clairemont Mesa PLAN UPDATE IN PROCESS</a>	92117
7	<a href="#">College Area PLAN UPDATE IN PROCESS</a>	92115
8	<a href="#">Del Mar Mesa</a>	92130
9	<a href="#">Downtown</a>	92101
10	<a href="#">East Elliott</a>	<del>92071</del>
11	<a href="#">Eastern Area</a>	92115
12	<a href="#">Encanto Neighborhoods</a>	92114
13	<a href="#">Fairbanks Ranch Country Club</a>	92131
14	<a href="#">Greater Golden Hill</a>	92102
15	<a href="#">Kearny Mesa</a>	92123
16	<a href="#">Kensington-Talmadge</a>	92116
17	<a href="#">La Jolla</a>	92037
18	<a href="#">Linda Vista</a>	92111
19	<a href="#">Midway-Pacific Highway</a>	92110
20	<a href="#">Miramar Ranch North</a>	92131
21	<a href="#">Mira Mesa</a>	92126
22	<a href="#">Mission Beach</a>	92109
23	<a href="#">Mission Valley</a>	92108
24	<a href="#">Navajo</a>	92119
25	<a href="#">Normal Heights</a>	92116
26	<a href="#">North City Future Urbanizing Area (NCFUA)</a>	92127
27	<a href="#">North Park</a>	92104
28	<a href="#">Ocean Beach</a>	92107
29	<a href="#">Old Town San Diego</a>	92110
30	<a href="#">Otay Mesa</a>	92154
31	<a href="#">Otay Mesa-Nestor</a>	92154
32	<a href="#">Pacific Beach</a>	92109
33	<a href="#">Pacific Highlands Ranch</a>	92130
34	<a href="#">Peninsula</a>	92106
35	<a href="#">Rancho Bernardo</a>	92127
36	<a href="#">Rancho Encantada</a>	92131
37	<a href="#">Rancho Penasquitos</a>	92129
38	<a href="#">Sabre Springs</a>	92128
39	<a href="#">San Pasqual Valley</a>	92027
40	<a href="#">San Ysidro</a>	92173
41	<a href="#">Scripps Miramar Ranch</a>	92131
42	<a href="#">Serra Mesa</a>	92123

43	<a href="#"><u>Skyline-Paradise Hills</u></a>	92139
44	<a href="#"><u>Southeastern San Diego</u></a>	92113
45	<a href="#"><u>Tierrasanta</u></a>	92124
46	<a href="#"><u>Tijuana River Valley</u></a>	92173
47	<a href="#"><u>Torrey Highlands</u></a>	92130
48	<a href="#"><u>Torrey Hills</u></a>	92130
49	<a href="#"><u>Torrey Pines</u></a>	92121
50	<a href="#"><u>University PLAN UPDATE IN PROCESS</u></a>	92122
51	<a href="#"><u>Uptown PLAN UPDATE IN PROCESS</u></a>	92108
52	<a href="#"><u>Via de la Valle</u></a>	92014

CD	Division	RCF Fund #	Location	Zip code
1	CP1	200799	Pacific Highlands Ranch RCF	92130
1	CP1	200760	La Jolla RCF	92037
1	CP1	200774	Pacific Beach RCF	92109
1	CP1	200772	Ocean Air RCF	92130
1	CP1	200748	Carmel Valley RCF	92130
2	CP1	200754	Dusty Rhodes RCF	92107
2	CP2	200778	Presidio RCF	92110
2	CP1	200745	Cadman RCF	92117
2	CP1	200789	South Clairemont RCF	92117
2	CP1	200783	Santa Clara RCF	92109
2	CP1	200744	Cabrillo RCF	92107
2	CP1	200780	Robb Field RCF	92107
2	CP1	200773	Ocean Beach RCF	92107
2	CP1	200770	North Clairemont RCF	92117
3	CP2	200756	Golden Hill RCF	92102
3	CP2	200771	North Park RCF	92104
3	DRP	200743	BP Activiy Center RCF	92101
3	DRP	200768	Muni gym RCF	92101
4	CP2	200787	Skyline Hills RCF	92113
4	CP2	200790	Southcrest RCF	92113
4	CP2	200795	Wille Henderson RCF	92113
4	CP2	200767	Mountain View RCF	92113
4	CP2	200777	Penn RCF	92139
4	CP2	200755	Encanto RCF	92114
4	CP2	200763	Martin Luther King Jr. RCF	92114
4	CP2	200750	Chollas Lake RCF	92115
4	CP2	200775	Paradise Hills RCF	92139
5	CP1	200757	Hilltop RCF	92129
5	CP1	200747	Carmel Mountain/SS RCF	92128
5	CP1	200779	Rancho Bernardo RCF	92127
5	CP1	200784	Scripps Ranch RCF	92131
5	CP1	200746	Canyonside RCF	92129
6	CP1	200762	Lopez Ridge RCF	92126
6	CP1	200765	Mira Mesa RCF	92126
6	CP1	200791	Standley RCF	92122
6	CP1	200769	Nobel RCF	92122
6	CP1	200758	Hourglass RCF	92126
6	CP1	200753	Doyle RCF	92122
7	CP1	200793	Tecolote RCF	92110
7	CP1	200761	Linda Vista RCF	92111
7	CP1	200785	Serra Mesa RCF	92123
7	CP1	200781	San Carlos RCF	92119
7	CP1	200794	Tierrasanta RCF	92124
7	CP1	200759	Kearny Mesa RCF	92111

7	CP1	200741	Allied Gardens	92120
8	CP2	200798	Cesar Solis RCF	92154
8	CP2	200749	Cesar Chavez RCF	92173
8	CP2	200782	San Ysidro RCF	92173
8	CP2	200766	Montgomery-Waller RCF	92154
8	CP2	200764	Dolores M. Memorial RCF	92113
8	CP2	200786	Silverwing RCF	92154
8	CP2	200788	Robert Egger/South Bay RCF	92154
9	CP2	200792	Stockton RCF	92102
9	CP2	200742	Azalea RCF	92105
9	CP2	200751	City Heights RCF	92105
9	CP2	200752	Colina del Sol RCF	92115
9	CP2	200776	Park De La Cruz RCF	92105
9	CP2	200740	Adams RCF	92116
all	CP2	200797	Therapeutic Recreation RCF	



## CITY OF SAN DIEGO PARKS AND RECREATION DEPARTMENT

### Solicitation No. 10090008-24-L Recreation Program Community Needs Assessment

**Prepared for:**

Salome Martinez  
Program Manager  
Parks and Recreation Department  
City of San Diego  
2125 Park Blvd, MS37C  
San Diego CA 92101

**Prepared by:**

**Annette Humm Keen, Principal**  
**Keen Independent Research LLC**  
701 N 1st Street  
Phoenix AZ 85004  
Mobile: 303-522-7269  
Phone: 303-385-8515  
[hummkeen@keenindependent.com](mailto:hummkeen@keenindependent.com)  
[www.keenindependent.com](http://www.keenindependent.com)

**KEEN  
INDEPENDENT  
RESEARCH**



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

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

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

CONTRACTOR

CITY OF SAN DIEGO  
A Municipal Corporation

Keen Independent Research  
Proposer

BY:

701 N. 1st St.  
Street Address

\_\_\_\_\_  
Print Name:

Phoenix, AZ 85004  
City

\_\_\_\_\_  
Director, Purchasing & Contracting Department

303-385-8515  
Telephone No.

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

hummkeen@keenindependent.com  
E-Mail

BY:



\_\_\_\_\_  
Signature of  
Proposer's Authorized  
Representative

Annette Humm Keen  
Print Name

Approved as to form this \_\_\_\_ day of

Principal  
Title

\_\_\_\_\_, 20\_\_\_\_.  
MARA W. ELLIOTT, City Attorney

03/21/2024  
Date

BY: \_\_\_\_\_  
Deputy City Attorney

**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:**

Consultant, Recreation Program Community Needs Assessment for Parks and Recreation Department  
Solicitation Number: 10090008-24-L

**B. BIDDER/PROPOSER INFORMATION:**

Keen Independent Research

Legal Name	Phoenix	DBA	
701 N. 1st St.		AZ	85004
Street Address	City	State	Zip
Annette Humm Keen, Principal	303-385-8515	N/A	
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.

Annette Humm Keen	Principal
Name	Title/Position
Phoenix, AZ	
City and State of Residence	Employer (if different than Bidder/Proposer)
47.5% ownership interest in the proposing company	
Interest in the transaction	

David Keen	Principal
Name	Title/Position
Phoenix, AZ	
City and State of Residence	Employer (if different than Bidder/Proposer)
47.5% ownership interest in the proposing company	
Interest in the transaction	

Alex Keen	Principal
Name	Title/Position
Phoenix, AZ	
City and State of Residence	Employer (if different than Bidder/Proposer)
5% ownership interest in the proposing company	
Interest in the transaction	

Susana Villegas	President
Name	Title/Position
San Diego, CA	SVPR Communications
City and State of Residence	Employer (if different than Bidder/Proposer)
Owner of subconsulting firm that will receive funds, if awarded the project	
Interest in the transaction	

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

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

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

**C. OWNERSHIP AND NAME CHANGES:**

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

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

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

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

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

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

**D. BUSINESS ORGANIZATION/STRUCTURE:**

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

**Corporation** Date incorporated: \_\_\_\_\_ State of incorporation: \_\_\_\_\_

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

Type of corporation: C  Subchapter S

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

If **Yes**, after what date: \_\_\_\_\_

Is your firm a publicly traded corporation?  Yes  No

If Yes, how and where is the stock traded? \_\_\_\_\_

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

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

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

If Yes, please use Attachment A to disclose.

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

**Limited Liability Company** Date formed: 03/2011 State of formation: Colorado

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

Annette Humm Keen, Principal	701 N. 1st St. Phoenix AZ 85004
David Keen, Principal	701 N. 1st St. Phoenix AZ 85004

**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: JPMorgan Chase Bank

Point of Contact: Brian Utterback

Address: PO Box 182051 Columbus OH 43218-2051

Phone Number: 331-308-0523

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.

Keen Independent will obtain a Business Tax Certificate upon notice of intent to award.

Business Tax Certificate No.: \_\_\_\_\_ Year Issued: \_\_\_\_\_

**F. PERFORMANCE HISTORY:**

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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

7. Performance References:

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

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

Company Name: Dane County, Wisconsin Parks and Zoo

Contact Name and Phone Number: Lisa MacKinnon (608) 267-1529

Contact Email: mackinnon@countyofdane.com

Address: 210 Martin Luther King Jr. Blvd., RM 106B Madison WI 53703

Contract Date: December 2021 through September 2022

Contract Amount: \$99,990

Requirements of Contract: Conduct a DEI evaluation of Dane County Parks and Zoo policies and practices.

Company Name: Santa Clara County Parks and Recreation Department

Contact Name and Phone Number: Melissa Hippard, Ph.D. (408) 824-0981

Contact Email: melissa.hippard@prk.sccgov.org

Address: 298 Garden Hill Dr., Los Gatos CA 95032

Contract Date: June 2023 to June 2024

Contract Amount: \$132,320

Requirements of Contract: Assess DEI performance and provide a customized comprehensive DEI action plan.

Company Name: Denver Arts and Venues

Contact Name and Phone Number: Ginger White Brunetti

Contact Email: gwhitebr@auroragov.org

Address: 15151 E Alameda Parkway, Aurora CO 80012

Contract Date: December 2018 through November 2019

Contract Amount: \$360,000

Requirements of Contract: Conduct a venue market analysis and feasibility study to review cultural space needs of the metro Denver arts community.

#### G. COMPLIANCE:

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

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

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

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

**H. BUSINESS INTEGRITY:**

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes No

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

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes No

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

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes No

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

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes No

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

**I. BUSINESS REPRESENTATION:**

1. Are you a local business with a physical address within the County of San Diego?

Yes No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes No

Certification # \_\_\_\_\_

3. Are you certified as any of the following:

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

**J. WAGE COMPLIANCE:**

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

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

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

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

Company Name: SVPR Communications

Address: 4501 Bird of Paradise Lane, La Mesa CA 91941

Contact Name: Susana Villegas Phone: 619-947-5742 Email: svprcommunications@gmail.com

Contractor License No.: N/A DIR Registration No.: N/A

Sub-Contract Dollar Amount: \$ 37,600 (per year) \$ 37,600 (total contract term)

Scope of work subcontractor will perform: Community outreach and engagement

Identify whether company is a subcontractor or supplier: Subcontractor

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

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

Company Name: \_\_\_\_\_

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

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

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

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

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

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

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

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

**L. STATEMENT OF AVAILABLE EQUIPMENT:**

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

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

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

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

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

**Complete all questions and sign below.**

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

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

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

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

Annette Humm Keen, Principal

Name and Title



Signature

03/21/2024

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.

Annette Humm Keen, Principal

Print Name, Title



Signature

03/21/2024

Date

DEPARTMENT OF TRANSPORTATION  
OFFICE OF CIVIL RIGHTS  
PO Box 942874, MS 79  
Sacramento, CA 95814  
Phone (916) 324-1700  
Fax (916) 324-8760  
TTY 711  
www.dot.ca.gov



Making Conservation  
a California Way of Life

June 9, 2022

Firm ID: 46064

SUSANA VILLEGAS  
SVPR COMMUNICATIONS  
4501 BIRD OF PARADISE LANE  
LA MESA, CA 91941

Subject: State Minority Business Enterprise (SMBE) and/or State Women Business Enterprise (SWBE) Recertification Approval

Dear MS. VILLEGAS:

Thank you for your continued interest in the State Minority Business Enterprise (SMBE) and/or State Women Business Enterprise (SWBE) Certification Program.

We are pleased to inform you that your business has been recertified and your firm's SMBE and/or SWBE certification is good through **JULY 1, 2023**.

**Please note that SMBE and/or SWBE certificates will no longer be issued when certifications are renewed. You will need to retain this letter as verification of your firm's certification.**

We wish you much success in your continued business endeavors.

Sincerely,

A handwritten signature in black ink that reads "Curtis E. Williams".

CURTIS E. WILLIAMS  
Office Chief, Certification  
Office of Civil Rights, Caltrans



# CALIFORNIA UNIFIED CERTIFICATION PROGRAM (CUCP)



**DEPARTMENT OF TRANSPORTATION**  
OFFICE OF BUSINESS AND ECONOMIC OPPORTUNITY  
1823 14th STREET  
SACRAMENTO, CA 95811  
Phone: 916) 324-1700  
FAX: (916) 324-1862  
TTY: 711

April 10, 2019

Ms. Susana Villegas  
SVPR Communications  
4501 Bird of Paradise Lane  
La Mesa, CA 91941

Firm ID: 46064

**Subject: Disadvantaged Business Enterprise (DBE) Certification Approval**

Dear Ms. Villegas:

I am pleased to advise you that after careful review of your application and supporting documentation, the California Department of Transportation (Caltrans) has determined that your firm meets the eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation's Code of Regulation 49 CFR Part 26, as amended. This certification is also recognized by all USDOT agencies in California.

Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific area(s) of expertise that you have identified on the NAICS Codes form of the application package:

NAICS Category Codes	Description
541810	Advertising Agencies
541820	Public Relations Agencies

Work Category Codes	Description
C8712	Public Relations
I7310	Advertising
I8740	Management & Public Relations

Your DBE certification applies only for the above code(s). You may review your firm's information in the CUCP DBE database which can be accessed at Caltrans' website at [www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm). Any additions and revisions must be submitted to Caltrans for review and approval.

April 10, 2019

Page 2

In order to assure continuing DBE status, you must submit a No Change Declaration form (which will be sent to you), along with supporting documentation. Based on your annual submission that no change in ownership and control has occurred, or if changes have occurred, they do not affect your firm's DBE standing, the DBE certification of your firm will continue until or unless it is removed by our agency.

Also, should any changes occur that could affect your certification status prior to receipt of the No Change Declaration, such as changes in your firm's name, business/ mailing address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify us immediately. Failure to submit forms and/or change of information will be deemed a failure to cooperate under Section 26.109 of the Regulations.

Caltrans reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. DBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records, and documents by Caltrans.

For information on DBE contracting opportunities, please visit our website at <http://www.dot.ca.gov/hq/esc/oe/>.

Congratulations, and thank you for your interest in the DBE Program. I wish you every business success and look forward to hearing from you if I may be of any assistance to you in this regard.

Sincerely,



MARYLEE MIGLINO  
Office Chief  
Certification Branch

**DEPARTMENT OF TRANSPORTATION**  
 OFFICE OF BUSINESS AND ECONOMIC OPPORTUNITY  
 1823 14<sup>th</sup> STREET  
 SACRAMENTO, CA 95811  
 Phone: (916) 324-1700  
 Fax: (916) 324-1862  
 TTY: 711



*Making Conservation a  
 California Way of Life.*

December 19, 2018

Mrs. Susana Villegas  
 SVPR Communications  
 4501 Bird of Paradise Lane  
 Las Mesa, CA 91941

Firm Number: 46064

Dear Mrs. Susana Villegas:

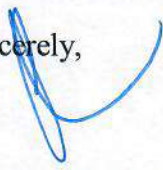
Thank you for your interest in the State Minority Business Enterprise/State Women Business Enterprise (SMBE/SWBE) Programs. Caltrans is pleased to advise you that after careful review of your application and supporting documentation, it has determined that your firm meets the eligibility standards for SMBE/SWBE certification as defined in the Code of Federal Regulations, Title 49, Part 23.53.

Your firm will be listed in the Caltrans' SMBE/SWBE database of certified firms under the following specific areas of expertise that you have identified on the application for certification.

<b>NAICS Category Codes</b>	<b>Description</b>
541810	Advertising Agencies
541820	Public Relations Agencies
<b>Work Category Codes</b>	<b>Description</b>
C8712	Public Relations
I7310	Advertising
I8740	Management & Public Relations

Your SMBE/SWBE certification and the above codes are good for two years from the date of this letter. **You will need to retain this letter as verification of your firm's certification.** Any additions and revisions must be submitted to Caltrans for review and approval in writing. The regulations also require the certified firm notify Caltrans if any changes in ownership or control have occurred. Congratulations, and I wish you every business success and look forward to hearing from you if I may be of any assistance to you in this regard.

Sincerely,

  
 MARYLEE MIGLINO  
 Office Chief  
 Certification Branch

City of San Diego



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

SVPR Communications, LLC

**Emerging Local Business Enterprise (ELBE)  
Professional Services**

(NAICS: 541830, 541820, 541810, 541890)

Certification Number: 17SV1429

**Effective: 10/21/2022 - 10/21/2024**

A handwritten signature in blue ink, appearing to read "C Silva".

---

Christian Silva  
Program Manager  
Equal Opportunity Contracting

**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: Keen Independent Research

ADA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): 701 N. 1st St.

City: Phoenix County: Maricopa State: AZ Zip: 85004

Telephone Number: 303-385-8515 Fax Number: \_\_\_\_\_

Name of Company CEO: Annette Humm Keen, David Keen, Alex Keen - Firm Principals

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

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

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Business: \_\_\_\_\_ Type of License: \_\_\_\_\_

The Company has appointed: Alex Keen

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: 701 N. 1st St. Phoenix AZ 85004

Telephone Number: 303-385-8515 Fax Number: N/A Email: alexkeen@keenindependent.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 Keen Independent Research

(Firm Name)

Maricopa

Arizona

hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 21 day of March, 2024



(Authorized Signature)

Annette Humm Keen

(Print Authorized Signature Name)

**WORK FORCE REPORT – Page 2**

NAME OF FIRM: Keen Independent Research DATE: 3/21/24

OFFICE(S) or BRANCH(ES): All (including remote workers) COUNTY: Maricopa

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

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial											2	2		
Professional		3	2	3							2	11		
A&E, Science, Computer														
Technical														
Sales														
Administrative Support												1		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column		3	2	3							4	14		
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**Grand Total All Employees** 26

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

Disabled		0	0	0							0	0		
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**WORK FORCE REPORT – Page 3**

NAME OF FIRM: Keen Independent

DATE: 3/21/24

OFFICE(S) or BRANCH(ES): All (including remote workers)

COUNTY: Maricopa

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

**Grand Total All Employees** 0

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

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

**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: Keen Independent Research LLC

Certified By Annette Humm Keen Title Principal

  
 Name  
 Signature

Date 3/20/2024



## SECTION 1. Executive Summary

---

Keen Independent Research (Keen Independent) is pleased to submit a proposal in response to the City of San Diego's Parks and Recreation Department RFP to conduct a Recreation Program and Community Needs Assessment. With our extensive experience in market research, economic and social research, and commitment to equity and inclusion, we are well-equipped to meet the requirements of this project.

### Expertise

Founded in 2011, Keen Independent is a market research, economic consulting and social research firm with a team of 26 professionals. With multiple staff members located in California and a San Diego-based subconsultant, the Keen Independent study team understands the local context and can tailor our approach to meet the specific needs of the City of San Diego.

Keen Independent staff have expertise in varied research methods and data analysis, including geospatial analysis for mapping community needs. Our team holds advanced degrees in various relevant fields and has extensive experience conducting research to support equity efforts and expand access to parks and community facilities.

### Experience

Keen Independent has a long history of working with parks and other community facilities to assess current use, identify current and future community needs, assess programming and venue inventories, expand equitable access and produce actionable findings. The study team has a proven track record of engaging with stakeholders (including active, former and non-users) to gather valuable insights and feedback.

Keen Independent's expertise in qualitative and quantitative research ensures that the data and information collected are valid and comprehensive. We regularly collect original data through various methods, including online and telephone surveys, intercept surveys, in-depth interviews, focus groups, virtual workshops and public meetings. Our multipronged approach ensures that all voices are heard, leading to more inclusive and effective strategies.

### Proven Results

Keen Independent uses qualitative and quantitative results to "tell the story behind the numbers." The qualitative results help illustrate the patterns and themes we find in the quantitative data. Our reports integrate quantitative results with quotes from participants (anonymized) that integrate stakeholder perspectives in their own words. By using this approach, we ensure that the multiple perspectives, identities and lived experiences of research participants are reflected in our findings.

Our past projects have led to the development of new policies and programs, improved service offerings and enhanced agency priorities. We have a reputation for completing studies on time and on budget, ensuring that our clients receive high-quality, data-driven results that meet their needs.

### Conclusion

The Keen Independent study team is ideally suited to complete this project due to our national market analysis and feasibility study experience, proven community engagement methods, inclusive and holistic approaches to understanding community needs, strong project management and communication skills, and a reputation for completing studies on time and on budget.

## SECTION 2. Staffing Plan

---

In Section 2, Keen Independent introduces the key team members that will be assigned to this project.

### Key Team Members

Key study team personnel for this assignment are listed below, along with their proposed role for the project. Resumes detailing past project experience, education and geographical location are attached at the end of this section. Each has experience relevant to this assignment.

- **Annette Humm Keen, Keen Independent Principal.** Annette will be the project manager for this assignment and will oversee all aspects of the study. She will be the main point of contact for the City throughout the duration of the assignment.
- **David Keen, Keen Independent Principal.** David will oversee quantitative analysis, and assist with other quality assurance and quality control.
- **Alex Keen, Keen Independent Principal.** Alex will oversee market research and recommendations for future services, as well as assist with stakeholder engagement strategies.
- **Janine Kyritsis, Keen Independent Chief Listening Officer.** Janine will oversee subconsultant participation on the project and qualitative analysis, as well as Keen Independent staff allocation.
- **Dr. Nicole Yates, Keen Independent Senior Consultant.** Nicole will serve as the project expeditor and will contribute to study design, methodology and report writing. As a Southern California resident, Nicole can assist with community engagement activities.
- **Dr. Joseph Broad, Keen Independent Senior Consultant.** Joseph will conduct data collection and analysis. As a California resident, Joseph is available to assist with engagement activities.
- **Jennifer Tuchband, Keen Independent Senior Consultant and General Manager.** Jennifer will assist with market research, analyze community engagement results and final recommendations.
- **Heather Calvin, Keen Independent Senior Consultant.** Heather will assist with analyzing community engagement results, service gap identification and final recommendations.
- **Haley Adams, Keen Independent Consultant.** Haley will assist with market research, GIS mapping and report writing. As a resident of Southern California, Haley is available to assist with in-person community engagement activities.
- **Kristen Bethune, Keen Independent Consultant and Business Services Manager.** Kristen will assist with data analysis, study communications and report writing.
- **Manuel Perez, Keen Independent Consultant.** Manuel will assist with market research, population and socio-demographic analysis, provide Spanish translations and assist with interviews, focus groups and meetings conducted in Spanish.
- **Susana Villegas, SVPR Communications President.** Susana will conduct community engagement and outreach for the study, primarily. A San Diego resident, Keen Independent may specify that Susana be available for certain limited stakeholder engagement activities.

## Team Member Availability

Keen Independent Principals and other key project staff are readily available to meet with clients and stakeholders following Keen Independent's "client focused" approach. Keen Independent is a remote firm, with staff across the country, including Southern California. Staff are available for study needs during standard business hours for all time zones in the continental United States.

Although much of our work can be completed remotely or using a hybrid approach, Keen Independent staff are willing and able to travel to San Diego, as needed for the assignment. We can tap our four team members located in California, including subconsultant Susana Villegas who is a San Diego area resident, to reduce the environmental and financial impacts of long-distance travel.

## Background Checks

Keen Independent has previously worked with clients that require background and security checks for contractors. We have fully complied with these requirements and have facilitated the appropriate checks for project staff. Keen Independent is prepared to comply with any background checks required by the City for this project.

Additionally, all Keen Independent staff members undergo reference checks and verification of academic credentials during the pre-employment screening process. Any subconsultants that Keen Independent works with are fully vetted by our Chief Listening Officer, Janine Kyritsis, and trained per the firm's document sharing and data storage and management protocols.



## ANNETTE HUMM KEEN KEEN INDEPENDENT PRINCIPAL

Annette Humm Keen co-founded Keen Independent in 2011 after years as a Senior Consultant at a Denver-based consulting firm and as an owner of a landscape design-build firm. Her experience includes market research, program evaluation, needs assessments, community engagement and program implementation. Her work has influenced government agencies and nonprofits nationwide.

**Years of Experience: 30+**  
**Years with Firm: 12**  
**Location: Phoenix AZ**

### Education

M.L.A., Landscape Architecture,  
Harvard University,  
Cambridge, MA

B.A., Anthropology, summa cum  
laude, St. John's University, NY

### Highlights

Decades of experience listening  
to diverse customers and  
developing strategies to  
better reach them and meet  
their needs

Conducted research for the  
Museum of Science Boston  
resulting in a \$300,000 increase  
in membership revenue

### Professional Affiliations

Former Board President of a  
recreation/entertainment  
venue in the Denver CO  
Metro Area

Former Board President of a  
nonprofit horse facility in the  
Denver CO Metro Area

Former two-term president of  
an Arizona performing  
arts center

## Relevant Project Experience

Equity Assessment | Santa Clara County Parks and Recreation Department, CA

Equity and Access Program Evaluation | Dane County Parks and Zoo, WI

Equity and Access Use Assessment | City of Denver Parks, CO

Visitor Experience Research and Planning Study | City and County of Denver's Parks Department, CO

Audience Research and Outreach to Diverse Communities | Arizona Game and Fish Department, AZ

Marketing and Visitor Research | Smithsonian National Zoo, Washington, D.C.

Market Analysis, Communications and Visioning Study | Longwood Gardens, PA

Marketing and Membership Research | Museum of Science Boston, MA

Membership Survey and Research | Peabody Essex Museum, Salem, MA

Membership Research | Philadelphia Museum of Art, PA

Marketing and Audience Research | Museum of Nature and Science, CO

Market Analysis and Feasibility Study | Denver Arts & Venues, CO

DEIB Strategic Plan (including parks) | Salt Lake City, UT

Diversity and Inclusion Assessment | Maryland-National Park and Planning Commission, MD

Equity Study | Recreation and Park Commission for the Parish of East Baton Rouge, LA

## Professional Skills

- Quality assurance/quality control
- Strategic planning
- Program evaluation
- Community outreach
- Market research
- Equitable and accessible recreation services
- Needs assessments
- Policy development
- Visioning process



## DAVID KEEN

KEEN INDEPENDENT PRINCIPAL

David Keen co-founded the firm in 2011 after serving as Managing Director of BBC Research & Consulting. David has nearly 40 years of experience conducting studies for art and cultural clients and served as lead researcher for the National Endowment for the Arts in its Surveys of Public Participation in the Arts and retains an on-going relationship.

**Years of Experience: 30+**  
**Years with Firm: 12**

### Education

M.C.R.P., City and Regional Planning, Harvard University, MA

B.S., Business Administration, University of Arizona, AZ

### Highlights

Lead researcher for the National Endowment for the Arts in its Surveys of Public Participation

Former economic development board commissioner for Wickenburg, AZ

Won a series of American Marketing Association and Public Relations Society awards for research

Testified as an expert witness regarding economic research issues in federal district court

### Professional Affiliations

Former board member of the Desert Caballeros Western Museum

Former Adjunct faculty, University of Denver

## Relevant Project Experience

Equity Assessment | Santa Clara County Parks and Recreation Department, CA

Equity and Access Program Evaluation | Dane County Parks and Zoo, WI

Equity and Access Assessment | City of Denver Parks, CO

Visitor Experience Research and Planning Study | City and County of Denver's Parks Department, CO

Audience Research and Outreach to Diverse Communities | Arizona Game and Fish Department, AZ

Diversity and Inclusion Assessment | Maryland-National Park and Planning Commission, MD

DEIB Strategic Plan (including parks) | Salt Lake City, UT

Venue Market Analysis and Feasibility Study | Denver Arts & Venues, CO

Marketing and Audience Research | Museum of Nature and Science, CO

Cultural Facilities Planning Study | City of Waco, TX

Market Analysis, Communications and Visioning Study | Longwood Gardens, PA

Marketing and Membership Research | Museum of Science Boston, MA

Marketing and Membership Research | Smithsonian National Zoo, Washington, D.C.

Equity Study | Recreation and Park Commission for the Parish of East Baton Rouge, LA

Census Data Analytics | City of San Jose, CA

Public Services Assessment | work2future, City of San Jose, CA

## Professional Skills

- Business planning
- Feasibility studies
- Public policy analysis
- Products research
- Strategic planning
- Market research
- Demographic projections
- Economic projection
- Project management



## ALEX KEEN

KEEN INDEPENDENT PRINCIPAL

Alex Keen leads the firm’s arts and culture practice and has wide-ranging expertise in feasibility studies, arts and cultural planning, market research, public engagement, risk management, grant/policy writing, event planning, production management and technical production. He also has extensive qualitative and quantitative research capabilities.

**Years of Experience: 15+**

**Years with Firm: 12**

### Education

M.S., Security Management (Organizational Security), University of Denver, CO

Bachelor of Interdisciplinary Studies, (Theatre/Urban Planning), Arizona State University, AZ

### Certifications and Training

IAVM Academy for Venue Safety and Security, IAVM Venue Management School

### Highlights

Won a top award for excellence from the Arizona Chapter of the American Planning Association

### Professional Affiliations

Former Adjunct Faculty (arts and culture): University of Denver, Mesa Community College, Scottsdale Community College

International Association of Venue Managers Member (IAVM) Academy for Venue Safety and Security, Co-Chair

Former advisory board member for Prism Theatre, ASU

## Relevant Project Experience

Equity and Access Assessment | City of Denver Parks, CO

Equity and Access Program Evaluation | Dane County Parks and Zoo, WI

Sports and Recreation Programming Market Study | Aurora, CO

Recreation and Entertainment Operational Assessment | Allen, TX

Sports and Event Industry Analysis | Maryland State Lottery and Gaming Control Commission, MD

Park and Museum Strategic Planning | Rockwood Park and Museum, DE

Community Center Strategic Planning | Gateway Center, AL Park and Event Center Operational Analysis | Kemper Center, WI

Market Analysis and Feasibility Study | City of Corona Recreation Division, CA

Market Analysis and Feasibility Study | Denver Arts & Venues, CO

Audience Research and Outreach to Diverse Communities | Arizona Game and Fish Department, AZ

Market Area Profile and Demographic Data Analysis | Robbins Library, MA

Needs Assessment | University of North Carolina, NC

Space Gap and Needs Assessment | Bravo Greater Des Moines, IA

Mixed Use Facility Market Analysis | Waco, TX

Membership Survey and Research | Peabody Essex Museum, Salem, MA

## Professional Skills

- Art and culture policies
- Market research
- Arts management
- Visioning and strategic planning
- Project management
- Event management
- Donor relations
- Risk assessment
- Cost analysis



## JANINE KYRITSIS

KEEN INDEPENDENT CHIEF LISTENING OFFICER

Janine Kyritsis is responsible for providing firm-wide strategic planning, listening externally to client needs and internally to team needs. She is also responsible for firm marketing and business development initiatives. She continues to support current firm projects as the qualitative research lead, where she analyzes in-depth interviews, public meetings and other anecdotal information for studies.

**Years of Experience: 25+**

**Years with Firm: 12**

### Education

M.S., Counseling and College Student Development, Long Island University, New York, NY

B.A., Anthropology/Sociology, St. John's University, New York, NY

### Highlights

Assisted in qualitative, utilization and availability analyses for 70+ equity studies

Served as a Quality Assurance Consultant to the U.S. Department of Education in Washington, D.C. to develop policies on institutional compliance

Managed multi-million-dollar state, federal and private dollars including fiscal reporting and facilitating of on- and off-campus work-study programs in the New York City metro area

## Relevant Project Experience

Equity and Access Program Evaluation | Dane County Parks and Zoo, WI

NY International Auto Show Visitor Research | New York, NY

DEI Consulting | Metropolitan Water District of Southern California

Equity and Accessibility Study | Usdan Summer Camp, NY

DEI Strategy | Orange County Transportation Authority, CA

DEIB Strategic Plan (including parks) | Salt Lake City, UT

Equity Study | Recreation and Park Commission for the Parish of East Baton Rouge, LA

DEI Strategic Plan | Des Moines Water Works, IA

EDI Strategy | Arizona Department of Education, AZ

Diversity and Inclusion Assessment | Maryland-National Capital Park and Planning Commission, MD

DEI Plan and Training | Salem Area Mass Transit District, OR

Venue Market Analysis and Feasibility Study | Denver Arts & Venues, CO

Market Research and Message Testing | Santa Clara Valley Water District, CA

## Publications

*Resource Guide for Improving Diversity and Inclusion Programs for the Public Transportation Industry, Transit Cooperative Research Program, Transportation Research Board, 2021*

## Professional Skills

- Diversity, equity and inclusion studies
- Qualitative research and analysis
- Quality assurance/quality control
- Education-related studies
- Data management
- Quantitative analysis
- Strategic planning
- Project management



## DR. NICOLE YATES

KEEN INDEPENDENT CONSULTANT

Dr. Nicole Yates joined Keen Independent as a researcher with a passion for creating equitable educational and employment opportunities for historically marginalized groups. She seeks to utilize her analytical and interpersonal skills to execute inclusive initiatives in organization management.

**Years of Experience: 12**

**Years with Firm: 2**

### Education

Ph.D., Urban Education Policy,  
University of Southern  
California, Los Angeles, CA

M.A., Psychology, Stanford  
University, Stanford, CA

B.A., Drama, Stanford  
University, Stanford, CA

### Highlights

Testified on workforce issues  
before a state legislative  
committee

Evaluated workplace climate for  
a number of Keen Independent  
equity studies

### Professional Affiliations

Secretary of the Board of  
Directors, Conundrum Theatre  
Company, Burbank, CA

Journal Submission Reviewer,  
*Learning and Individual  
Differences*

Alumni interviewer, Stanford  
Alumni Association

Former mentor, Upward Bound,  
Los Angeles, CA

Former soloist, Choral Arts  
Society of Washington

### Relevant Project Experience

Equity Assessment | Santa Clara County Parks and Recreation Department, CA

Market Analysis and Feasibility Study | City of Corona Recreation Division, CA

Program Design | Los Angeles Unified School District, CA

Public Services Assessment | work2future, City of San Jose, CA

Sports and Recreation Programming Market Study | Aurora, CO

Equity and Accessibility Study | Usdan Summer Camp, NY

Needs Assessment | University of North Carolina, NC

Space Gap and Needs Assessment | Bravo Greater Des Moines, IA

Equity Study | Recreation and Park Commission for the Parish of East Baton Rouge, LA

DEI Strategic Plan and Consulting | Salem Area Mass Transit District, OR

DEI Strategic Plan | Des Moines Water Works, IA

Strategic Plan | Latino Cultural Arts Center, CO

### Relevant Work Experience

Research Associate and Project Manager | University of Southern California,  
Rossier School of Education, Los Angeles, CA

Senior Research Analyst and Applications Specialist | National Society of  
Black Engineers, Alexandria, VA

Research Assistant | Stanford Psychology Research Labs, Stanford, CA

### Professional Skills

- Diversity, equity and inclusion studies
- Statistical and regression analysis
- Strategic planning
- Educational policy
- Project management
- Program evaluation
- Community outreach
- Focus group facilitation
- Survey development





## DR. JOSEPH BROAD

### KEEN INDEPENDENT SENIOR CONSULTANT

Joseph brings unique skills in quantitative methods, causal inference and experimental survey design to the study team. He has led the development of custom Keen Independent software packages including backend machine learning algorithms for automated classification, data collection, information retrieval, record linkage and report production. He regularly conducts analysis of demographic and industry sector data for Keen Independent. Joseph is a California resident.

**Years of Experience: 9**  
**Years with Firm: 4**  
**Education**

Ph.D., Political Science,  
University of California, Davis,  
Davis, CA

B.A., Political Science and  
Philosophy, University of  
Nevada, Reno, NV

### Highlights

For the past 9+ years,  
conducted political science  
research in public opinion and  
ideology, including subjects of  
social, economic and  
environmental justice

Managed communications,  
news monitoring and analysis,  
constituent outreach and  
cooperated in senior political  
strategy meetings for U.S.  
Senator Harry Reid  
(former United States Senate  
Democratic Leader in  
Washington, D.C.)

Doctoral research focused on  
statistical methods used for  
information retrieval on topics  
related to public discourse on  
environmental issues

### Relevant Project Experience

Equity and Access Program Evaluation | Dane County Parks and Zoo, WI

Equity Study | Recreation and Park Commission for the Parish of East Baton Rouge, LA

Diversity and Inclusion Assessment | Maryland-National Park and Planning  
Commission, MD

Organization Inventory and Equity Analysis | North County Transit District, CA

Census Data Analytics | City of San Jose, CA

Labor Market Analysis | work2future, City of San Jose, CA

Feasibility Study | Penumbra Center for Racial Healing, MN

Feasibility Study | City of Bloomington, IN

DEI Strategic Plan and Consulting | Salem Area Mass Transit District, OR

Strategic Equity Plan | Des Moines Water Works, IA

Organization Inventory and Equity Analysis | State of Colorado

Organization Inventory and Equity Analysis | City of Atlanta, GA

Organization Inventory and Equity Analysis | City of Columbia, SC

### Relevant Past Work Experience

Nevada Deputy Press Secretary and Outreach Coordinator | Office of the Senior  
Democratic Leader for the United States Congress/Harry Reid of Nevada,  
Washington, D.C.

### Professional Skills

- Equity studies
- R, Stata, Python
- Constituent outreach
- Regression analysis
- Market research
- Experimental survey design
- Technology advancing initiatives
- Data collection
- Data visualization and analysis
- Quantitative research
- Machine learning
- Conservation programs



## JENNIFER TUCHBAND

KEEN INDEPENDENT GENERAL MANAGER AND SENIOR CONSULTANT

Through her expertise of in-depth research, stakeholder engagement, building consensus and guiding strategic plans, Jennifer finds solutions that guide clients' important decisions. She works towards strengthening organizations while maintaining focus on social impact and equity. Jennifer recognizes that every community is unique and makes every project custom tailored to each client.

**Years of Experience: 10+**

**Years with Firm: 3**

### Education

M.F.A., Theatre (Arts Entrepreneurship and Management), Arizona State University, AZ

Graduate Certificate in Nonprofit Leadership and Management, Arizona State University, AZ

B.A. Theater Design and Production, Business Minor, Arizona State University, AZ

### Highlights

2020 recipient of the International Association of Venue Managers (IAVM) 30 Under 30 Award

### Professional Affiliations

International Association of Venue Managers member (IAVM) and research committee and content committee member

Board Treasurer and Central Arizona Region Lead of Arizona Women's Climbing Coalition

Association of Performing Arts Professionals Member

Board treasurer for ITCH Theatre, AZ

## Relevant Project Experience

Strategic Planning | Conundrum Theatre Company, CA

Market Research and Message Testing | Santa Clara Valley Water District, CA

Diversity and Inclusion Assessment | Maryland-National Park and Planning Commission, MD

Sports and Recreation Programming Market Study | Aurora, CO

Recreation and Entertainment Operational Assessment | Allen, TX

Park and Event Center Operational Analysis | Kemper Center, WI

Equity Study | Recreation and Park Commission for the Parish of East Baton Rouge, LA

Park and Museum Strategic Planning | Rockwood Park and Museum, DE

Needs Assessment | University of North Carolina, NC

Space Gap and Needs Assessment | Bravo Greater Des Moines, IA

Venue Market Analysis and Feasibility Study | Denver Arts & Venues, CO

Feasibility Study, Management and Operational Assessment | Mizel Arts and Culture Center, CO

Facility Master Plan and Strategic Plan Update | Latino Cultural Arts Center, CO

Market Analysis and Feasibility Study | City of Corona, CA

Audience Research and Outreach to Diverse Communities | Arizona Game and Fish Department, AZ

## Professional Skills

- Visioning process
- Industry standards for arts facilities
- Theatre production
- Survey analysis
- Membership services
- Strategic planning
- Cost analysis
- Venue operations
- Market research
- Arts master planning
- Feasibility studies



## HEATHER CALVIN

KEEN INDEPENDENT SENIOR CONSULTANT

Heather Calvin has an extensive expertise in arts and culture administration as well as audience experience design, market opportunity assessment, and strategic planning and execution. She’s known for working with stakeholders to define vision and plan implementation, managing projects to exceed goals and for using data informed strategies to meet complex organizational challenges.

**Years of Experience: 25+**

**Years with Firm: 2**

### Education

M.A., Public Affairs  
(concentrations: Public and Nonprofit Management, Women and Public Policy),  
Hubert H Humphrey Institute of Public Affairs, University of Minnesota, Minneapolis, MN

B.A., History, Phi Beta Kappa,  
Washington University in St. Louis, St. Louis, MO

### Certifications and Training

Transformational DEI, Greater Boston Chamber of Commerce/  
Diversity@Workplace Consulting (10/21)

Executive Certificates in Strategy and Innovation (6/22) and Management and Leadership (3/22), MIT Sloan School of Management

### Professional Affiliations

Board of Trustees, Robbins Library, Arlington MA (current)

Member Advisory Committee, Tessitura Network (3/17–11/20)

Leadership Advisory Committee, Collaboration for Ongoing Visitor Experience Studies (10/14–10/19)

## Relevant Project Experience

Program Evaluation | Dane County Parks and Zoos, WI

Market Area Profile and Demographic Data Analysis | Robbins Library, MA

Sports and Event Industry Analysis | Maryland State Lottery and Gaming Control Commission, MD

Membership Survey and Research | Peabody Essex Museum, MA

Strategic Planning | Springfield Art Museum, MO

Strategic Planning | City of Mesa, AZ

Historic Building Marketing and Feasibility Study | Town of Royalston, MA

Growth and Sustainability Assessment | Arlington Libraries Foundation, MA

## Relevant Work Experience

Vice President, Visitor Experience | Museum of Science, Boston, MA

Associate Vice President, Visitor Experience and Membership | Museum of Science, Boston, MA

Director, Membership and Annual Fund | Museum of Science, Boston, MA

Director of Development | Women’s Funding Network, St. Paul, MN

## Professional Skills

- Audience research
- Coaching and mentoring emerging leaders
- Operational strategy and management
- Community partnership
- Earned and contributed revenue
- Project management
- Membership and annual giving
- Business analysis, modeling and forecasting
- Nonprofit leadership
- Customer experience
- Board and donor relations
- CRM and POS systems
- Internal and external relations
- Change management
- Accessibility



## HALEY ADAMS KEEN INDEPENDENT CONSULTANT

Haley Adams is one of the firm’s Geographic Information Systems (GIS) specialists with fluency in ArcGIS Pro, ArcMap, ArcGIS Online and other geospatial software. She conducts qualitative and quantitative research as part of Keen Independent’s equity and disparity studies. Haley has proficiency in Spanish and Russian, as well as an interest in linguistics. Haley is a former Tempe resident.

**Years of Experience: 6**

**Years with Firm: 3**

### Education

M.S., in Geographic Information Systems, Arizona State University, Tempe, AZ

B.A., Geography, Arizona State University, Tempe, AZ

B.A., History, Arizona State University, Tempe, AZ

### Highlights

Created static and interactive mapping for city master plans in Arizona and Colorado

While in graduate school, studied locations of public art in Tempe by land parcel to identify the best future locations for equitable distribution of public art based on a variety of demographic and environmental factors

Performs qualitative analysis of stakeholder interviews and business ownership research nationwide.

### Relevant Project Experience

Equity and Access Program Evaluation | Dane County Parks and Zoo, WI

Parks and Recreation Master Plan | City of Tempe, AZ

Sports and Recreation Programming Market Study | Aurora, CO

Diversity and Inclusion Assessment | Maryland-National Capital Park and Planning Commission, MD

Market Analysis and Feasibility Study | City of Corona Recreation Division, CA

Arts and Culture Strategic Planning | City of Mesa, AZ

EDI Strategy | Arizona Department of Education, AZ

Arts and Culture Master Plan | City of Golden, CO

Arts and Culture Master Plan | City of Jefferson, MO

Master Plan and Strategic Plan Update | Latino Cultural Arts Center, CO

Mixed Use Facility Market Analysis | Waco, TX

Asset Mapping | City of Thornton, CO

Asset Mapping | Lewisville, TX

Historic Building Marketing and Feasibility Study | Town of Royalston, MA

Diversity Audit | Oregon Mental Health Regulatory Agency, OR

Organization Inventory | Oregon Department of Transportation

### Professional Skills

- Geographic Information Systems
- DEIB studies
- Survey development
- Master planning
- Spatial statistics and modeling
- Site selection
- Qualitative research
- Project management
- Subconsultant coordination



## KRISTEN BETHUNE

KEEN INDEPENDENT CONSULTANT AND BUSINESS SERVICES MANAGER

Kristen brings a strong background in social science research and education to the Keen Independent team. Her experience spans economic, gender and racial inequalities to workplace policies and culture. She is trained in advanced research methods and data analysis for both quantitative and qualitative research. She is trained in spatial analysis and socio-demographic research from a holistic perspective.

**Years of Experience: 9**  
**Years with Firm: 1**

### Education

M.A., Sociology and Criminology, University of North Carolina Greensboro, Greensboro, NC

B.A., Sociology, University of North Carolina Greensboro, Greensboro, NC

### Highlights

Awarded William Knox Graduate Scholarship for outstanding academic performance

Former research assistant for The African American Family Strengths and Strategies Lab

### Professional Affiliations

Member of Alpha Kappa Delta Honors Society

Member of the Southern Sociological Society

Former undergraduate advisor, University of North Carolina Greensboro

## Relevant Project Experience

Equity Assessment | Santa Clara County Parks and Recreation Department, CA

Recreation and Entertainment Operational Assessment | Allen, TX

Public Services Assessment | work2future, City of San Jose, CA

Equity and Accessibility Study | Usdan Summer Camp, NY

Sports and Recreation Programming Market Study | Aurora, CO

Park and Event Center Operational Analysis | Kemper Center, WI

Park and Museum Strategic Planning | Rockwood Park and Museum, DE

Community Center Strategic Planning | Gateway Center, AL

Space Gap and Needs Assessment | Bravo Greater Des Moines, IA

Strategic Planning | City of Mesa, AZ

Market Analysis | Frisco, TX

Strategic Planning | Springfield Art Museum, MO

Historic Building Marketing and Feasibility Study | Town of Royalston, MA

## Examples of Relevant Work Experience

W.K. Kellogg Fellow | Kellogg Foundation and Rutgers School of Management and Labor Relations, NJ

## Professional Skills

- Advanced multivariate analysis
- Stakeholder engagement
- Data mining
- Qualitative interviews
- Literature reviews
- Organizational analysis
- Project management
- Market analysis
- Labor studies
- Study design
- Workforce analysis
- Research methods
- Policy analysis



## MANUEL PEREZ

KEEN INDEPENDENT CONSULTANT

Manuel Perez applies his cross-disciplinary skills to help our clients better understand communities, businesses and economic and cultural systems across the country. He has experience in data collection and management, regression and other statistical analysis and revenue forecasting. Manuel is a competitive dancer and performer and is fluent in Spanish.

### Years of Experience: 4+ Years with Firm: 3+ Education

M.S., Economics, Krannert School of Management at Purdue University, West Lafayette, Indiana

B.S., Economics (magna cum laude), W.P. Carey School of Business at Arizona State University, Tempe, Arizona

### Highlights

Responsible for the Spanish translation of survey instruments; has recently translated materials for the cities of Waco, San Marcos, and Salt Lake City

Taken part in market studies and public policy impact analyses at the local, regional, state and national levels.

### Relevant Project Experience

Equity and Access Program Evaluation | Dane County Parks and Zoo, WI

Equity Study | Recreation and Park Commission for the Parish of East Baton Rouge, LA

Sports and Recreation Programming Market Study | Aurora, CO

Recreation and Entertainment Operational Assessment | Allen, TX

Audience Research and Outreach to Diverse Communities | Arizona Game and Fish Department, AZ

Park and Event Center Operational Analysis | Kemper Center, WI

DEIB Strategic Plan (including parks) | Salt Lake City, UT

Space Gap and Needs Assessment | Bravo Greater Des Moines, IA

Strategic Planning | Mexican Cultural Arts Alliance

Strategic Planning | City of Mesa, AZ

Strategic Planning | Latino Cultural Arts Center, CO

Needs Assessment | University of North Carolina, NC

Feasibility Study | Penumbra Center for Racial Healing, Saint Paul, MN

Feasibility Study | Usdan Summer Camp for the Arts, NY

Market and Operational Analysis | Clark State Performing Arts Center, OH

Organization Inventory and Equity Analysis | City of Atlanta, GA

### Professional Skills

- Quantitative analysis
- Qualitative analysis
- Market research
- Strategic planning
- In-depth interviews
- Public policy analysis
- Data management
- Revenue forecasting
- Data collection
- Survey creation
- Economic analysis



## SUSANA VILLEGAS

### SVPR COMMUNICATIONS PRESIDENT

Susana Villegas is President of SVPR Communications. She is an expert in creative English- and Spanish-language communications, marketing, community outreach and engagement to national audiences and hard-to-reach communities. She is highly skilled in tailored, culturally effective messaging and inclusive public participation campaigns on behalf of governments, public agencies and nonprofits.

**Years of Experience: 21**

**Years with Firm: 10**

#### Education

B.A., Communication Sciences,  
Universidad del Valle,  
Cali, Columbia

#### Certifications and Training

Corporate Communication  
Certificate, Johnson College of  
Business, Cornell University

Policy of Leadership  
Institute Graduate

San Diego County Water  
Academy Graduate

#### Highlights

2020 California Association of  
Public Information Officials  
Award of Distinction

2019 Public Communications  
Achievement Award, American  
Water Works Association

#### Professional Affiliations

City of San Diego Small Local  
Business Enterprise (SLBE)

Disadvantaged Business  
Enterprise (DBE)

State Women-Owned Business  
Enterprise (SWBE)

State Minority Business  
Enterprise (SMBE)

Public Relations Society of  
America member

### Relevant Project Experience

Communications and Digital Campaign | Parks After Dark, City of San Diego,  
County of San Diego, and the San Diego Parks Foundation, CA

Social Media Campaign | Casa Familiar, CA

Communication and Outreach | San Diego Association of Governments, CA

Community Outreach | Duty Free Americas/UETA, CA

Public Relations | Otay Water District, CA

Public Outreach Campaign | City of National City, CA

Public Relations | Sweetwater Authority, CA

Communication Strategy | Escondido Union School District, CA

Public Relations | Otay Water District, CA

### Related Areas of Service

Policy Advisor | San Diego City Council

Board of Directors | Chula Vista Chamber of Commerce

Chancellor’s Community Advisory Board | University of California, San Diego

Board of Directors | Sharp CV Medical Center

### Professional Skills

- Communications
- Marketing
- Cross-cultural and bilingual communication
- Community engagement
- Qualitative research
- Public workshops
- Social media
- Public relations
- Stakeholder management

## SECTION 3. Capability and Capacity to Provide Services

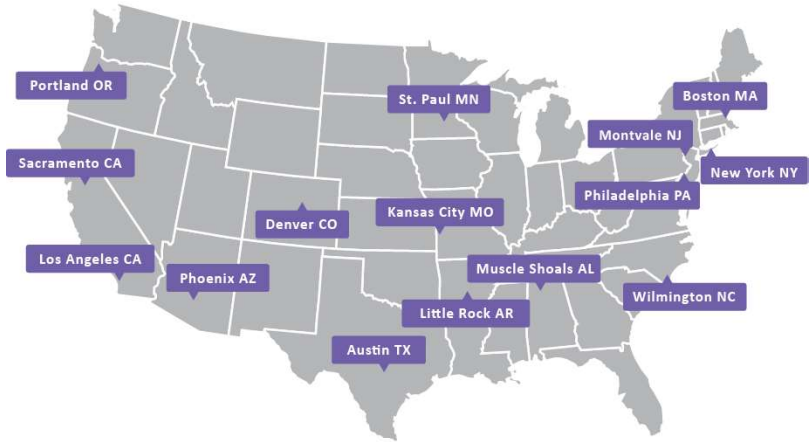
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Keen Independent is pleased to present our qualifications that make us ideally suited to perform the Recreation Program Community Needs Assessment for the San Diego Parks and Recreation Department.

### Firm Overview

Keen Independent is a market research, economic consulting and social research firm, founded in 2011. We have offices in Denver and Phoenix and our team of 26 professionals are located throughout the country, including several staff members in California.

Keen Independent team members have advanced degrees in the social sciences, city and regional planning, landscape architecture, public policy, economics and arts and venue management. Our staff have extensive experience conducting research to support equity efforts and expand access to parks and other community facilities, including needs assessments, service gap analyses, feasibility studies, socio-demographic analyses, market research, community engagement, comparative analyses of similar organizations and providing implementable recommendations.



**Operating characteristics.** The Keen Independent team works with public, private and nonprofit organizations in a variety of practice areas with projects ranging from \$10,000 to \$2 million in size. We tailor our study methodology for each assignment and craft a collaborative working relationship with our clients and the communities we serve.

**Philosophy.** At Keen Independent, we are known for unbiased results. Our team will provide a data-driven, objective assessment while also telling the “story behind the numbers.” Keen Independent combines rigorous research methods (in-depth interviews, focus groups, survey research, ethnography and complex statistical analysis) with innovative community outreach and engagement strategies to better understand issues within a community and city.

The common thread in our work is independent advice that combines creativity, passion and honesty. Keen Independent study team members have provided consulting advice with this level of integrity for more than 30 years. We also demonstrate our integrity and client-first philosophy through:

- The study team’s references, who can attest to the integrity of the team;
- Past awards from our clients for exceptional performance and results; and
- The fact that much of our work involves repeat clients.



## Subconsultant Firm Overview



SVPR Communications of San Diego is an award-winning public relations firm that provides -English- and Spanish-language communications, media, and crisis management services. It contributes culturally sensitive strategies to reach diverse, local audiences and hard-to-reach communities. SVPR is a City of San Diego-certified Small Local Business Enterprise (SLBE).

SVPR is led by Susana Villegas, a bilingual communications professional with local knowledge of City of San Diego government, community-based organizations, the business community and other area stakeholders. She is a former Policy Advisor to the San Diego City Council and worked as Director of External Affairs for Casa Familiar, a non-profit organization serving the border communities of the San Diego/Tijuana region. She serves on the Chancellor’s Community Advisory Board of the University of California, San Diego, and on the board of directors of the Sharp Chula Vista Medical Center, the Barrio Logan College Institute, the Chula Vista Chamber of Commerce, and the Chula Vista Charitable Foundation.

## Capability and Experience

To demonstrate Keen Independent’s capability to meet City needs and complete the Recreation Programming and Community Needs Assessment, an overview of our experience is provided below.



**Experience conducting community and market research for parks and related agencies.** Keen Independent has worked with public and nonprofit organizations across the nation to understand the changing demand for recreation and leisure activities, as well as how to ensure equitable access to public spaces and programming. We have experience collecting data on park users and non-users. We have successfully engaged large, diverse communities while ensuring that the historically underserved and underrepresented are included in the study process.

For example:

- The Santa Clara County Parks and Recreation Department engaged Keen Independent to perform an equity assessment that generated input from over 500 stakeholders. In addition to interviews and focus groups, Keen Independent conducted a virtual workshop in English, Spanish, Chinese and Vietnamese that asked residents questions about park usage and how County Parks can attract and welcome diverse visitors. The study team also convened an advisory group of stakeholders representing more than 50 organizations serving diverse communities in Santa Clara County, including members of Indigenous tribes.
- Dane County Parks and Henry Vilas Zoo in Madison, Wisconsin engaged Keen Independent to conduct a visitor equity and accessibility study. The study team collaborated with 90 community organizations to reach and engage about 600 parks and zoo users and non-users. Research instruments in English, Spanish and Hmong fostered participation by a demographically representative cross-section of underserved community members.

- Keen Independent staff conducted intercept surveys and observational research in City Park in Denver to identify who uses the park, when, how and why, and whether there were barriers to park visitation based on race, gender and other personal attributes. The Museum of Nature and Science, Denver Zoo and City and County of Denver used this information to better plan for and market the park to different groups. This research was awarded an American Marketing Association Gold Peak Award for Market Research.
- Keen Independent recently conducted a market study for the City of Aurora, Colorado to understand the current and future opportunities regarding recreation, sports and cultural investment and programming. We are currently performing a similar study for the City of Allen, Texas.
- In a study for the Recreation and Park Commission for the Parish of East Baton Rouge (BREC) in Louisiana, Keen Independent researched the impact of BREC spending, policies and procedures on the local community. This equity-focused study included three public meetings, quarterly meetings of a stakeholder group, over 75 in-depth interviews and nearly 1,800 survey respondents. Recommendations included suggestions on how the BREC could better support people of color in the community.
- Keen Independent completed an assessment of diversity, equity, inclusion and belonging for all departments within Salt Lake City, including Salt Lake City's Parks Division. Diverse resident access to parks and recreation was a key issue in this work, including investment in facilities and programs that service historically marginalized communities on the city's west side. This assignment included considerable outreach to diverse communities.
- Keen Independent collected and analyzed intercept surveys from hundreds of community members for the Smithsonian National Zoo that captured information on equitable access to the zoo for different segments of the Washington, D.C. community.
- Keen Independent recently conducted a study for Longwood Gardens, which included surveys of nearly 4,500 facility visitors.
- A study for the New England Aquarium to better design programming and accessibility for individuals and families included collecting surveys of nearly 200 individuals in person and nearly 2,000 individuals online.



**Experience conducting market research and needs assessments.** Understanding a community’s needs and socio-demographic landscape is an important part of any market analysis. Additionally, having insight into how that market may change in the future can better support public services planning. Detailed market and needs assessments that include demographic and demand projections are a particular strength of our study team. Keen Independent’s team of statisticians and market researchers are skilled at data-driven assessments that, when combined with qualitative research, offer a comprehensive account of current and future community needs. The analysis of projected population changes and resulting fluctuations in demand allow our clients to make informed decisions about the future.

Keen Independent also regularly conducts needs assessments for a variety of recreation and entertainment clients. In this process, we identify practical and technical needs of community members, local organizations, other stakeholders and local governments to determine what these groups need and what resources are available that may provide opportunities for collaboration across individuals, groups and governments.

After compiling multiple types of data from a variety of sources and synthesizing the findings, Keen Independent organizes the results in a way that generates a meaningful understanding of the present and provides a roadmap for the future. Clients often use these findings to develop new policies or programs, assess programming and service offerings, align agency priorities, implement study recommendations and conduct funding reviews and related planning activities.

Keen Independent’s experience includes:

- Examining availability and utilization of facilities;
- Prioritizing diversity, equity and accessibility concerns in needs assessments;
- Engaging stakeholders in meaningful and actionable dialogue;
- Researching visitor perceptions;
- Reviewing programming and other services for public agencies;
- Examining how to expand numbers of visitors; and
- Analyzing economic impact for events and programming.



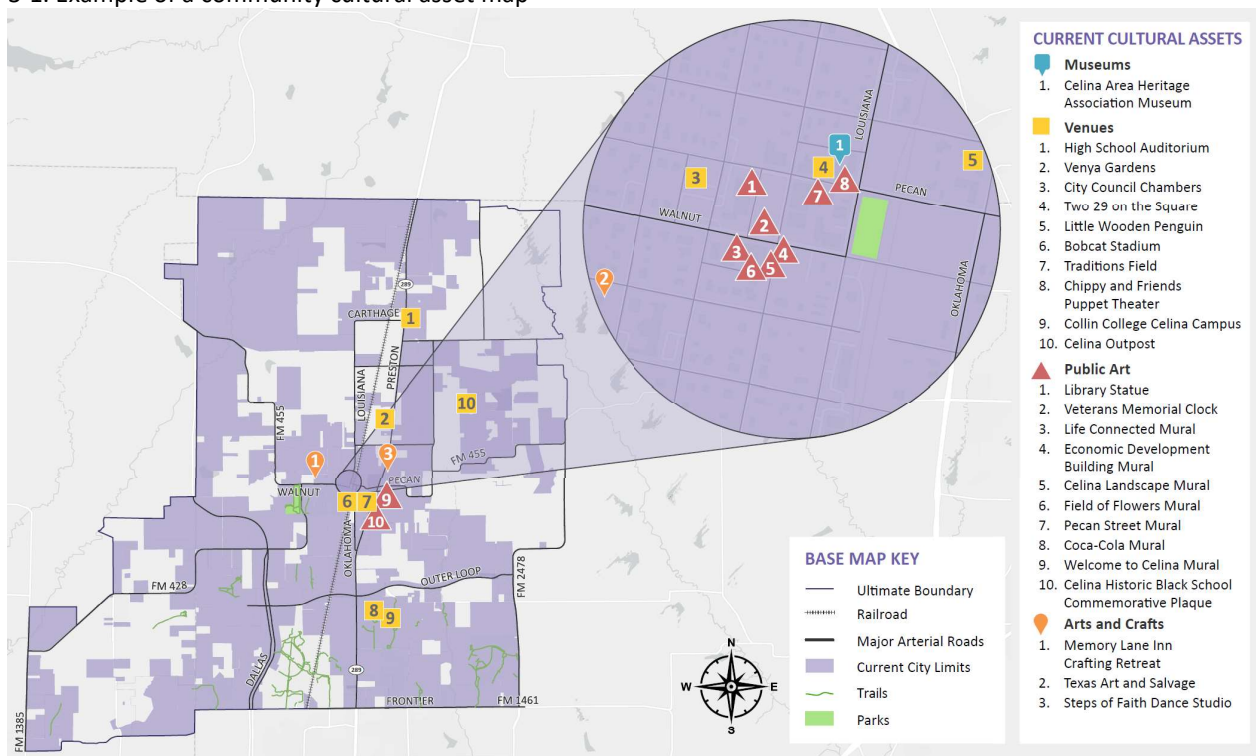
**Data collection and analysis strengths.** Keen Independent has extensive experience with all aspects of primary quantitative and qualitative research. Past assignments have included collecting and analyzing data on behavior, public opinion, awareness, attitudes, satisfaction, community needs, demand for different types of goods and services, and barriers to accessing information, goods or services. Our study designs are backed by rigorous scientific methodology to ensure the validity and reliability of our data.

Keen Independent performs this research through methods including:

- Online and telephone surveys;
- Intercept surveys and other site-based research;
- In-depth interviews (in-person and via phone);
- Focus groups and other panel discussions;
- Virtual workshops;
- Observational studies; and
- Public meetings and other outreach efforts.

Keen Independent staff are highly trained researchers with significant quantitative and qualitative research experience. All staff have extensive training in research methodology and data analysis, including many members have taught courses on demography, research methods, statistics and data analysis at the undergraduate and graduate levels. We also have geospatial analysis specialists with experience creating static and interactive maps to demonstrate how community needs are distributed across an area by a variety of demographic/environmental factors, as well as a staff person with environmental law expertise.

3-1. Example of a community cultural asset map



Source: Keen Independent Research

## Capacity to Meet City Needs

Keen Independent is known for on-time, on-budget study completion. Our staff, project management procedures and quality assurance/quality control (QA/QC) protocols aid in the firm’s capacity and capability to meet and exceed client needs in a timely and cost-efficient manner.

**Staff capacity.** With 26 staff members, Keen Independent has staffing strength in both quantitative and qualitative research methods as well as project management and program analysis staff. Our staffing level ensures that each employee can be supported, as necessary, by additional team members and helps the firm successfully complete multiple projects simultaneously. Keen Independent focuses on sustaining a firm workload that does not exceed the management and staff resources of the firm.

3-2. Keen Independent study team organizational chart



**Strengths of a diverse project team.** At Keen Independent, we practice what we preach and our staff is as diverse as the communities we serve. The diversity of our staff is evidence of our commitment to improving equity internally as well as for our clients.



Three-quarters of our 26 staff members are women, including over half of the members of the Senior Leadership team. Approximately one third of our staff identify as persons of color and many use other salient demographic identifiers that contextualize their life experiences. Our team includes members of the LGBTQ+ community, persons with disabilities, caregivers, individuals who have crossed socioeconomic class lines and members who have immigrated to the United States. Our staff comprises a wide range of ages, locations, cultures and life experiences. This diversity directly contributes to the success of our programs in multiple ways:

- The diverse backgrounds of the Keen Independent team provide a multitude of perspectives, enabling us to approach client issues from multiple angles. By drawing on our team’s varied socioeconomic, cultural, geographic and educational backgrounds, the team can offer unique insights and creative solutions. This diversity of perspectives enriches our problem-solving approaches, leading to innovative solutions that may not emerge from a more homogenous group.
- The team's diverse backgrounds also encompass different learning and communication styles, which influences how the team engages with clients and community stakeholders. The various learning and communication styles used by our staff aid in the firm’s ability to review public facing materials, including websites and instructional materials, to assess potential barriers to access and equity.

By acknowledging and leveraging the diversity within our team, Keen Independent directly contributes to the success of its studies and programs. Our inclusive and diverse environment fosters innovation, creativity and a broad range of ideas. This, in turn, leads to more effective problem-solving, more comprehensive solutions and a better understanding of clients' needs, ultimately contributing to the success of our studies.

**Project management.** Keen Independent uses Asana, a project management software, to manage workflows for all projects. This allows for the efficient coordination of efforts and activities between the project manager, project expeditor and other members of the study team.

**Quality control and quality assurance.** All Keen Independent project elements go through a rigorous process of reviewing multiple drafts of all content to assure quality and timely deliverables. Our QA/QC protocols include training to ensure that each staff member consistently adheres to our high standards for quality. Keen Independent staff go through regular training and refresher training regarding our format for written materials, new tools and innovations and other topics.

## SECTION 4. Past Performance

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Keen Independent is proud to provide the City of San Diego with the following summaries of completed similar studies:

- City of Denver Parks Use Study;
- Dane County Parks and Zoo Access and Equity Program Evaluation; and
- Denver Arts and Venues Market Analysis and Feasibility Study.



## City of Denver Parks Use Study

David Keen and Annette Humm Keen led a comprehensive study of the use and community perceptions of City Park in Denver. This study was performed in conjunction with the Museum of Nature and Science, Denver Zoo and City and County of Denver. The information collected was used to better plan for and market the park.

The main goal of this study was to identify who uses city parks, along with when, why and how they use the park as well as what barriers there were to park visitation. The results of the study were used to:

- Improve park users experience;
- Increase the safety of all park users; and
- Be fair and equitable to all types of users.

To provide the most accurate information of park usage, David Keen and Annette Humm Keen conducted hundreds of intercept surveys with park visitors to assess their park usage and needs. Park attendees were observed, counted and surveys were conducted daily and around the clock to get an overall representation of park visitors throughout the day.

**Study results.** Survey results indicated that there were over 30 different uses that individuals had for the park including physical activity, group activity, community gatherings, etc. Physical and accessibility barriers to the park were identified as well.

The key findings of the study that relate to accessibility mainly involved circulation and parking issues such as the following.

- The typical park user does not see the park as a whole, does not know what facilities are available in other parts of the park and cannot easily access other parts of the park unless they are on foot.
- Parking pressure can occur on park roads south of the Zoo & south of the Museum during the Zoo's and Museum's peak hours & seasons.
- Haphazard road closures, confusing circulation and poorly marked park entrances/exits make it difficult for people to access the Park.

This research was awarded the American Marketing Association Gold Peak Award for Market Research.





## Dane County Parks and Zoo Access and Equity Program Evaluation

Dane County Parks and Zoo sought to further integrate diversity, equity and inclusion into its parks through an Equity Program Evaluation.

Keen Independent performed an evidence-based internal and external DEI assessment of Dane County Parks and Zoo policies and practices using:

- SWOT analysis regarding social, racial and access equity;
- Virtual internal stakeholder interviews with staff/board members;
- On-site surveys with park and zoo users;
- Focus groups with parks and zoo staff;
- On-going virtual engagement of 90 partners;
- Ad hoc Advisory Group meetings with area stakeholders; and
- Presentations to the Board of Supervisors and its equity committee.

**Outreach and engagement.** This plan was informed by stakeholder engagement, organizational assessments and other research. It included Dane County Parks and Zoo guest surveys, stakeholder meetings and final recommendations. Keen Independent conducted extensive outreach to the Hmong community in Wisconsin as well as the LGBTQIA+ community and those identifying with disabilities. Outreach was conducted via study website, virtual workshop and community surveys with the desire to strengthen inclusion from these communities.

Additionally, as part of embedding diversity, equity and inclusion in Dane County Parks and Zoo processes, Keen Independent assisted in the developing recommendations and identifying necessary implementation tools.

**Key personnel.** Annette Humm Keen, Principal, led this assignment. Janine Kyritsis, Chief Listening Officer, led qualitative analysis. David Keen, Principal and Blanca Monter, Senior Consultant, performed quantitative research.

**Link to final report.** A copy of the final report can be found [here](#).





## Denver Arts and Venues Market Analysis and Feasibility Study

Keen Independent directed a long-term planning assignment for Denver Arts & Venues (division of City and County of Denver), Denver Center for the Performing Arts, Opera Colorado and Colorado Ballet.

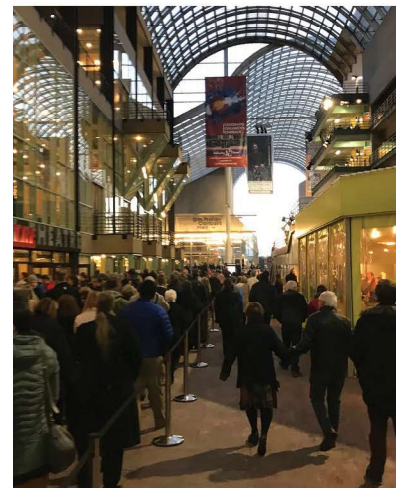
**Community engagement.** The Keen Independent study team collaborated with a diverse array of community members, elected officials, and staff of the City and County of Denver. More than 100 arts organizations and 250 stakeholders including venue managers, leaders of arts organizations and other community members were engaged in workshops and in-depth interviews to determine future demand for and the needs of performing arts organizations in the Denver area.

**Needs assessment.** The project involved identifying practical and technical needs of arts organizations seeking to perform and rehearse in downtown venues. We also evaluated potential artistic and operating synergies among different performing arts organizations, educational institutions and community groups to identify potential solutions to make the Denver Performing Arts Complex more accessible to diverse community organizations. We also assessed associated uses for adjacent park open space.

**Cost analysis.** The study team developed capital and operating budgets and recommended business models consistent with our comprehensive plan for moving the Arts Complex facilities to the next phase of development. Keen Independent brought new, diverse voices into the planning process.

**Key findings.** Keen Independent provided short-, mid- and long-term recommendations to help achieve the goals of the Arts Complex, resident companies and community stakeholders. One major study recommendation involved replacing Boettcher Concert Hall with a smaller venue that best fits the size needs of the Colorado Symphony, Boettcher Concert Hall's primary user. Through demand projects and a complex analysis of the Symphony's ticket sales, the study team determined an ideal seat count for the recommended new concert hall. This new concert hall is now in the design build stage.

To view key findings presented to the Denver arts and cultural community, visit <https://www.youtube.com/watch?v=5uK-XL627tQ>.



## SECTION 5. Community Engagement Experience

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With strong market research expertise, Keen Independent is skilled at implementing innovative ways to gather input from diverse stakeholders and communities. Sensitive to cultural differences and dedicated to building trust, our staff are well-versed in leading in-depth interviews, focus groups, town halls and listening sessions that are accessible to participants of all ages, abilities, cultures and backgrounds.

We have learned that reaching stakeholders in the study process early on establishes trust and ultimately results in more meaningful input from community members. This helps us build early “buy in” of study objectives. The study team uses innovative and flexible community outreach strategies for complex markets. This section outlines our outreach methods and strategies for engagement that we will apply throughout the needs assessment process.

### Outreach

Keen Independent understands that any needs assessment will only be as strong as the stakeholder and community engagement process that went into creating that assessment. Thus, we employ a robust outreach process that optimizes impact and connects with hard-to-reach participants. We provide flexible engagement methods and are adept at both in-person and virtual engagement strategies. In addition to reaching out directly to numerous community organizations and collectives, Keen Independent uses the following outreach strategies:

**Multipronged approach.** The study team often engages external stakeholders from diverse communities to serve as a sounding board throughout the study period. External stakeholders also create added touch points and channels for community outreach and free-flow exchange of ideas. We recommend a similar multipronged outreach approach for the San Diego Recreation Program Community Needs Assessment project while allowing room to evolve over the course of the study period.

**Outreach in different languages.** We understand that San Diego is home to a considerable number of Spanish speaking individuals who may feel more comfortable engaging in their native language. Multiple Keen Independent staff members are fluent in Spanish and can translate study materials and presentations. As needed, we can work with the City to offer engagement materials in other languages. Past projects have included research conducted in Spanish, Mandarin Chinese, Hmong, Tagalog, Vietnamese, French Creole and other languages.

**Outreach to historically minoritized and underserved groups.** Keen Independent strives to ensure that input received is from a sample as diverse as the city being studied. To ensure this diversity in response, Keen Independent conducts targeted outreach to historically minoritized and underserved groups starting from the very beginning of the planning process.

We frequently use direct outreach to community centers and organizations, such as churches, community groups and public libraries to generate community engagement and increase study participation. This may also include working with community organizations to hold engagement activities in diverse neighborhoods across the study area to encourage individuals of all backgrounds to participate in the assessment process.

## Collaborative and Adaptive Approach

Keen Independent frequently solicits participation through multiple means, including attending community events, intercept surveys with park users, phone calls, emails, social media posts, targeted radio, earned media using multiple channels and other efforts specifically designed for each project. We listen and respond to community voices while coordinating efforts with leaders to build consensus and create an equitable environment suitable for people of all backgrounds.

**Building on existing efforts.** The study team understands the value of reviewing existing engagement efforts to avoid “reinventing the wheel.” We collaborate with our clients to understand how they are already connecting with their public and build upon these efforts to develop our engagement process. We will work with the City and community partners to identify key stakeholders, outreach strategies and assess what methods have successfully increased engagement in the past. We will review past reports and surveys to assess previous efforts, as well as limit community survey fatigue.

We will also assess previous engagement methods for gaps, which can be helpful if the City has previously struggled to engage certain groups, including those who do not regularly use Parks and Recreation facilities or services. Several Keen Independent projects, including our work with Dane County Parks and Zoo and the City of Mesa’s cultural institutions, have successfully engaged community members who do not use community facilities or services to assess reasons for non-use and prepare recommendations to increase access and awareness among non-users. These individuals can be hard to identify and engage and the Keen Independent project team’s past successes with these community members is one of our strengths.

**Collaboration with the City.** To maximize community participation in public meetings, surveys/virtual workshops, presentations and overall study engagement, we may ask for assistance from the City to promote certain study aspects. This may include posting on the City’s social media page, sharing email lists and promoting the study in newsletters, press releases or at community events. We have found these methods of raising awareness of the study to be successful in attracting additional study participants.

If needed, the study team can provide guidance to the City on ways to best assist with promoting the study. For example, we regularly help clients craft language for press releases, create graphics for social media posts or signage used at events. We have also designed banners, A-frame signs and fliers for the project team to print, distribute and post at community gatherings. Keen Independent employs several staff members who have experience creating and executing digital marketing and outreach strategies, as well as knowledge on graphic design principles, photo and video editing, engagement tracking and trend analysis, and familiarity with all major social media platforms. Our staff can assist with preparing outreach and engagement materials in Spanish, as needed.

**Adaptive approach.** Keen Independent continuously monitors engagement and participation throughout the life of a project. We believe that the engagement approach of any assignment must remain flexible so that we can react to what we learn from City and community input. We will remain in collaborative communication with all parties throughout the process, allowing us to adjust direction as needed to ensure that our findings represent the needs of all community members.

For example, Keen Independent will check the participation rate while the community survey (also referred to as virtual workshops) is live to make sure that we are receiving a reasonable response rate and that demographics of respondents represent the demographics of the City. If we find that a group is underrepresented in the virtual workshop, we will conduct additional focused outreach to engage those groups.

## Multiple Sources of Data

Keen Independent uses several data sources to inform our assessments and recommendations. Types of data we frequently collect and analyze include:

- Virtual workshops;
- Intercept surveys;
- In-depth interviews;
- Focus groups;
- Public meeting feedback;
- Study email and telephone hotline feedback;
- Document and policy analysis;
- Demographic data from government agencies;
- Market data; and
- Literature reviews.

Our staff includes social scientists, policy analysts, economists, statisticians and market researchers who are skilled in quantitative and qualitative analyses. The multiple sources of data we use work together to create a holistic picture of San Diego Parks and Recreation's assets and the community's needs that is grounded in real experiences. We do not prioritize one type of data over another and instead use all input we receive to triangulate our findings. This allows us to check various data sources against one another to notice patterns, identify areas to research further and develop sound recommendations. We take a data-driven approach to community needs assessments, looking for patterns across quantitative and qualitative findings, City documents and literature reviews to develop a comprehensive understanding of existing resources and both current and future community needs.

## SECTION 6. Work Plan

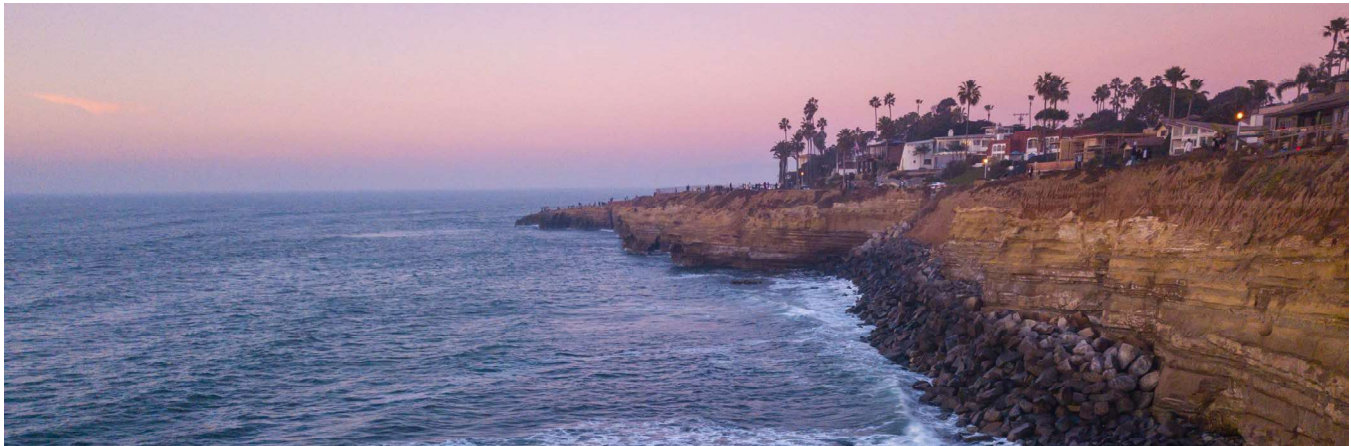
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In this section, Keen Independent presents our customized scope of work designed to meet the stated objectives of the City of San Diego Parks and Recreation Department. We begin with a brief description of our understanding of the project.

### Project Understanding

The City of San Diego Parks and Recreation Department seeks to better serve its community through equitable programs and services that meet the needs of a diverse audience. In service of this goal, the Department seeks to engage a consultant to complete an assessment of the gaps between recreational programming and community needs. This assessment will be informed by extensive community engagement and will take special care to include populations in San Diego that have been historically under-resourced and underserved by recreational programming.

With our extensive experience engaging diverse communities in multiple languages and building relationships with community organizations in California and across the nation, Keen Independent is ideally positioned to assist the Department with the assessment. We have expertise in developing inventories of programs, services and facilities and determining how well they serve the public. Our passion for "telling the story behind the numbers" will produce an assessment that works for the Department and is firmly grounded in the needs of the community.



### Project Objectives and Scope of Work

As stated in the RFP, the objectives for this assessment are:

1. Assess recreation programs, satisfaction levels, effectiveness, recreation priorities, demographic information and communication needs for all City communities identified in Attachment A.
2. Identify barriers to recreation programs and activities for youth, adults, seniors, and individuals with disabilities, including, but not limited to, time, financial resources, transportation and language.
3. Engage residents, user groups and stakeholders within each City community in the Assessment process through surveys, interviews, public meetings and focus groups.
4. Conduct a review of recreation service delivery models that are best suited for the City's diverse recreation needs and reflect what is illustrated in the findings of the Assessment.

Keen Independent proposes to meet those objectives through the following tasks:

1. Project initiation and management;
2. Recreation program inventory;
3. Community and stakeholder engagement;
4. Phase reports;
5. Lessons learned from others; and
6. Final comprehensive report.

We describe each of these tasks below in detail.



**Task 1. Project initiation and management.** To ensure that projects run on time and on budget, the Keen Independent study team employs robust project management practices. We provide clients with regular updates and opportunities for input while keeping the administrative responsibilities of advancing the project firmly on ourselves. We understand that City staff time is extremely valuable, and we seek to leverage it in the most impactful ways.

**1-a. Project kick-off and meeting.** Keen Independent will hold a virtual project kick-off meeting with the City of San Diego Parks and Recreation Department Recreation Services Division project liaisons and any other appropriate individuals, which may include City staff and members of the Parks and Recreation Board (Keen Independent may also facilitate a separate introductory virtual meeting with the Board). During the kick-off meeting Keen Independent staff (study team) will:

- Provide an overview of the project, including project goals, process, proposed timelines, desired outcomes and deliverables;
- Discuss our study approach and collect Department input on how to improve it;
- Facilitate a discussion of what the Department hopes to learn from the effort; and
- Answer any questions the Department may have.



**1-b. Monthly status reports.** Keen Independent will submit a monthly written progress report, which discusses percentage completion of each study component and provides a narrative description of project status by component. Progress status reports are written as support for monthly invoices.

**1-c. Monthly project coordination meetings.** The study team will meet (virtually) with the Department's Recreation Services Division project liaison(s) at a minimum of once per month to discuss study progress and coordination. Meetings may be scheduled on a more frequent basis if needed and the study team will

correspond regularly with the Department via email for the duration of the project. At key junctures, the study team will prepare PowerPoint presentations as interim updates.

**1-d. Communications.** Keen Independent recommends the following communications:

- The City of San Diego should formally announce the study to staff and the public at the start of the project. Keen Independent will assist with drafting the announcement and study fact sheet.
- Keen Independent will create and host a study website, telephone hotline and dedicated study email address to foster ongoing communications with internal and external stakeholders. Individuals who wish to provide feedback directly to the study team may do so via these channels at any point during the study. Keen Independent will follow up on any contacts received.
- At the close of the assignment, Keen Independent will help the City announce results.

**Deliverables.** Deliverables for Task 1 include:

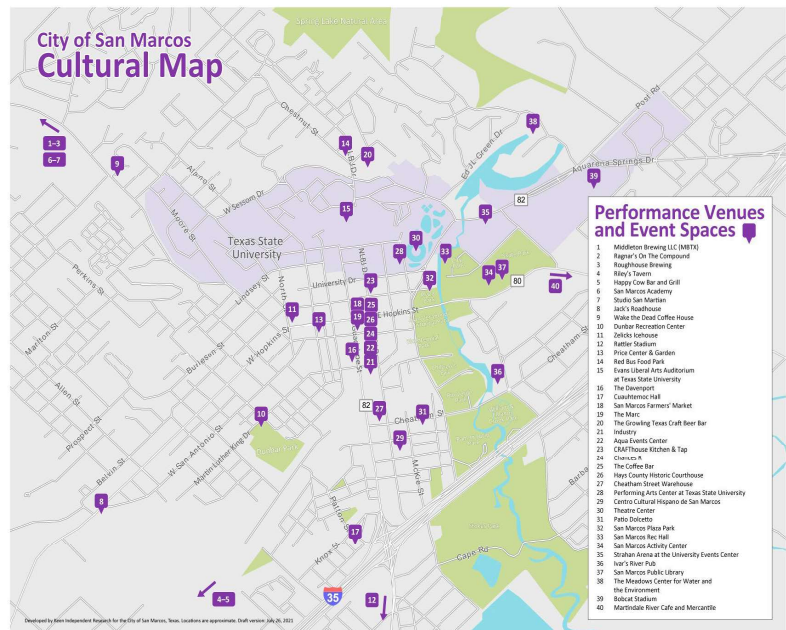
- Monthly progress reports;
- Study fact sheet; and
- Study website, email address and hotline.

**Task 2. Recreation program inventory.** The study team will work with Department staff and

community stakeholders to create an inventory of recreational programming and services to help identify how well the Department is meeting the needs of the community. The study team will investigate parks facilities that offer this services and programming. This may include site or virtual visits, and background research.

**Task 2-a. Inventory of programs and services.** Keen Independent will create a matrix of programs and services offered by the Department. We will include details such as the target population, goals, days/times offered and any other relevant information. As part of this task, we will request documentation the Department has of programs and services and will supplement it with information we can find online. Additionally, we may contact City staff with knowledge of these programs and services, as needed.

6-1. Example inventory map



**Task 2-b. Program and service map.** We will create a map or several maps that illustrate the locations that offer various recreational programs and services. We will categorize programs and services by type. Such a map will help visualize where services and programs are concentrated relative to where communities are, particularly those that are underserved by the Department. See Figure 6-1 for an example of an inventory map that Keen Independent created.



**Task 2-c. Review of prior information.** The study team will request prior information the Department has gathered on the effectiveness of its programs and services. This will include prior community surveys and documentation from any other engagement efforts. We will also review the Performance Audit of Equity in Recreation Programming, the Parks Master Plan and the 2023 Recreation Equity Report as part of this task. Insights gathered from this task will help inform our community stakeholder engagement.

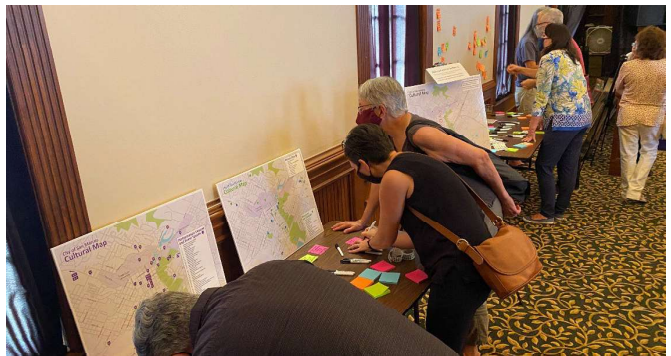
**Deliverables.** Deliverables for Task 2 include:

- Program and service inventory; and
- Program and service map.

**Task 3. Community stakeholder engagement.** Input from the community is a critical piece of this assessment. With strong community engagement expertise, the study team is skilled at employing innovative ways to gather input from diverse stakeholders. In addition to reaching out directly to numerous community organizations, the study team, including subconsultant Susana Villegas, will implement the following outreach strategies for each of the communities identified in Attachment A of the RFP.

The following bullets detail methods of public engagement that Keen Independent proposes for this study. We will work with Department staff and other stakeholders to refine and confirm the public engagement process plan and set expectations to ensure the vision is practical and achievable. We will also consult with the Department on a plan to promote study activities via social media, flyers, direct outreach to community groups and other modes of communication.

- **In-depth interviews and focus groups.** We will conduct up to 10 hours per phased community of in-depth interviews and focus groups with stakeholders who work closely with underserved communities and/or are especially knowledgeable about recreation in San Diego. Examples of stakeholders may include City leaders and staff, community leaders and representatives of recreation organizations like the Sierra Club.



- **Public meetings.** The study team will facilitate three, successive in-person or hybrid public meetings (one for each phased community). In addition to one or more Keen Independent local staff, Suzana Villegas will assist with venue identification and preparation. As the study team’s local presence, she will also provide input on how best to engage the local population based on her experiences and observations working in San Diego.

These public meetings will take place following the inventory task and will be designed to gather initial community input from San Diego residents. The meetings will include family-friendly design and can be in the form of an informal meeting to create a relaxed environment such as “coffee with the consultants” or “snacks and chat.” We may include a presentation of initial findings, brainstorming activities, creative thinking exercises and other prompts to encourage free-flowing dialog and idea-generation that result in deeper discussions and findings that can be quantified. We will include activities that center on recreational activities and can engage participants of all ages and abilities.

- **Virtual workshop.** Keen Independent has been particularly successful receiving input from community members and other stakeholders via virtual workshops. The virtual workshop will focus on open-ended questions and be delivered electronically to hard-to-reach groups and individuals who may not be able to attend public meetings. Each participant can post input and engage in broader dialog at their convenience. City staff will review virtual workshop questions prior to publishing. The virtual workshop portal will remain open for participants to complete at their convenience. We recommend keeping this portal open for input for at least two weeks.

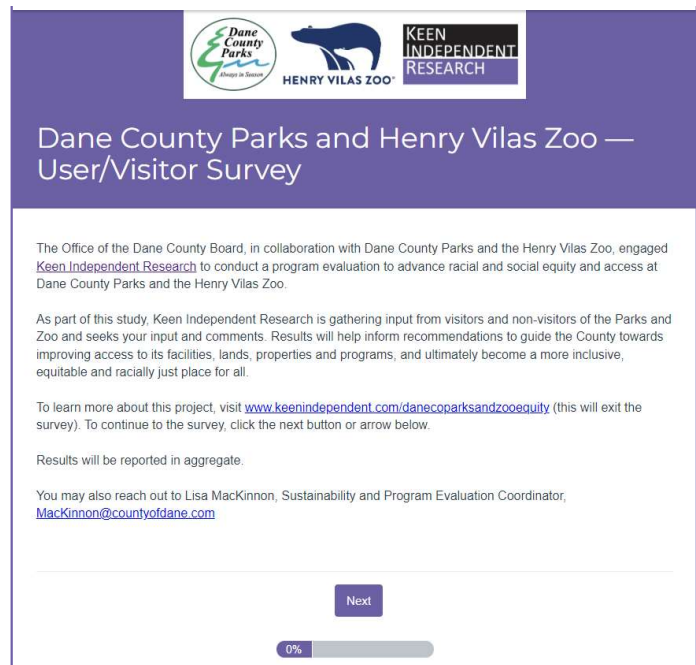
Keen Independent will, as possible, keep all responses and personal information secure, and initiate reminders to increase participation. We can also offer this workshop in other languages (with the help of the City).

To maximize participation, we will ask for assistance from the City to promote the virtual workshop. This may include posting on the City’s social media page, sharing via email lists and promoting it in newsletters and press releases.

**Deliverables.** Deliverables for Task 3 include:

- Community engagement plan;
- Virtual workshop questions;
- Interview and focus group protocols; and
- Public meeting format and logistics outline.

6-2. Example of virtual workshop landing page



**Task 4. Phase reports.** Following each phase of public engagement, the study team will produce a preliminary report detailing our findings for that community.

**Task 4-a. Demographic analysis.** Keen Independent will analyze population projections from the State of California Department of Finance to provide insight into how the population of San Diego may change in the future. We will also seek out demographic and employment information specific to the communities of focus for each phase of the assessment and include relevant information in those reports.

**Task 4-b. Synthesis and draft reports.** The study team will conduct appropriate quantitative and qualitative analyses of all information gathered from community members during each phase of the assessment. We will synthesize that information to draft preliminary findings reports, which will include:

- Overview of the communities;
- Community satisfaction with current parks and recreation programs and services; and
- Identification of gaps in parks and recreation programs and services.

We will provide the Department with draft reports and allow ample time for feedback.

**Task 4-c. Revised and finalized reports.** Following receipt of feedback from the Department, the Keen Independent study team will revise the reports and present final versions.

**Deliverables.** Deliverables for Task 4 include:

- Phase I preliminary findings report (4 months after project initiation);
- Phase II preliminary findings report (8 months after project initiation); and
- Phase III preliminary findings report (12 months after project initiation).

**Task 5. Lessons learned from others.** Keen Independent will look to our and others' past research including best methods for embedding DEI practices and programming across parks systems and other related disciplines. For example, Keen Independent will update recent best practice research we conducted for the Santa Clara County Parks and Recreation assessing access and equity for the County's regional parks.



We will examine national and international best practice related to DEI procedures and implementation, including academic and non-academic sources such as National Recreation and Park Association (NRPA). We will also learn from others' equity plans including, for example, what we learned from Dane County Parks, Portland Parks and Recreation Racial Equity Action Plan and Minneapolis Park and Recreation Board (MPRB) Racial Equity Action Plan.

**Deliverable.** The primary deliverable for Task 5 is a report appendix containing an overview of best practices for equitable parks and recreation systems.

**Task 6. Final comprehensive report.** Insights from all three phase reports and best practices research will be combined into a comprehensive report and presentation.

**Task 6-a. Report.** The final comprehensive report will include overall recommendations for the Department and will be supported by a summary of all research efforts. Additional key elements of the final report include:

- Executive summary of findings and recommendations;
- Five-year action plan for accomplishing recommended goals, including implementation guidance and metrics for tracking progress;
- Table summarizing the outcomes of research efforts, including methods used and community members reached;
- Reports from Phases I, II and III;
- Appendices detailing all research efforts; and
- Instruments and protocols used to conduct focus groups, interviews, virtual workshops and public meetings.

As requested by the RFP, Keen Independent will provide 15 bound copies of the final report as well as a digital PDF copy. As with the phase reports, Keen Independent will discuss a feedback schedule with the Department and will revise and resubmit the report as appropriate.

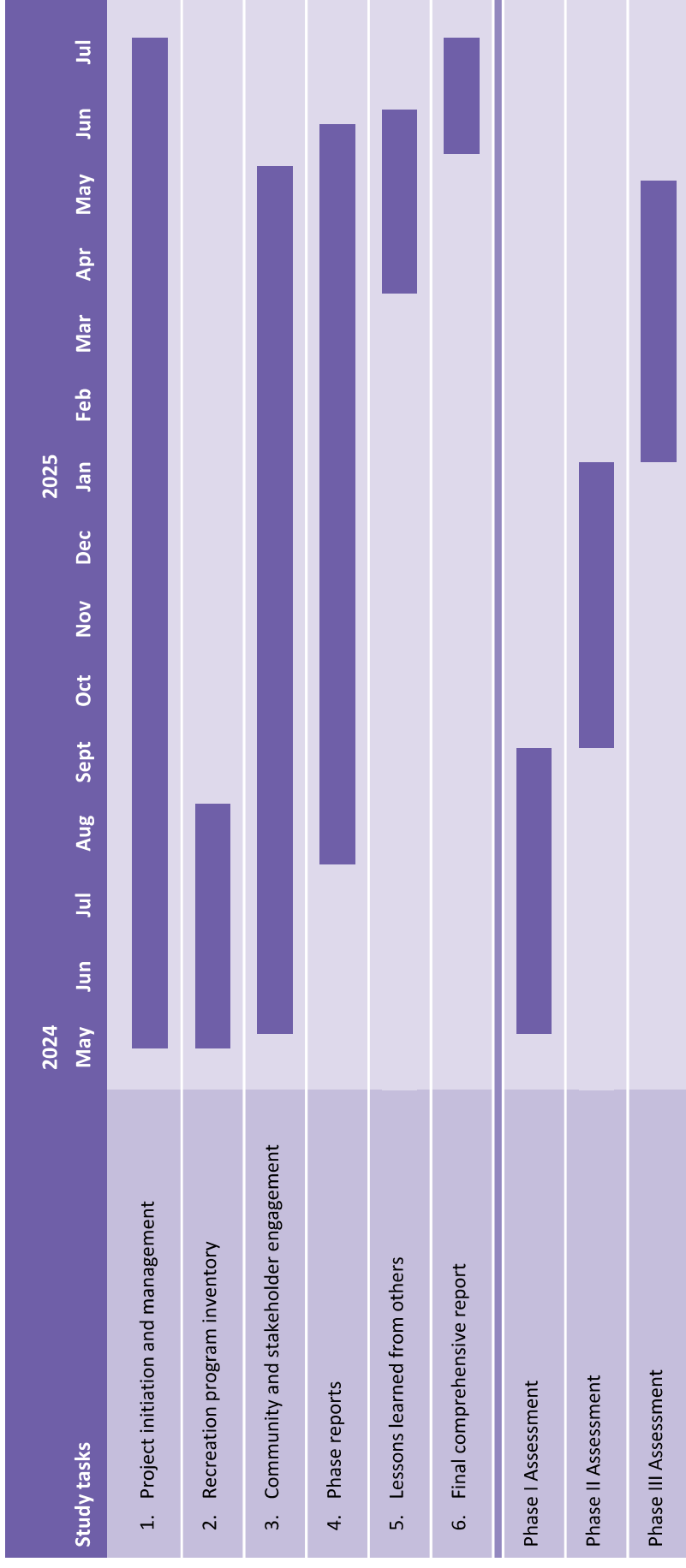
**Task 6-b. Presentations.** Keen Independent will present results virtually to the Contract Administrator, the Parks and Recreation Board and the City Council. Each of these presentations will be tailored to the audience but will all include an overview of the research conducted and the resulting recommendations. Keen Independent will provide presentation slides, either in advance, if required, or following the presentations to ensure that stakeholders may reference them in the future.



## Timeline

To accomplish the tasks outlined in the scope of work, Keen Independent proposes a 14-month timeline. We assume a start date of May 15, 2024, and can be flexible depending on the needs of the Department.

### 6-3. Project schedule



## SECTION C. Cost Proposal

In this section, Keen Independent outlines our costs.

### Project Budget

To conduct the study described in the scope of work, Keen Independent proposes a fixed-price budget of \$149,870. The breakdown of fees per phase of the assignment is below. We are flexible with our scope of work and can make any necessary adjustments to suit the needs of the Department.

#### C-1. Project budget by phase/deliverable

Task	Project hours	Professional fees	Travel and other expenses	Budget total
1. Phase I Assessment	184	\$ 36,770	\$ 800	\$ 37,570
2. Phase II Assessment	184	36,770	800	37,570
3. Phase III Assessment	184	36,770	800	37,570
4. Final Comprehensive Report	128	25,430	0	25,430
5. Presentation of final report and recommendations	48	11,430	300	11,730
<b>Total</b>	<b>728</b>	<b>\$ 147,170</b>	<b>\$ 2,700</b>	<b>\$ 149,870</b>

Our pricing is determined based on a per-task estimate of the number of hours that each project team member will devote to each project task plus travel and any other fees (e.g., printing and binding final reports). We provide the pricing per task in the table below (C-2) and pricing per team member, including hourly rates, on the following page (C-3). Tasks are based on those outlined in the scope of work.

Figure C-3 also displays display a breakdown of costs by firm. Just over 25 percent of the project budget covers the professional fees of subconsultant SVPR Communications, with the remainder covering the professional fees of Keen Independent.

#### C-2. Project budget by task

Task	Project hours	Professional fees	Travel and other expenses	Budget total
1. Project initiation and management	62	\$ 15,160	\$ 0	\$ 15,160
2. Recreation program inventory	74	12,590	0	12,590
3. Community and stakeholder engagement	334	65,210	2,400	67,610
4. Phase reports	124	25,770	0	25,770
5. Lessons learned from others	66	11,670	0	11,670
6. Final comprehensive report	68	16,770	300	17,070
<b>Total</b>	<b>728</b>	<b>\$ 147,170</b>	<b>\$ 2,700</b>	<b>\$ 149,870</b>

C-3. Project budget by firm and team member

	Hours	Hourly rate	Professional fees	Travel and other expenses	Total budget
<b>Keen Independent Research LLC (prime consultant)</b>					
David Keen, Principal	36	\$ 400	\$ 14,400	\$ 0	\$ 14,400
Annette Humm Keen, Principal	74	300	22,200	300	22,500
Alex Keen, Associate Principal	36	275	9,900	0	9,900
Janine Kyritsis, Chief Listening Officer	10	225	2,250	0	2,250
Jennifer Tuchband, General Manager and Senior Consultant	12	200	2,400	0	2,400
Dr. Nicole Yates, Senior Consultant	82	200	16,400	800	17,200
Heather Calvin, Senior Consultant	18	200	3,600	0	3,600
Dr. Joseph Broad, Senior Consultant	12	200	2,400	0	2,400
Haley Adams, Consultant	48	160	7,680	400	8,080
Kristen Bethune, Consultant	20	160	3,200	0	3,200
Manuel Perez, Consultant	20	160	3,200	0	3,200
Keen Independent Project Assistants and Research Assistants	178	130	23,140	0	23,140
<b>SVPR Communications</b>					
Susana Villegas, President	182	\$ 200	\$ 37,600	\$ 0	\$ 37,600
<b>Totals</b>					
Keen Independent total	546		\$ 110,770	\$ 1,500	\$ 112,270
SVPR Communications total	<u>182</u>		<u>37,600</u>	<u>0</u>	<u>37,600</u>
<b>Grand total</b>	<b>728</b>		<b>148,370</b>	<b>1,500</b>	<b>149,870</b>

### Additional Costs

We have included three daytrips to San Diego by three local staff members (two from Keen Independent and one from SVPR Communications) in the budget. Additional travel can be arranged for \$400 per day per local staff member or \$1,200 for an overnight trip by a non-local staff member.

Invoicing shall be submitted to the City in accordance with the City's General Contract Terms and Provisions, Article 3.2.2, Service Contracts, after the completion of each line item listed in the Pricing table below.

LINE ITEM	DESCRIPTION OF SERVICE	COST
1.	Phase 1 Assessment – Inclusive of community outreach, surveys, interviews, and phase 1 preliminary findings report	\$ 37,570
2.	Phase 2 Assessment – Inclusive of community outreach, surveys, interviews, and phase 2 preliminary findings report	\$ 37,570
3.	Phase 3 Assessment – Inclusive of community outreach, surveys, interviews, and phase 3 preliminary finding report	\$ 37,570
4.	Final Comprehensive Report including all deliverables detailed in section J	\$ 25,430
5.	Presentation of final report and recommendations to the Parks and Recreation Board and City Council	\$ 11,730
	<b>TOTAL CONTRACT COST*</b>	\$ 149,870

**\*NOTE: TOTAL CONTRACT COST IN EXCESS OF \$150,000 WILL BE NON-RESPONSIVE AND REJECTED.**











# 10090008-24-L\_Contract\_Signed by Keen

Final Audit Report

2024-11-19

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