



Purchasing & Contracting Department

January 20, 2023

VIA EMAIL TO: mferguson@raftelis.com

Michelle Ferguson, Vice President
Raftelis Financial Consultants, Inc.
445 South Figueroa Street, Suite 1925
Los Angeles, CA 90071

Subject: Request for Proposal (RFP) No. 10089859-22-L, Consultant to Provide Operational and Organizational Effectiveness and Cultural Assessment for Development Services Department (DSD)

Dear Ms. Ferguson:

On July 25 2022, the City of San Diego received your list of exceptions to the terms of the Contract relating to the above-referenced solicitation (attached).

Exhibit A, item A.2.2 of the subject RFP, states, in pertinent part: "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."

This letter confirms our agreement to modify the following terms of the Contract relating to the above-referenced solicitation. The Parties agree as follows:

1. Exhibit C, Article IV, Suspension and Termination, Section 4.3.1 shall be **modified** to the following:

"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. City may at its sole discretion accept Contractor's commencement of a cure within ten (10) calendar days of receiving written notice of default, provided that Contractor timely demonstrates, and continues to demonstrate, diligence in its pursuit of a cure. Determination of Contractor's diligence and satisfactory cure shall be made at the sole discretion of City."

2. Exhibit C, Article V, Additional Contractor Obligations, Section 5.8 shall be **modified** to the following:

“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 at the time and place the services are performed. 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.”

3. Exhibit C, Article VI, Intellectual Property Rights, Section 6.1, request to modify provision has been **rejected**.
4. Exhibit C, Article VI, Intellectual Property Rights, Section 6.2, shall be **modified** to the following:

“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. Nothing contained herein shall be deemed a transfer, assignment or divestiture by Contractor of its trade secrets, know-how or intellectual property.”

5. Exhibit C, Article VII, Indemnification and Insurance, Section 7.1, shall be **modified** to the following:

“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 (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, in whole or in part, any goods provided or performance of services under this Contract for, connected with, caused by, or claimed to be caused by the active or passive negligence, gross negligence, misconduct, or omissions of 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.

Please indicate your agreement with the above by signing the bottom of this letter. Thank you for your assistance.

Sincerely,

Lisa Hoffmann

Lisa Hoffmann
Senior Procurement Contracting Officer, Purchasing & Contracting

This Letter is executed by the City and Contractor acting by and through their authorized officers.

RAFTELIS FINANCIAL CONSULTANTS, INC.

Michelle L Ferguson
By: Michelle L Ferguson (Jan 20, 2023 13:11 EST)

Name: Michelle L Ferguson

Title: Vice President

Date: Jan 20, 2023

THE CITY OF SAN DIEGO

C. Abarca
By: _____

Name: Claudia Abarca

Title: Director, Purchasing & Contracting

Date: Jan 20, 2023

Exceptions and Clarifications letter_RFP 10089859-22-L_JM 1.17_Final

Final Audit Report

2023-01-20

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-  Signer mferguson@raftelis.com entered name at signing as Michelle L Ferguson
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**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089859-22-L,
Operational and Organizational Effectiveness and Cultural Assessment for Development
Services Department (DSD)**

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) # 10089859-22-L, Operational and Organizational Effectiveness and Cultural Assessment for Development Services Department (DSD) (Contractor).

RECITALS

On or about 6/17/2022, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

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

City wishes to retain Contractor to provide operational and organizational effectiveness and cultural assessment consultant services as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

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

**ARTICLE I
CONTRACTOR SERVICES**

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

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

1.3 Contract Administrator. The Development Services 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:

Keely Halsey, Assistant Director
Development Services Department
(619) 446-5253
KHalsey@sandiego.gov

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of one (1) year beginning on the Effective Date. The term of this Contract shall not exceed five (5) 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 \$380,000.00 *MF*. (The not to exceed amount will be added in this final Contract prior to the final execution of the Contract by the City, with the Contractors' initials indicating acceptance.)

**ARTICLE IV
WAGE REQUIREMENTS**

4.1 Reserved.

**ARTICLE V
CONTRACT DOCUMENTS**

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

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

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

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

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

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

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

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

Raftelis Financial Consultants, Inc.
Proposer

BY:



445 S. Figueroa Street, Suite 1925
Street Address

Print Name:

Claudia Abarca

Los Angeles, CA 90071
City

Director, Purchasing & Contracting
Department

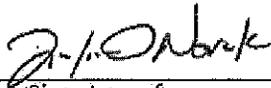
704.373.1199
Telephone No.

Feb 8, 2023

info@raftelis.com
E-Mail

Date Signed

BY:



Signature of
Proposer's Authorized
Representative

Approved as to form this 8th day of
February, 20 23.

MARA W. ELLIOTT, City Attorney

Julia Novak
Print Name

BY: Jeanne L. MacKinnon
Jeanne L. MacKinnon (Feb 8, 2023 14:31 PST)

Executive Vice President
Title

Deputy City Attorney

July 20, 2022
Date

Contract Signature Pages_10089859-22-L

Final Audit Report

2023-02-08

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**EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS**

A. PROPOSAL SUBMISSION

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

1.1 Reserved.

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

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

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

1.4.1 Reserved.

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

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

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

Tab A - Submission of Information and Forms.

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

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

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

2.3 The Contractor Standards Pledge of Compliance Form.

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

2.5 Reserved.

2.6 Reserved.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

Tab B - Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

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

2.13 Proposer's response to the RFP.

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

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

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

5. Reserved.

6. Reserved.

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

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

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

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

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

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

B. PRICING

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

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

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

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

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

C. EVALUATION OF PROPOSALS

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

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

3. Evaluation Process.

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

3.2 Reserved.

3.3 Mandatory Interview/Oral Presentation. The City will require proposers to interview and/or make an oral presentation if one or more proposals score within twelve (12) points or less of the proposal with the highest score. Only the proposer with the highest scoring proposal and those proposers scoring within twelve (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 (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

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

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

[Remainder of page left intentionally blank]

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

	MAXIMUM EVALUATION POINTS
A. Responsiveness to the RFP.	
1. Requested information included and thoroughness of response.	20
2. Demonstrated understanding of the project objective, Scope of Work and deliverables for each Task.	
3. Technical responses to Scope of Work including detailed responses on how firm will meet each Task within the Scope of Work and what each deliverable will include.	
B. Staffing Plan.	20
1. Clearly defined roles, responsibilities, and qualifications of assigned personnel and clearly identified resources and people committed to the Scope of Work – including identified point(s) of contact who can deliver results within the timelines described in the Scope of Work:	
a. Firm’s response includes a cohesive, experienced, and highly qualified team with the required specific expertise to successfully complete the Scope of Work	
b. Resumes of team members provided with the response validate the experience and qualifications of the team.	
C. Firm's Qualifications, Capabilities and Past Performance.	35
1. Firm’s previous experience in providing the services requested, and firm’s creativity in approaching the proposed Scope of Work.	
2. Previous experience of firm on similar projects that shows firm’s knowledge and ability to comply with laws, regulations, and best practices that pertain to the cost and staffing analysis and other expertise required by the Scope of Work	
3. Previous experience of firm on similar projects that shows firm’s knowledge or ability to gain thorough understanding of the local regulatory and legal environment, for example the City of San Diego Municipal Code, DSD bulletins, and other laws and regulations that govern DSD’s work	
4. Other pertinent experience of firm.	
5. Past/Prior Performance as exhibited by reference checks: Firm’s response includes three (3) references to demonstrate successful performance for work of similar size and scope as specified in the Scope of Work during the past five (5) years, preferably in local governments.	
6. Capacity/Capability to complete the Scope of Work in a timely manner	
D. Price.	10
E. Interview/Oral Demonstration/Presentation (if held pursuant to Section 3.3 above) at no cost to the City.	15
SUB TOTAL MAXIMUM EVALUATION POINTS:	100

MAXIMUM
EVALUATION
POINTS

F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*

12

FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:

112

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

3.7 City of San Diego Rights. The City reserves the right to request additional information from any and all Proposing Firms if necessary, to clarify any information contained in the submittals. The City reserves the right, at its sole discretion, to accept or reject any and all proposals as a result of this RFP, to waive minor irregularities, to amend or terminate the RFP, and to conduct discussions with all responsible Proposing Firms, in any manner necessary, to serve the best interests of the City.

D. ANNOUNCEMENT OF AWARD

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

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

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

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

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

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

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

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

4. Reserved.

5. Reserved.

6. Consultant Award Tracking Form

7. Conflict of Interest Certification

8. Statement of Economic Interest, Form 700, if required by the City and with the scope as directed by the City.

9. COVID Certification Form

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

EXHIBIT B
SCOPE OF WORK

A. BACKGROUND.

The City of San Diego Development Services Department (DSD) provides review, permit, inspection and code enforcement services for private and public development projects throughout the City of San Diego to ensure that all neighborhoods citywide remain sustainable, healthy, safe, and livable. Through operational excellence, DSD's functions include entitlements; building construction and safety; engineering mapping; current planning; and code enforcement. DSD provides overall management of the development process of all residential, commercial, affordable housing, as well as industrial and complex major land development projects from start to finish. DSD is also charged with the implementation of new laws and market trends including historic preservation, cannabis regulations, companion and junior units, shared mobility devices and telecommunications facilities. DSD has transformed the way permits are historically processed by converting to an electronic permitting system in place of paper plans. This transition is an integral part of the City's commitment to #DigitalDSD, an internal initiative to modernize and digitize all workplace systems, digitize 8 million records, and cost-effectively leverage technology to increase productivity and improve service delivery to DSD's customers. DSD development review and inspection services are operated without a General Fund subsidy. Code Enforcement activities are funded by taxpayers and Code Enforcement penalties.

DSD consists of 600 budgeted full-time equivalent positions. It provides direct services and programs through the following Divisions: Code Enforcement, Project Submittal and Management, Engineering, 5G and Broadband, Land Development Review, Building Construction & Safety, Business Operations Support Services, and the Cannabis Business Division.

The Vision: To employ an engaged workforce and utilize superior technology in the streamlined delivery of services.

The Mission: To ensure quality development by delivering consistent, transparent, and effective customer service to all stakeholders.

B. SPECIFICATIONS.

DSD is seeking professional consultant services to complete a department-wide operational effectiveness and organizational cultural assessment and to help department management implement recommendations from the assessment. The intent is to identify efficiencies and propose changes that will help ensure that DSD provides its customers excellent service and its employees an excellent work environment.

Since 2019, DSD has experienced considerable transformational change in process and procedures including the transition to 100 percent online permitting, shifting to virtual customer meetings in place of in-person services and turnover in management and staff

throughout the organization. The assessment shall consider these factors and provide best practices and recommendations to provide better service to DSD customers and improve its internal operations.

DSD is the regulatory and code enforcement agency for all public and private development projects in the City of San Diego. Its staff is responsible for applying the rules of the City, such as land use regulations and other municipal code provisions. It also must review projects for compliance with the State building code and other state statutes and regulations, as well as rules promulgated by other agencies including school districts, wildlife agencies, among numerous others. The City and its staff have an important responsibility to the public to uphold these regulations: not only does the City have a mandatory duty, one it cannot waive at an applicant's request, but the City faces legal and financial penalty in some cases if it does not accurately and carefully enforce these regulations. This can create a contentious relationship between DSD and its customers when processing permits and approvals. The regulations can be complicated and may conflict in some circumstances, causing differences of opinion between reviewers or the applicant and staff. Applicants have varied levels of sophistication with the regulations, which can be a factor in how successful the permitting process is and how long it takes. There are numerous reasons that the role of DSD as regulator impacts the customer experience. The assessment shall consider this relationship and recommend best practices to change the organization culture to be more collaborative in serving customers (e.g., not providing a "no," but providing a "yes, if" response to help direct customers to a solution) and to ensure that when a regulation must be imposed over objection, that staff is able to explain the basis for the decision. The assessment shall take into account the extent to which projects that call for more staff shepherding may take more staff time and increase costs, as this information will be valuable to the department as it considers how to levy fair fees for various project types.

Further, the department needs a means to gather and evaluate customer complaints in a data-driven manner. The department currently accepts feedback from numerous sources. Its staff meets with applicant representatives, its leadership communicates with stakeholder organizations and individuals, and its management receives direct feedback from elected officials' offices passing along constituent concerns, for example. It lacks a means or regular practice of collecting and sorting complaints in a manner that would allow staff to determine if the complaint in question is one-time or pervasive, limited to a few staff members or systemic, etc. Such data would be valuable in that it would allow the department to take meaningful corrective action when warranted and would provide a means to directly address customer feedback. The assessment shall consider whether the department can develop a more robust system for conflict resolution and for collecting, analyzing, and acting upon customer feedback (using staff training and customer education to address issues that commonly arise).

The assessment shall include an analysis of the social work environment in the office, how departmental policies and practices may contribute to it, and the norms, values or other factors that may drive behavior in the organization. The assessment shall provide measurable recommendations on the social and work environment, how changes can be made to provide

more time and training for senior staff to perform management duties to cultivate their staff, how best to cross-train and provide succession planning, and how the work environment may be enhanced to retain and attract talent.

Lastly, DSD has hundreds of processes, forms and procedures that add time and workload to permit review. The assessment shall include a list of recommendations on how to streamline the permit application requirements for customers and memorialize internal processes for ease of reference and regular evaluation.

C. PRECLUDED PARTICIPATION.

In order to avoid any real or perceived conflicts of interest, the successful proposer to this RFP will be precluded from participation in any solicitations or contracts that result, directly or indirectly, from this RFP.

D. DELIVERABLES:

The selected consultant shall assign a primary dedicated account manager with experience and authority commensurate with the duties under the contract who shall be responsible for all duties under the contract, including but not limited to serving as a single point of contact for the City under the contract, coordinating meetings, tracking and reporting on contract activity, and proactively updating the City on the status of deliverables, and assigning a secondary as backup for any time(s) the primary may not be available.

Consultant shall be responsible for all of the following three (3) specific Tasks to achieve DSD objectives. Consultant shall respond to this solicitation in a manner that includes completion of Tasks 1, 2, and 3.

1. Task 1: Communications and Relationships.

1.1 Develop a communications strategy and materials (with the goals of education, transparency, and setting and managing expectations) that include, at minimum:

1.1.1 Articulation of the department's role in relation to the regulations it is responsible for enforcing.

1.1.2 Explanation of the volume and complexity of those regulations.

1.1.3 Description of what the customer and staff can expect as part of the permit processing experience regarding professionalism, communication of important information, and conflict resolution, through customer and staff "bill of rights"-style materials or other means.

1.1.4 Plan for improved internal communications that helps ensure that staff is kept well informed of information relevant to their job duties, opportunities for training and advancement, and other information important to help foster a connected and informed team and a rewarding and supportive working environment.

1.2 Provide resources and training to staff to enhance the staff-customer dynamic, including how to communicate DSD's role and applicable regulations to customers,

avoid and defuse adversarial situations, and promote constructive interactions by empowering staff to guide conflicts toward resolution. This work to also include, at minimum:

1.2.1 Providing educational materials and other resources to aid customers in avoiding common errors.

1.2.2 Sharing recommendations on how to train staff to guide and educate customers (to promote a culture where a “no” can be followed by a “yes, if” or “and here’s why” response, in a manner that acknowledges the extra demand this will place on staff and department output with regard to time and, accordingly, cost) and provide for more efficient conflict resolution.

2. Task 2: Performance, Efficiency, and Process.

2.1 Devise data-driven methods to collect, analyze, and address customer feedback and common challenges. This work to include, at minimum:

2.1.1 Developing a reliable means to solicit, gather, track, rank, and act upon customer suggestions and complaints, including, at minimum, a complaint trends analysis to help create focus areas for improvement.

2.1.2 Creating new metrics to evaluate customer service, including taking into account customer-side issues and delays.

2.1.3 Identifying problems that arise most frequently, whether on the staff or customer end, and provide solutions that include training for staff, education for the customer, or technological fixes to reduce incidence of error.

2.2 Devise data-driven methods to assess individual staff and operational unit performance. This work to include, at minimum:

2.2.1 Reviewing and establishing appropriate target timelines for tasks based on the time it should take to complete each, given its complexity, and using this information to develop target timelines for the permits and projects the department processes.

2.2.2 Devising alerts and reports to reliably measure productivity and illuminate missed deadlines to workload managers and management.

2.2.3 Identify tools, whether existing and underused tools or new suggested tools, to provide incentives for good performance and disincentives for poor performance – taking into account reasonable timelines and complexity of the tasks asked of staff.

2.3 Identify and suggest changes to operational processes and common challenges that contribute to delays. This work to include, at minimum:

2.3.1 Undertaking process mapping for multiple permit and project types (as determined in conjunction with DSD) and solicit staff and customer feedback to determine causes for bottleneck and delay, including, as an example and at minimum, application requirements and the submittal manual.

2.3.2 Suggesting how to compress, reroute, or eliminate steps.

2.3.3 Determining how to assess variety in the quality of customer input, how it factors into ultimate processing results, and means to address common challenges.

2.3.4 Memorializing internal processes in a manner that is easy to visualize, review, and evaluate.

2.4 Provide a plan for how to prioritize specific project or permit types through workload management. This work to include, at minimum, how to use system tools and make personnel and organizational decisions that promote easier and faster processing of priority projects, such as, for example, low-through-middle income housing and projects that drive the economy.

3. Task 3: Personnel.

3.1 Perform a staffing analysis (including, as an example and at minimum, for intake, review, issuance, and records staff), that takes into account: the varying complexity of tasks and volume of applications and requests the department receives, appropriate workload targets, and the need for adequate time for important non-project related activity and supervisory and mentoring duties. [Note, work may depend in part on results of elements of the Performance, Efficiency, and Process Task above, e.g., Parts 2.2 and 2.3.]

3.2 Provide a personnel strategy that includes a streamlined hiring process, enhanced onboarding (designed to maximize work satisfaction, performance, organizational culture and outcomes), and using data to inform personnel decisions (e.g., determining reasons for departures, ensuring there are adequate promotional opportunities), and succession planning.

3.3 Analyze the work environment, taking into account, at minimum, the regulatory environment, customer-staff relationship, and internal policies and practices and the departmental social and professional environment and make recommendations that, at minimum, identify obstacles to attraction and retention of a full, qualified workforce and provide recommendations for means to improve working conditions, morale, and employee satisfaction and promote a resilient and innovative culture.

3.4 Provide personnel and work environment recommendations to assure that DSD's culture, environment, policies, practices, values, norms, and performance are aligned with DSD's mission to be an employer of choice and a department achieving excellence in relation to similar agencies, which task shall include comparison or benchmarking and collection of best practices in the field, whether in California or by identifying other comparable cities.

4. Each Task shall include, at a minimum, the following components and deliverables:

4.1 Assessment and Recommendations (A&R)

4.1.1 Defining Objectives. The consultant shall conduct meetings with various parties, including DSD's executive leadership and management, to gain an understanding of the recent history of DSD, its organizational structure, DSD responsibilities, department policies and procedures, and a discussion of DSD's desired goals and objectives. Consultant shall present to DSD for review and, upon DSD approval, establish a specific list of objectives for the assessment consistent with the demands of each Task as one of the deliverables under this contract.

4.1.2 Gathering Information.

4.1.2.1 Stakeholder Engagement. The consultant shall endeavor to achieve a qualitative understanding of the organization. To this end, the consultant shall conduct interviews with stakeholders in the City, including DSD's staff, managers and supervisors from across the organization, and other City Department Directors and key

industry stakeholders (as determined in conjunction with DSD) to assess their interactions with DSD.

4.1.2.2 Surveys and Assessments. The consultant shall conduct one or more comprehensive assessments, which shall include quantitative measures, to analyze DSD, including but not limited to those aimed at measuring DSD competencies, common reasons for permit processing delay, and others as indicated under each Task. The survey tools used by the consultant shall reflect the prevailing best practices in the field of organizational cultural assessment, shall be approved by DSD prior to deployment in order to help determine if the survey tools are likely to be effective at answering the specific questions relevant to each Task, and shall be designed to be engaging and accessible.

4.1.2.3 Consultant shall provide to DSD an organized summary of the information gathered, upon request, as a contract deliverable.

4.1.3 Evaluation of Recommendations. The consultant shall work with DSD to suggest and identify means to achieve objectives and incorporate information gathered, noting, where relevant, the effort, time, or cost involved with each and, if applicable, any obstacles that may exist to implementation as well as a suggestion for relative priority and potential responsible party.

4.1.4 Report. The consultant shall prepare a report (Report) for DSD review and comment that summarizes the A&R efforts. It shall detail the summary of the Assessment and Recommendations effort, including the findings of the assessment, the recommendations, and an engagement strategy for assisting DSD in meeting the objectives.

4.1.5 Work Papers. At the conclusion of the review, the selected firm shall make copies of significant work papers and source documents available to the City, if so requested.

4.2 Action Plan and Implementation (AP&I)

The consultant shall assist DSD in evaluating, organizing, prioritizing, and implementing the recommendations and other elements of the Report identified in 4.1.4 above.

4.2.1 Evaluation. The consultant shall evaluate each Report recommendation by taking into account how critical the recommendation is to attain DSD objectives, degree of difficulty to address the issue, cost to address the issue, and other relevant factors.

4.2.2 Organization and Prioritization. Consultant shall use these evaluation factors to help DSD create a list of priorities for possible implementation. DSD will determine and communicate its priorities to the consultant. The consultant will turn DSD identified priorities into an Action Plan, which shall provide specific, detailed tasks designed to address the prioritized Report recommendations, along with a specific feasible timeline that spans the short, medium, and longer term, as defined in consultation with DSD. Where costs are unknown, consultant shall investigate and provide a reasonable cost estimate or, if infeasible given its expertise, suggestions regarding how the City could determine a reasonable cost estimate. The Action Plan shall address impediments to implementing the prioritized recommendations, measures to address such obstacles, and provide alternative recommendations in case such impediments cannot be overcome.

4.2.3 Implementation. The consultant shall, after DSD's evaluation and selection of one or more of the tasks from the Action Plan for implementation, provide support to DSD in carrying out the tasks. Such support may include but not be limited to creating tools, carrying out trainings, drafting communications materials, performing and summarizing research, creating surveys and compiling results, and other activities designed to accomplish the Tasks described in Section D. Deliverables (1-3) above. Consultant support shall not include: additional compensation beyond the not to exceed amount of the contract resulting from this RFP; or participation in any solicitations or contracts that result, directly or indirectly, from this RFP, from consultant recommendations identified in the Report or Action Plan, or from implementation of consultant recommendations.

4.3 Format and Presentation. The Report and Action Plan shall be prepared by the consultant as traditional written reports (e.g., not in a PowerPoint or other slide format) with a summary and sufficient detail to explain any analysis or support any findings. The consultant shall present its Report and Action Plan to DSD management or executive leadership, the City Executive Team, and other staff and key stakeholders in a real time meeting upon request by DSD. The consultant shall also present the Action Plan to City Council and a City Council Committee upon request by DSD. These presentations shall take place virtually or in person, at DSD's specification.

E. DETAILED WORK PLAN AND TENTATIVE PROJECT SCHEDULE.

The proposal shall include a Detailed Work Plan setting forth a comprehensive description of the approach to providing the tasks required in Section D. Deliverables of Exhibit B and shall clearly demonstrate an understanding of the City's requirements.

Describe the methods by which your firm will fulfill the A&R and AP&I tasks as requested in Section D. Deliverables. In responding to Section D. Deliverables, please be thorough in describing your firm's methodology for completing the tasks and how your firm will address services identified in Exhibit B.

The proposal shall contain a description of each task listed as part of the A&R and AP&I tasks with an explanation of how the proposer plans to approach the tasks and the steps that will be taken to complete the task including analytical methods and tools. Proposers must demonstrate that they understand the magnitude and importance of each individual task.

The proposal shall include a schedule to undertake the A&R and AP&I tasks. This schedule can be phased or organized in a manner the proposer deems most effective if there is a clearly defined plan articulated in the proposal. City desires that the project start within 30 days of contract execution.

Please note, while the City understands the ultimate project timeline may be impacted by a number of factors, including, but not limited to various internal and external meetings, the City wants all deliverables within a six (6) month period beginning from contract effective date. The proposal shall include a schedule to meet this timeline or, if it determines it is

infeasible to do so because that timeline would inappropriately compress work critical to achieving City objectives, the proposal shall include an alternate schedule with reasons justifying the extended schedule and describing specific milestones and deliverables that can be provided during the period.

F. STAFFING AND EXPERIENCE.

To enable the City to evaluate the responsibility, experience, skill, qualifications, and business standing of the proposer, the following information shall be included with the proposal:

1. Provide a company/corporation organization chart and staffing profile including years of tenure for staff.

2. Provide resumes for key personnel including but not limited to management, legal, and technical staff who will be assigned and dedicated to the City's account.

3. Provide the names of the assigned project managers and account representatives. Proposer shall not change key personnel without the prior approval of the City.

4. Provide project managers and account representatives who have a minimum of five (5) years prior experience in accounts of similar type, size, and scope.

5. Clearly define the roles, responsibilities, and qualifications of assigned personnel and what they will be charged with relative to this Contract.

6. Clearly demonstrate the ability to complete the work in a timely manner.

7. Clearly demonstrate previous experience of firm on similar projects, including ability to competently and creatively conduct the specified work, and firm's knowledge and ability to comply with laws, regulations, and best practices that pertain to the cost and staffing analysis and other expertise required by the Scope of Work.

8. Clearly demonstrate firm's knowledge or ability to gain a thorough understanding of the local regulatory and legal environment, for example, the City of San Diego Municipal Code, DSD bulletins, and other laws and regulations that govern DSD's work.

G. REFERENCES.

1. Proposers shall provide three (3) references to demonstrate successful performance for work of similar size and scope as specified in this contract during the past five (5) years, preferably in local governments. References shall be provided in the "Contractor Standards Pledge of Compliance" form.

2. Proposers shall also demonstrate that they are properly equipped to perform the work as specified in this contract. Previous experience in furnishing the services as specified in this RFP will be an important consideration.

3. The City shall rely on references as part of the evaluation process. The City reserves the right to take any or all of the following actions: to reject a proposal based on an

unsatisfactory reference, and to contact any person or persons associated with the reference, to request additional references.

H. FORM 700.

In order to prevent potential or perceived conflicts of interest, the successful proposer may be required to submit a current Statement of Economic Interest Form 700 applicable to this scope of work prior to Notice to Proceed on the Contract.

I. TECHNICAL REPRESENTATIVE.

The Technical Representative for this Contract is identified in the Notice to Proceed and is responsible for overseeing and monitoring this contract to ensure compliance to the scope of work and/or performance to Contract. The Technical Representative, or designee, is also responsible for oversight of all 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 the 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 changes must be in writing, signed by the Purchasing Agent.

J. POST AWARD KICK-OFF MEETING.

Proposer receiving award under this solicitation shall be required to attend a post award kick-off meeting within ten (10) calendar days after award of contract to be scheduled by the Technical Representative or designee.

The Technical Representative or designee shall communicate the date, time, location, and agenda for this meeting to proposer.

K. EVALUATION OF PROPOSALS.

The contract award will be made to a single proposer determined to offer the best value to the City, considering price, qualifications, experience, and other factors determined by the Purchasing Agent. Evaluation criteria are listed on Exhibit A, paragraph 3.6.

L. INVOICING.

City will pay Contractor on a monthly basis for actual services rendered. Contractor shall submit detailed monthly invoices for payment, which shall include breakdown of personnel, rate, and nature of work completed by Task. Contractor shall submit invoices by the 10th of the month for services rendered the previous month.

M. PRICING.

Proposer's pricing shall be submitted as a flat rate for performance of all specifications in this RFP and shall include all costs to complete the Tasks specified in this RFP. The City shall evaluate pricing for this RFP solely based upon proposer's submitted flat rates, as specified in the below table.

Proposers must submit their proposal for pricing on the following Price Schedule. Using the Price Schedule will help ensure consistency in the price evaluation process.

The Price Schedule shall be completed in full and shall be incorporated herein. Any deviations from the Price Schedule may be considered non-responsive and unacceptable.

Proposers must provide attachment worksheets (Worksheets), that include a detailed list of fees and detailed descriptions showing the entire cost to achieve each Task, including a breakdown of hourly-based rate(s) by position, estimate of labor hours and dollar amount to complete the Tasks in this RFP, and any other rationale used in determining their pricing. Blanks on the pricing pages will be interpreted as zero (0), and no price will be allowed.

Hourly rates shall be inclusive of all fees and costs of operations to provide the contract services, including but not limited to photocopying, support services, travel, lodging and any other expenses incurred in the course of representing the City.

If Proposer's price or requirements exclude certain fees or charges, Proposer shall provide a detailed list of excluded fees with a complete explanation of the nature of those fees.

Any variations in the labor hours necessary to complete the work during the Contract period shall not entitle the proposer to any adjustment in compensation.

N. PRICE SCHEDULE.

Firm, fixed pricing for completion of all services and deliverables described in the Scope of Work.

Description	Total Cost
Operational and Organizational Effectiveness and Cultural Assessment for DSD	\$

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

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

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

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

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

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

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

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

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

ARTICLE IV SUSPENSION AND TERMINATION

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

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

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

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

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

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

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

4.5 Contractor's Right to Payment Following Contract Termination.

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

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

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

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

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

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

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

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

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

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

ARTICLE VII INDEMNIFICATION AND INSURANCE

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

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

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

Contractor shall provide, at a minimum, the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII BONDS

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

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

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

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

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

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

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

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

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

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

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

9.1.3 Non-Discrimination Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

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

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

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

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

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

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

ARTICLE XI DISPUTE RESOLUTION

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

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

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

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

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

ARTICLE XII MANDATORY ASSISTANCE

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

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

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

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

ARTICLE XIII MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



City of San Diego

Operational and Organizational Effectiveness and Cultural Assessment for Development Services Department

SOLICITATION #10089859-22-L / JULY 25, 2022



Cover photo courtesy of Chris Parker (*Flickr*)

TAB A:

Submission of Information and Forms



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

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

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

Raftelis Financial Consultants, Inc.
Proposer

BY:

445 S. Figueroa Street, Suite 1925
Street Address

Print Name:

Los Angeles, CA 90071
City

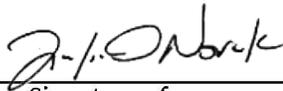
Director, Purchasing & Contracting
Department

704.373.1199
Telephone No.

Date Signed

info@raftelis.com
E-Mail

BY:



Signature of
Proposer's Authorized
Representative

Approved as to form this ____ day of

_____, 20____.
MARA W. ELLIOTT, City Attorney

Julia Novak
Print Name

BY: _____
Deputy City Attorney

Executive Vice President
Title

July 20, 2022
Date

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:

Operational and Organizational Effectiveness and Cultural Assessment
for Development Services Department (DSD)
Solicitation Number: 10089859-22-L

B. BIDDER/PROPOSER INFORMATION:

<u>Raftelis Financial Consultants, Inc.</u>	<u>Raftelis</u>		
Legal Name		DBA	
<u>445 S. Figueroa Street, Suite 1925, Los Angeles, CA 90071</u>			
Street Address	City	State	Zip
<u>Michelle Ferguson, Vice President</u>	<u>828.777.6588</u>	<u>828.484.2442</u>	
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.

Michelle Ferguson	Vice President
Name	Title/Position
Durham, North Carolina	
City and State of Residence	Employer (if different than Bidder/Proposer)
Company Shareholder	
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
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 (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: April 23, 2004 State of incorporation: North Carolina

List corporation's current officers: President: Peiffer Brandt, President and CEO
Vice Pres: Please see following page for complete list of Vice Presidents.
Secretary: Jessica Jasso, Accounting Manager
Treasurer: N/A

Type of corporation: C Subchapter S

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

If **Yes**, after what date: July 26, 2004

List of Vice Presidents

1. Stacey Aukamp, Vice President
2. Tom Beckley, Vice President
3. Thierry Boveri, Vice President
4. Mike Burton, Executive Vice President
5. Elaine Conti, Vice President
6. Rocky Craley, Vice President
7. Joe Crea, Vice President
8. Jon Davis, Executive Vice President
9. Melissa Elliott, Vice President
10. Michelle Ferguson, Vice President
11. Tony Hairston, Vice President
12. Bart Kreps, Vice President
13. Melissa Levin, Vice President
14. Henrietta Locklear, Vice President
15. John Mastracchio, Executive Vice President
16. Chris McPhee, Vice President
17. Julia Novak, Executive Vice President
18. Rob Ori, Executive Vice President
19. Sudhir Pardiwala, Executive Vice President
20. Keith Readling, Executive Vice President
21. Harold Smith, Vice President
22. Doug Spiers, Vice President
23. Darin Thomas, Vice President
24. Henry Thomas, Vice President
25. Catherine Tuck Parrish, Vice President

Is your firm a publicly traded corporation? **Yes** **No**

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

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

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

If **Yes**, please use Attachment A to disclose.

Please list the following:

	Authorized	Issued	Outstanding
--	------------	--------	-------------

a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:	_____	_____	_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

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

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

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

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

Joint Venture Date formed: _____

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

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

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

Yes **No**

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

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

Yes **No**

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

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

Yes **No**

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

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

Yes **No**

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

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

Yes **No**

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

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

Yes **No**

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

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

Name of Bank: First Citizen's Bank

Point of Contact: Kyle H. Woodruff, Vice President

Address: 128 South Tryon Street, 2nd Floor, Charlotte, NC 28202

Phone Number: 704.338.4122

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

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

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

Business Tax Certificate No.: B2017006941 Year Issued: 2022

F. PERFORMANCE HISTORY:

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

7. Performance References:

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

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

Company Name: City of Charleston

Contact Name and Phone Number: Susan Poteat, Director of Process and Service Improvement / 843.577.1381

Contact Email: poteats@charleston-sc.gov

Address: 80 Broad Street, Charleston, SC 29401

Contract Date: 2019-2020

Contract Amount: \$125,000 (2020 annual contract)

Requirements of Contract: Annual contract for multiple projects

Company Name: City of Austin

Contact Name and Phone Number: Kerri Lang, Budget Officer / 512.974.2610

Contact Email: kerri.lang@austintexas.gov

Address: 301 W. 2nd Street, Room 3, Austin, TX 78701

Contract Date: 2020-Present

Contract Amount: \$283,030 (2021 annual contract)

Requirements of Contract: Annual contract for multiple projects

Company Name: Pinellas County

Contact Name and Phone Number: Joe Lauro, Director of Administrative Services / 727.464.4710

Contact Email: jlauro@pinellascounty.org

Address: 315 Court Street, Clearwater, FL 33756

Contract Date: 2019

Contract Amount: \$124,000 (Utilities Department Business Analysis)

Requirements of Contract: Project to improve and update business services policies and procedures

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 # No _____

b. Woman or Minority Owned Business Enterprise Certification # No _____

c. Disadvantaged Business Enterprise Certification # No _____

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: N/A

Address: _____

Contact Name: _____ Phone: _____ Email: _____

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

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

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

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

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

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

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

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

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

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

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

L. STATEMENT OF AVAILABLE EQUIPMENT:

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

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

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

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

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated August 21, 2020

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.

Julia Novak, Executive
Vice President

Name and Title



Signature

July 20, 2022

Date

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

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

Responses and Contract Exceptions provided on the following page.

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.

**Julia Novak, Executive
Vice President**

Print Name, Title



Signature

July 20, 2022

Date

Attachment A Responses

C. OWNERSHIP AND NAME CHANGES:

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?

Yes, Raftelis has made recent acquisitions of three firms to enhance the services we provide to our clients. In 2019, Raftelis acquired Public Resources Management Group (PRMG) to add additional resources to our financial and rate consulting practice, particularly in the Southeast. We acquired The Novak Consulting Group in 2020 to enhance our management consulting services for local government agencies. Westin Technology Solutions was acquired in 2021 to enhance our technology services for utilities.

EXCEPTIONS

We request that the City consider making the following modifications, shown in red below, to the General Contract Terms and Provisions. Please contact us if you have any questions or concerns about these modifications.

ARTICLE IV

SUSPENSION AND TERMINATION

4.3.1 If Contractor fails to satisfactorily cure, or diligently commence a cure and pursue it to a successful conclusion, 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.

ARTICLE V

ADDITIONAL CONTRACTOR OBLIGATIONS

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 at the time and place the services are performed. 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.

ARTICLE VI

INTELLECTUAL PROPERTY RIGHTS

6.1 **Rights in Data:** ~~If, in connection with the services 6.1 Rights in Data, 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. All Data compiled and deliverables prepared by Contractor under this Agreement ("Deliverables") shall be the property of the City. The City may reuse or modify the Deliverable materials but any reuse or modification shall be at the sole risk 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 ~~Nothing contained herein shall be deemed a transfer assignment or divestiture by Contractor of its trade secrets, know-how or intellectual property. 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.~~

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 caused by the negligence, gross negligence or willful misconduct by Contractor in the~~ 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.

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: Raftelis Financial Consultants, Inc.

Certified By Julia Novak Title Executive Vice President

Name

 Signature

Date July 20, 2022



EQUAL OPPORTUNITY CONTRACTING (EOC)

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

BB. WORK FORCE REPORT

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

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

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

Name of Company: Raftelis Financial Consultants, Inc.

ADA/DBA: Raftelis

Address (Corporate Headquarters, where applicable): 227 W. Trade Street, Suite 1400

City: Charlotte County: Mecklenburg County State: NC Zip: 28202

Telephone Number: 704.373.1199 Fax Number: 828.484.2442

Name of Company CEO: Peiffer Brandt

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: S-Corporation Type of License: N/A

The Company has appointed: Lisa Wilson

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: 227 W. Trade Street, Suite 1400, Charlotte, NC 28202

Telephone Number: 704.910.8961 Fax Number: 828.484.2442 Email: lwilson@raftelis.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 Raftelis Financial Consultants, Inc.

(Firm Name)

Los Angeles County, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 20th day of July, 2022

(Authorized Signature)

Julia Novak, Executive Vice President
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Raftelis Financial Consultants, Inc. DATE: July 20, 2022

OFFICE(S) or BRANCH(ES): Los Angeles, CA Office COUNTY: Los Angeles County

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

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity		
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	
Management & Financial												2	1		
Professional			1		1	1						2	1		
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			1		1	2						4	2		
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Grand Total All Employees 10

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

Disabled															
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Non-Profit Organizations Only:

Board of Directors															
Volunteers															
Artists															

WORK FORCE REPORT – Page 3

NAME OF FIRM: Raftelis Financial Consultants, Inc. DATE: July 20, 2022

OFFICE(S) or BRANCH(ES): Los Angeles, CA Office COUNTY: Los Angeles County

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

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

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

Grand Total All Employees 0

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

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



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: Raftelis Financial Consultants, Inc.

ADA/DBA: Raftelis

Address (Corporate Headquarters, where applicable): 227 W. Trade Street, Suite 1400

City: Charlotte County: Mecklenburg County State: NC Zip: 28202

Telephone Number: 704.373.1199 Fax Number: 828.484.2442

Name of Company CEO: Peiffer Brandt

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: S-Corporation Type of License: N/A

The Company has appointed: Lisa Wilson

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: 227 W. Trade Street, Suite 1400, Charlotte, NC 28202

Telephone Number: 704.910.8961 Fax Number: 828.484.2442 Email: lwilson@raftelis.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 Raftelis Financial Consultants, Inc.

(Firm Name)

Hamilton County, Ohio hereby certify that information provided

(County) (State)

herein is true and correct. This document was executed on this 20th day of July, 2022

(Authorized Signature)

Julia Novak, Executive Vice President

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Raftelis Financial Consultants, Inc. DATE: July 20, 2022

OFFICE(S) or BRANCH(ES): Cincinnati, OH Office COUNTY: Hamilton County

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

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	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	
Management & Financial												3	3		
Professional		1										3	2		
A&E, Science, Computer															
Technical															
Sales															
Administrative Support												1	2		
Services															
Crafts															
Operative Workers															
Transportation															
Laborers*															

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

Totals Each Column		1										7	7		
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Grand Total All Employees 15

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

Disabled															
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Non-Profit Organizations Only:

Board of Directors															
Volunteers															
Artists															

WORK FORCE REPORT – Page 3

NAME OF FIRM: Raftelis Financial Consultants, Inc. DATE: July 20, 2022

OFFICE(S) or BRANCH(ES): Cincinnati, OH Office COUNTY: Hamilton County

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

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	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

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

Grand Total All Employees 0

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

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

TAB B:

Executive Summary and Responses to Specifications



Title Page

Response to RFP No. 10089859-22-L

Company Name: Raftelis Financial Consultants, Inc. (DBA Raftelis)



Making our world better.

The Raftelis Charitable Gift Fund allocates profits, encourages employee contributions, and recognizes time to charitable organizations that support:

1. Access to clean water and conservation
2. Affordability
3. Science, technology, and leadership

Raftelis is investing in improved telecommunication technologies to reduce the firm's number one source of carbon emissions—travel.



Diversity and inclusion are an integral part of Raftelis' core values.

We are committed to doing our part to fight prejudice, racism, and discrimination by becoming more informed, disengaging with business partners that do not share this commitment, and encouraging our employees to use their skills to work toward a more just society that has no barriers to opportunity.

Table of Contents

01

Executive Summary

02

Firm's Qualifications, Capabilities, and Past Performance

15

Staffing and Experience

26

Detailed Work Plan and Tentative Project Schedule

This page was intentionally left blank to facilitate two-sided printing

Ms. Lisa Hoffmann, Senior, Procurement Contracting Officer
City of San Diego, 1200 Third Avenue, Suite 200, San Diego, CA 92101

Subject: Proposal to Provide Operational and Organizational Effectiveness and Cultural Assessment for Development Services Department (DSD) (Solicitation No. 10089859-22-L)

Dear Ms. Hoffmann:

We are pleased to submit this proposal for an operational and organizational effectiveness and cultural assessment for the City of San Diego (City) Development Services Department (DSD). Our focus has always been to help local government and utility clients solve their financial, organizational, and technology challenges. We appreciate the opportunity to submit our proposal, which has been developed to provide the City with concise yet thorough information that introduces our approach to organizational assessments and staffing analyses.

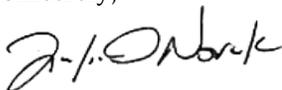
Raftelis was established in 1993 to provide financial and management consulting services of the highest quality to local governments and utilities. The Raftelis brand strengthened with the 2020 acquisition of The Novak Consulting Group (TNCG), which deepens our management consulting expertise specific to local governments. Our mission is to strengthen organizations, for those they serve and those who work in them. We believe our firm offers the City several distinct advantages for this engagement:

- **A workable and insightful approach:** Our team's approach specifically addresses the City's needs and will help develop a best practice-level plan to align internal and external communications, performance and process improvements, and DSD staffing levels and workplace culture with the vision and mission of the San Diego community. The City's desire for gained organizational/operational efficiencies and effectiveness to ensure excellent customer service and an excellent work environment for staff is the exact type of consulting work our firm performs.
- **An experienced team who knows challenges and opportunities faced by local governments:** We are skilled professionals with direct experience in all facets of local government and utility operations. We work solely for local governments and utilities, and many of our team members were local government leaders in some of the best organizations across the country. We have performed all of the components of your scope of work for other municipalities and can apply a tested methodology. Our team members understand what is required to deliver effective public services and will provide recommendations that are realistic and can be implemented in your specific context.
- **Personal service from senior-level consultants:** You appreciate it when deadlines are met, phone calls are returned, and your challenges are given in-depth, out-of-the-box thinking. While some firms may assign your business to junior-level people, we offer exceptional service from senior-level consultants.

We are proud of the resources that we can offer and welcome the opportunity to assist the City in this engagement. If you have any questions, please do not hesitate to contact our Organizational Assessment Practice Lead, who is authorized to represent the firm, using the following contact information:

Michelle Ferguson, Vice President – Organizational Assessment
Phone: 828.777.6588 / Email: mferguson@raftelis.com

Sincerely,



Julia Novak, Executive Vice President

Who We Are

RAFTELIS AND THE NOVAK CONSULTING GROUP, HELPING LOCAL GOVERNMENTS AND UTILITIES THRIVE

Local government and utility leaders partner with Raftelis to transform their organizations by enhancing performance, planning for the future, identifying top talent, improving their financial condition, and telling their story. We've helped more than 600 organizations in the last year alone. We provide trusted advice, and our experts include former municipal and utility leaders with decades of hands-on experience running successful organizations. People who lead local governments and utilities are innovators—constantly seeking ways to provide better service to the communities that rely on them. Raftelis provides management consulting expertise and insights that help bring about the change that our clients seek.

TNCG is Now Raftelis

The Novak Consulting Group and Raftelis have always shared a focus on delivering lasting solutions for local government agencies. In January 2020, TNCG joined Raftelis. Today, we provide our clients with wide-ranging capabilities and resources in financial, management, technology, and communications consulting for all areas of local government. Our clients now have the expertise of more than 130 of the country's leading local government and utility consultants, who have decades of experience. We know that our combined capabilities and resources will provide added value to our clients, and we're excited about what we can accomplish together.

+ VISIT [RAFTELIS.COM](https://www.raftelis.com) TO LEARN MORE



We believe that Raftelis is the *right fit* for this project. We provide several key factors that will benefit the City and help to make this project a success.



RESOURCES & EXPERTISE

This project will require the resources necessary to effectively staff the project and the skillsets to complete all of the required components. With more than 130 consultants, Raftelis has one of the largest local government management and financial consulting practices in the nation. Our depth of resources will allow us to provide the City with the technical expertise necessary to meet your objectives. In addition to having many of the industry's leading management and financial consultants, we also have experts in key related areas, like stakeholder engagement and data analytics, to provide additional insights as needed.



DECADES OF COLLECTIVE EXPERIENCE

Our associates and subject matter experts have decades of experience in strengthening local municipalities and nonprofit organizations. They've served in a wide range of positions, from city manager to public works director to police chief.



PERSONAL SERVICE FROM SENIOR-LEVEL CONSULTANTS

You appreciate it when deadlines are met, phone calls are returned, and your challenges are given in-depth, out-of-the-box thinking. While other firms may assign your business to junior-level people, our approach provides exceptional service from senior-level consultants.



NICHE EXPERTISE

Our expertise lies in strengthening public-sector organizations. We're consulting specialists rather than generalists, focusing our strengths to do a highly effective job for a specific group of clients.

29 years
serving local
governments
and utilities

How we stack up

OUR TEAM INCLUDES

130+ consultants focused on
finance/management/communication/
technology for local governments and utilities

RAFTELIS HAS PROVIDED ASSISTANCE FOR

1,200+ local governments
and utilities

that serve more than

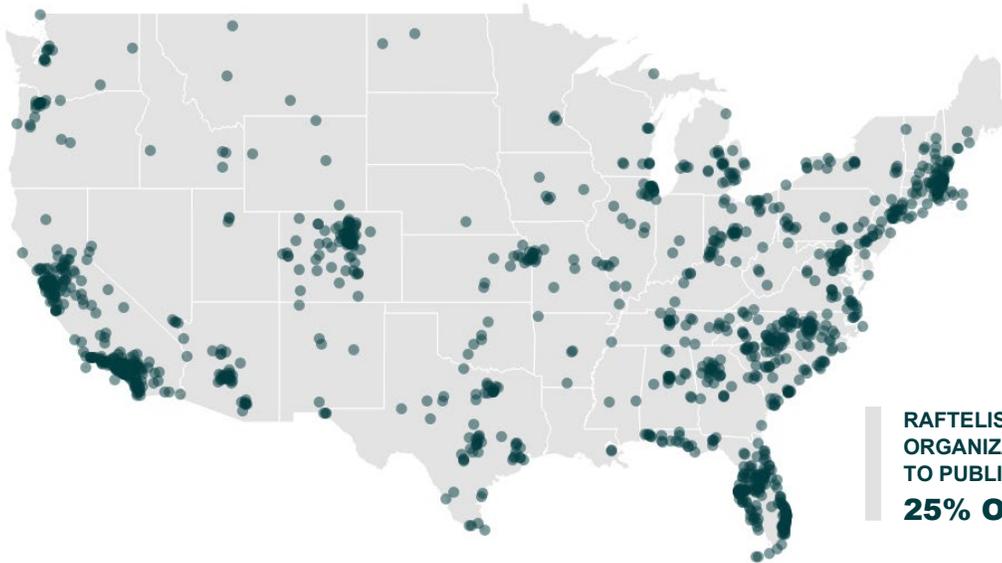
25% of the
U.S. population

including the agencies serving

38 of the nation's
50 largest cities

in the past year alone, we worked on

1,000+ projects for **600+** agencies in **46** states



RAFTELIS HAS PROVIDED FINANCIAL/
ORGANIZATIONAL/TECHNOLOGY ASSISTANCE
TO PUBLIC AGENCIES SERVING MORE THAN
25% OF THE U.S. POPULATION.

Past Performance

RAFTELIS HAS ONE OF THE MOST EXPERIENCED LOCAL GOVERNMENT FINANCIAL AND MANAGEMENT CONSULTING PRACTICES IN THE NATION.

Our staff has assisted more than 1,200 local government organizations across the U.S., including some of the largest and most complex agencies in the nation. In the past year alone, Raftelis worked on more than 1,000 financial, management, and/or technology consulting projects for over 600 public-sector agencies in 46 states, the District of Columbia, and Canada. Raftelis has assisted hundreds of local governments across the country. In many instances, we have worked with organizations over multiple years and established long-term partnerships to build capacity and lasting improvements throughout an organization. We have become trusted advisors to these local governments, as outlined in the following references.

City of Charleston SC

Reference: Susan Poteat, Director of Process and Service Improvement

P: 843.577.1381 / E: poteats@charleston-sc.gov

Dates of Service: 2019 - 2020 (Construction Permitting Performance Assessment)

The City of Charleston (City) engaged the firm under a multi-year contract to conduct a series of organizational and structural assessments under the leadership of Mayor Tecklenburg. Representatives from multiple City departments attended the Denver PEAK Academy to build internal capacity for process improvement initiatives. Our team of consultants has worked alongside the City's efficiency experts and the Process and Service Improvement Department to conduct value added analysis to many of the City's core lines of business. Monthly meetings with the Mayor and project leadership ensure continued progress on implementation of initiatives. The firm has conducted a variety of different process improvement and efficiency projects, including development review process, the permitting process, public works, fleet, solid waste, a review of the structural placement of the City's Tourism and Special Events function.

The firm has conducted staffing and structural assessments and a City-wide employee engagement survey. The survey project included the development of a detailed workforce profile for the organization and recommendations designed to improve the employee experience. We continue to work with the City to implement those recommendations.

The firm also conducted a detailed review of the City's capital construction process to ensure adequate funding and staffing to meet the demands of infrastructure maintenance and construction. Charleston is a major year-round tourist destination and is experiencing unprecedented development and permitting activity. Our study of the City's development review process included interviews with internal and external stakeholders as well as a workshop with relevant City staff to develop detailed action plans designed to streamline the process.

City of Austin TX

Reference: Kerri Lang, Budget Officer

P: 512.974.2610 / E: kerri.lang@austintexas.gov

Dates of Service: 2020 - Present

In March 2020, the City of Austin (City) engaged Raftelis to conduct a series of continuous improvement initiative studies in consultation with the City's Office of Performance Management (OPM). The purpose of these studies was to identify specific strategies to improve the efficiency of municipal government operations and the value of government services delivered to the community. The project team and OPM developed a formal project work plan that identified the scope and key objectives for a review of six of the City's departments – Fleet Mobility Services, Communications & Technology Management, Building Services, Human Resources, Financial Services, and Communications & Public Information. For each of these departments, our project team was tasked with reviewing the value streams within the department, including service to customer departments, and recommending enhancements to improve operations and cost-effectiveness.

Pinellas County FL

Reference: Patricia A. Heiss, Administrative Manager – Business & Customer Services Division

P: 727.464.4884 / E: pheiss@pinellascounty.org

Dates of Service: 2019

Pinellas County (County) has hired the firm to conduct several operational assessments and to assist the County with improving efficiency and effectiveness. Like many utilities, Pinellas County Utilities (PCU) has undergone significant changes over the last 35 years – everything from growing its service area to adding a wastewater utility to rolling out reclaimed water initiatives. Unfortunately, the organization's customer policy manual was unable to keep pace with the new activities and fell out of date. To update the manual and address the gaps, PCU convened a cross functional core team of subject matter experts from across the utility. This group reviewed sections of the existing manual, particularly those relevant to all three service lines provided by PCU, to identify policies that needed to change based on updated practices, technology, and thinking within PCU and the County. In particular, work was done to ensure compliance with all current statutes and local codes and ordinances.

The electronic, online manual resulting from these efforts represents a major step forward for PCU, in terms of both comprehensive policies that cover all of the utility's activities and a user-friendly document that enhances the utility's ability to consistently apply policies to different situations. The new manual is in use and is being updated as necessary.

Wake County NC

Reference: David Ellis, County Manager

P: 919.856.6160 / E: david.ellis@wakegov.com

Dates of Service: 2019 (Employee Engagement Assessment – Human Services)

In 2015, Wake County (County) retained the firm to conduct an employee engagement assessment of the Human Services Department. The process included an extensive survey that yielded a nearly 90% response rate and a series of employee focus group sessions to delve deeper into engagement, satisfaction, and organizational culture issues. The process resulted in the identification of key drivers of employee engagement, unique to the Human Services Department. Specific action steps were then developed to improve engagement in each of these areas and incorporated into the Department's new strategic plan. In 2019, we completed a reassessment to gauge progress since the initial survey.

The firm was also hired to conduct a cultural assessment of the County's Department of Emergency Medical Services. New leadership and questions about the work culture prompted the engagement. We worked with a Steering Team composed of employees from all levels of the department to develop a robust employee survey. A 91% survey response rate was achieved, and follow-up focus group sessions were held with staff throughout the department, from paramedics to district chiefs. Through detailed data analysis of the survey and focus group results, a series of key focus areas were identified. To distill the results further, recommendations to improve the overall culture of the department were developed for each of the focus areas. The final results were presented to all department employees.

City of Santa Barbara CA

Reference: James Hamilton, Community Development Business Manager

P: 805.564.5504 / E: jhamilton@santabarbaraca.gov

Dates of Service: 2020

The City of Santa Barbara (City) retained Raftelis in 2020 to conduct an assessment of its development review process, from concept and design review to construction permitting and inspections. The goal of the assessment was to examine the workflow of plan review and approval, building permit review and approval, and the inspection process, then acknowledge and retain effective areas while improving others. Ultimately, 31 recommendations were developed with significant employee and stakeholder engagement designed to make the process both more efficient and predictable for applicants and easier to understand for concerned residents and members of the public. Raftelis prepared a phased 12-month Implementation Plan which the City has been working through, with some delays due to the pandemic.

City of Corona CA

Reference: Katie Hockett, Assistant General Manager

P: 951.279.3601 / E: katie.hockett@coronaca.gov

Dates of Service: 2020 - 2021

The City of Corona (City), Department of Water and Power (DWP) is wedged between Orange County to the east and more rural areas to the west. Traditionally, there has been an uneasy balance between customers wanting leaner service offerings at a lower cost and a similar-sized group of customers wanting more services at a moderate additional cost. Each group often compares costs and services to those of the surrounding communities. A recent rate increase after a seven-year pause was the catalyst to reignite the debate over service levels and costs. In response, the DWP hired Raftelis to perform a comprehensive audit of the services and the value customers receive, following processes compatible with a Municipal Services Review (MSR).

Raftelis reviewed all the major aspects of how the DWP operates from its organization and management through its business processes, relationships with other departments, and operations. Using Raftelis' tested Engage-Assess-Compare-Enhance methodology, and following MSR principals, the DWP learned how it compared with similar entities using a series of benchmarks, as well as national utility data. Raftelis also looked beyond the numbers at business processes and practices to see how DWP aligned with industry best practices. Raftelis layered its analysis with Lean techniques to review the efficiency and effectiveness of practices, and an assessment of technologies such as the City's ERP, Computerized Maintenance Management System (CMMS), and other major platforms. The results of the audit showed the DWP how much value it provides compared to other utilities and where it can provide more value. Raftelis identified changes in procurement practices, for example, to better utilize the already lean number of staff in the Department.

City of Bellevue WA

Reference: Brad Miyake, City Manager

P: 425.452.4096 / E: bmiyake@bellevuewa.gov

Dates of Service: 2017

The City of Bellevue (City) engaged TNCG, now Raftelis, to evaluate the structure of the City's planning functions and identify opportunities to improve the efficacy and efficiency of the Planning Initiative Process. The Planning Initiative Process is used to develop Citywide strategic and comprehensive plans, which help guide the community's long-range growth and development. The work involved staff interviews, City Council interviews, process mapping, and document analysis. Our report identified opportunities to improve communication, connectivity, consistency, and collaboration among the organization's planning functions, which are spread among multiple departments. The City has implemented many of the recommendations to date.

City of Pearland TX

Reference: Clay Pearson, City Manager

P: 281.652.1600 / E: cpearson@ci.pearland.tx.us

Dates of Service: 2016

The City of Pearland (City) engaged TNCG, now Raftelis, to conduct an assessment of the City's Community Development Department staffing. Pearland is located in the Houston Metroplex and is currently one of the fastest-growing cities in the state. The purpose of the review was to evaluate current staffing and service levels, the organizational structure, and processes within the Department. The assessment included a detailed staffing plan to address the increase in development-related workload, and new positions have been added since completion of our review.

City of San Diego Public Utilities Department CA

Reference: Wanda Forte Mason, Key Customer Advocacy Team Program Manager

P: 619.533.6241 / E: wfortemason@sandiego.gov

Dates of Service: 2020 - 2021

At their best, organizational policies support the activities of a utility, ensuring that customers and stakeholders are treated fairly and consistently, that staff are supported in carrying out their work on a day-to-day basis, and that the organization has clear guidance on what it should and should not be doing. Often, however, policies and their associated SOPs are shelf documents – rarely referenced, updated on an ad-hoc and infrequent basis, and not comprehensive enough

to truly support the organization. The San Diego Public Utilities Department (San Diego) engaged Raftelis in 2020 to facilitate a review and update of its policies and procedures relating to water and wastewater practices.

Raftelis observed a utility that is staffed with dedicated, hardworking employees, but who are generally working without clear policies and procedures, leading to delays and inefficiency. Our team met weekly with the City of San Diego's team to review chapters of the existing policy manual, identify new sections or regulatory changes and requirements such as SB998 water shutoff policies, met with staff to review the changes and get input for missing elements or items difficult to implement, and drafted a new policies and practices. Our team also revised and updated the process narratives which guide staff through the steps of various processes as outlined in the policy manual. In this way, the representatives have clear direction and process steps to assist customers with their needs.

Raftelis provided guidance throughout the project on benchmarking with other utilities nationally to determine industry standards and best practices. Documentation is currently in legal and managerial review.

City of Wilmington NC

Reference: Tony Caudle, City Manager

P: 910.341.4658 / E: tony.caudle@wilmingtonnc.gov

Dates of Service: 2017

The City of Wilmington (City) engaged TNCG, now Raftelis, to conduct a review of the City's development review process to identify efficiency and effectiveness opportunities. To inform the study, the firm conducted a survey of process users and employees. Detailed process maps of the existing method were developed and reviewed in a group session with all development review staff to engage them and solicit their ideas for improvement. The City has been working to implement recommendations since completion of the review. Additionally, the firm conducted an operational review of the City's Human Resources Department to ensure HR resources were properly deployed to meet customer department needs in the organization.

National Experience

This matrix shows some of the communities throughout the U.S. that Raftelis/TNCG staff has assisted and the services performed for these clients.

Client	Organizational Assessment	Executive Search	Strategic Plan Facilitation
AL Birmingham Water Works Board	●		●
AK Municipality of Anchorage	●		
AR Central Arkansas Water	●		●
AR El Dorado	●		
AR Little Rock Wastewater	●		
AZ Alliance for Innovation			●
AZ Avondale			●
AZ Bullhead	●		
AZ Central Arizona Project			●
AZ Clarkdale		●	
AZ Cottonwood		●	
AZ Goodyear			●
AZ Oro Valley		●	
AZ Payson		●	
AZ Peoria		●	
AZ Scottsdale		●	
AZ Sierra Vista			●
AZ Yuma		●	●
CA California City	●		
CA Central Contra Costa Sanitary District	●		
CA Delta Diable Sanitation District	●		
CA Fullerton	●		
CA Gilroy	●		
CA Hanford			●
CA Hayward			●
CA Hollister	●		
CA Huntington Beach	●		
CA Los Angeles	●		
CA Long Beach Transit Authority	●		
CA Manhattan Beach			●
CA Malibu	●		
CA Monte Vista Water District	●		
CA Oceanside	●		
CA Oceanside Water Utilities			●
CA Palo Alto			●
CA Placer County			●
CA Roseville			●
CA Sacramento Area Sewer District/Sacramento Regional County Sanitation District			●
CA San Gabriel	●		
CA San Luis Obispo			●
CA San Marino			●
CA Santa Ana Watershed Project Authority	●		
CA Santa Barbara	●		●

Client	Organizational Assessment	Executive Search	Strategic Plan Facilitation
CA Seaside			●
CA Yountville			●
CO Adams County			●
CO Aspen	●	●	●
CO Aurora	●		●
CO Boulder	●	●	●
CO Boulder County	●		
CO Brighton			●
CO Centennial	●		●
CO Denver Metro Water Recovery	●		
CO Denver Wastewater	●		
CO Elbert County	●		
CO Erie			●
CO Evans			●
CO Fort Collins	●	●	●
CO Golden			●
CO Greeley	●		
CO Health District of Northern Larimer County		●	
CO La Plata County	●		
CO Lafayette		●	●
CO Louisville	●	●	●
CO Loveland		●	
CO Metro Water Reclamation District			●
CO Northglenn		●	
CO Pueblo West Metropolitan District		●	
CO Routt County			●
CO Thornton			●
CO Timnath			●
CO Westminster		●	●
CO Windsor	●		●
CT Connecticut Town & City Management Association	●		
CT Enfield	●		
CT Greenwich		●	
CT Groton	●		
CT Manchester	●		●
CT Mansfield	●	●	
CT Meriden		●	
CT Windsor		●	
DC DC Water			●
DC District of Columbia Department of Public Works			●
DC International City/County Management Association	●		●
DC National League of Cities	●		
DC USAID - Moldova	●		

Client	Organizational Assessment	Executive Search	Strategic Plan Facilitation
DE Kent County		●	
DE Lewes		●	
DE Milford		●	
DE Milton		●	
DE Rehoboth Beach		●	
DE Wilmington	●		●
DE Wilmington Utilities	●		●
FL Deerfield Beach			●
FL Palmetto Bay			●
FL Palmetto County	●		
FL Pinellas County	●		
FL Pompano Beach Utility Department	●		
FL Sanford			●
FL Tampa Water Department	●		●
FL Winter Haven	●		
GA Decatur			●
GA Roswell			●
IA Cedar Rapids	●	●	
IL Carbondale	●		
IL DuPage County	●		
IL Evanston	●		
IL Geneva			●
IL Gurnee			●
IL Lisle			●
IL Peoria County		●	
IL Schaumburg	●		
IL Warrenville	●		
IL Woodridge			●
IN Bloomington	●	●	
IN Indianapolis	●		
IN Monroe County	●		
IN Munster	●		●
KS Baldwin City		●	●
KS Bonner Springs	●		
KS Edgerton		●	
KS Edwardsville			●
KS Eudora			●
KS Garden City	●		
KS Gardner			●
KS Hutchinson	●		
KS Johnson County		●	●
KS Lawrence			●
KS Merriam		●	

Client	Organizational Assessment	Executive Search	Strategic Plan Facilitation
KS Olathe	●		●
KS Roeland Park			●
KS Saline County			●
KS Shawnee	●		●
KS Tonganoxie		●	●
KS United Government of Wyandotte County & Kansas City			●
KS Water District No. 1 Johnson County (WaterOne)			●
KY Lexington-Fayette Urban County Government	●		
KY Louisville Water Company	●		
KY Paducah			●
KY Sanitation District #! of Northern Kentucky			●
LA New Orleans	●		
LA Orleans Parish School Board		●	
LA Sewerage & Water Board of New Orleans			●
MA Franklin County	●		
MA Lexington			●
MA Methuen	●		
MA Nantucket	●		●
MA Pioneer Valley Planning Commission	●		
MA Sherborn	●		
MA Shrewsbury			●
MA Westborough	●		●
MD Aberdeen	●	●	●
MD Baltimore Department of Public Works	●		●
MD Berwyn Heights		●	
MD Cambridge		●	
MD Charles County		●	
MD College Park	●		●
MD Gaithersburg		●	●
MD Garrett Park		●	
MD Greenbelt	●		●
MD La Plata		●	●
MD Maryland Municipal League	●		
MD Maryland State Judiciary			●
MD Mount Rainier	●	●	
MD New Carrollton		●	
MD Ocean City			●
MD Ocean Pines Association		●	
MD Riverdale Park		●	
MD Rockville	●	●	●
MD St. Michaels		●	
MD Sykesville		●	
MD Takoma Park		●	

Client	Organizational Assessment	Executive Search	Strategic Plan Facilitation
MD Talbot County	●		
MD University Park			●
MD Westminster		●	●
MD Worcester County			●
MI Ada			●
MI Ann Arbor		●	●
MI Ann Arbor Transportation Authority			●
MI Canton Township	●		
MI Ferndale			●
MI Holland	●		
MI Jackson County			●
MI Midland			●
MI Midland Community Foundation			●
MI Novi		●	●
MI Oakland County		●	
MI Rochester Hills	●	●	
MI Royal Oak			●
MI Saline	●		
MI Three Rivers	●		
MN Cloquet	●		
MN Edina	●		
MN Lake Elmo	●		
MN Minnesota Municipal League	●		
MN Northfield	●		
MO Chesterfield		●	
MO Clayton		●	●
MO Lee's Summit	●	●	●
MO Maryville			●
MO Metropolitan St. Louis Sewer District	●		
MO Missouri Municipal League			●
MO North Kansas City			●
MO Parkville			●
MO Platte City	●		
MO Sikeston			●
MO St. Joseph			●
MO St. Louis County			●
MO University City			●
MO Wentzville			●
MT Helena		●	
NC Albemarle			●
NC Asheville	●		
NC Brevard			●
NC Brunswick	●		

Client	Organizational Assessment	Executive Search	Strategic Plan Facilitation
NC Cary			●
NC Charlotte	●		
NC Charlotte Water			●
NC Creedmoor	●		
NC GoTriangle Transit	●		●
NC Greensboro	●		
NC Guilford County	●	●	
NC Harnett County			●
NC High Point		●	
NC Lowell			●
NC Onslow Water & Sewer Authority (ONWASA)			●
NC Orange County	●		
NC Orange Water and Sewer Authority			●
NC Raleigh	●		●
NC Raleigh Public Utilities Department	●		
NC Rolesville	●	●	
NC Swansboro			●
NC Wake County	●		●
NC Wake Forest			●
NC Wilmington	●		
NC Winston-Salem			●
NC Winston-Salem/Forsyth County Utilities			●
NC Zebulon			●
ND Minot			●
NE Hastings	●		
NE La Vista	●		
NE Lincoln	●		
NE Reno	●		
NH Hanover		●	
NH Keene		●	
NJ Jersey Water Works	●		
NJ New Jersey Health Initiative	●		
NM Las Cruces		●	
NY Batavia		●	
NY Edgemont	●		
NY Ithaca	●		
NY Oneonta		●	
NY Rochester	●		
NY Wainscott	●		
OH Beaver Creek Township	●		
OH Blendon Township			●
OH Blue Ash	●		●
OH Centerville		●	

Client	Organizational Assessment	Executive Search	Strategic Plan Facilitation
OH Cincinnati	●		●
OH Clearcreek Township	●		●
OH Cleveland Heights	●	●	●
OH Dayton	●	●	
OH Delaware	●		
OH Delaware County		●	●
OH Delaware County EMS			●
OH Dublin	●	●	●
OH Eastgate Regional Council of Governments	●		
OH Franklin County	●		
OH Gahanna	●		●
OH Georgetown			●
OH Granville		●	
OH Greater Cincinnati Water Works			●
OH Greene County	●		
OH Hilliard		●	●
OH Hudson		●	
OH Jackson Township		●	
OH Miami Township		●	
OH Miami University	●		
OH Miami Valley Risk Management Authority			●
OH Montgomery County Environmental Services	●		●
OH Monroe			●
OH Moraine		●	
OH National Association of State & Local Equity Funds			●
OH Newark	●		
OH Oberlin	●	●	●
OH Ohio City/County Management Association	●		●
OH Owens-Corning			●
OH Piqua			●
OH Portsmouth		●	
OH Powell			●
OH Prairie Township		●	
OH Preservation Parks of Delaware County			●
OH Sandusky		●	
OH Sharonville			●
OH Solid Waste Authority of Central Ohio (SWACO)	●	●	
OH Solon	●		
OH The Port, an Ohio Port Authority	●	●	●
OH Toledo			●
OH Troy	●		
OH Union County		●	
OH Upper Arlington		●	●

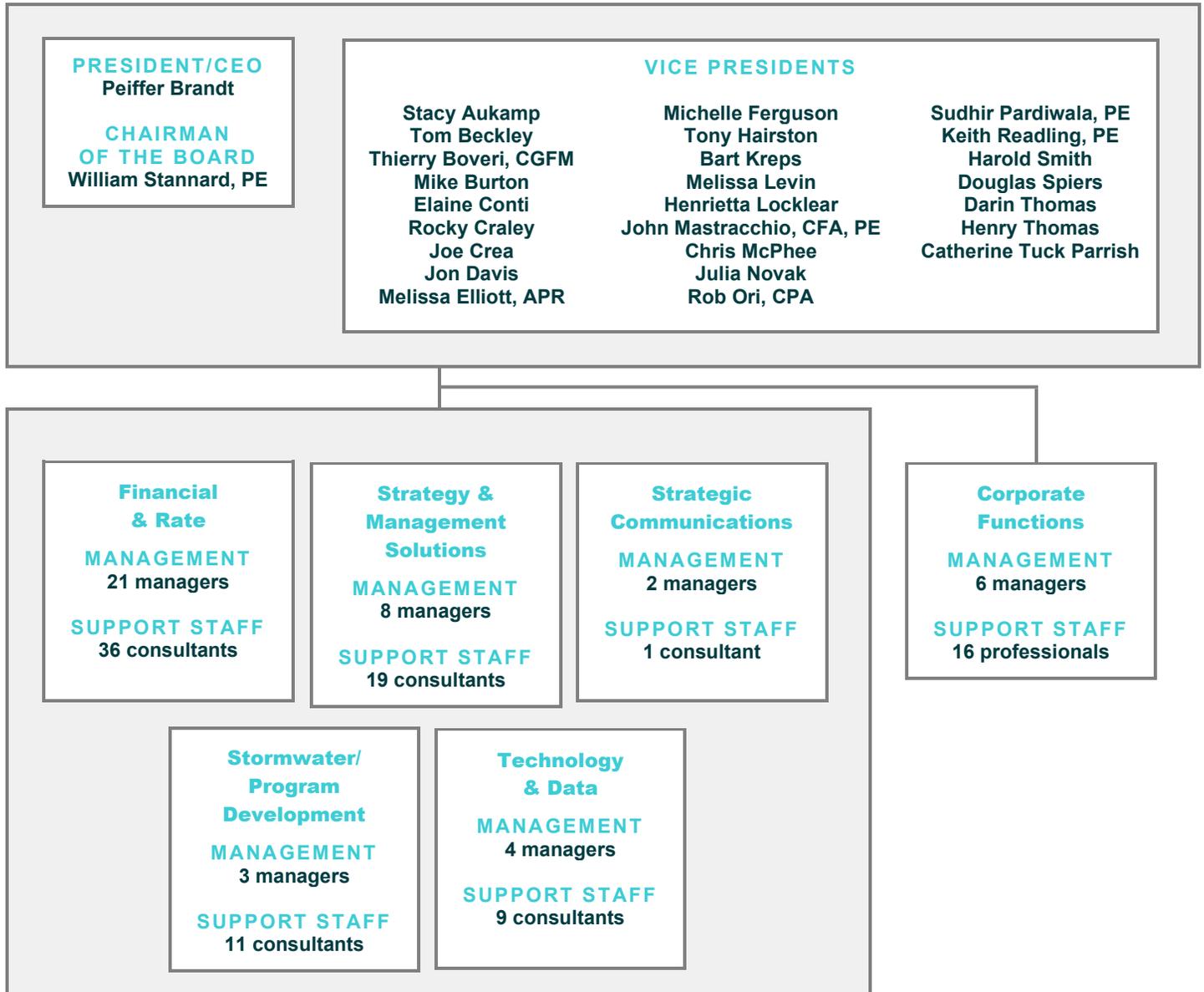
Client	Organizational Assessment	Executive Search	Strategic Plan Facilitation
OH Washington Township	●	●	●
OH West Chester Township		●	
OH Westerville		●	●
OH Worthington	●	●	●
OH Xenia	●		
OK Lawton	●		
OK Norman	●		
OR Beaverton		●	●
OR Bend			●
OR Gresham		●	●
OR Hillsboro		●	●
OR Hood River		●	
OR Lane County		●	
OR Newberg		●	
OR Salem	●	●	●
OR Tigard		●	
OR Tualatin Hills Park & Recreation District		●	
OR Washington County	●	●	●
OR Wilsonville	●		●
PA Allentown	●		
PA Association for Pennsylvania Municipal Management (APMM)			●
PA Bethel Park	●		
PA Breakneck Creek Regional Authority		●	
PA Capital Region Water			●
PA Carlisle Borough		●	
PA Duquesne	●		
PA East Buffalo	●		
PA East Whiteland Township	●		
PA Exeter Township	●		
PA Farrell	●	●	
PA Ford City Borough	●		
PA Harrisburg	●		
PA Hazleton	●		
PA Lancaster County	●		
PA Lehigh County Authority			●
PA Lewisburg	●		
PA Lower Paxton Township			
PA Nanticoke	●		
PA Pittsburgh Water & Sewer Authority	●		●
PA Reading	●		
PA St. Marys	●		
PA State College			●
RI Westerly	●		

Client	Organizational Assessment	Executive Search	Strategic Plan Facilitation
SC Charleston	●		
SC Hilton Head			●
SC Mount Pleasant Waterworks			●
SC Renewable Water Resources (ReWa)	●		
TN Farragut			●
TN Johnson City	●		
TN Metro Government of Nashville and Davidson Co.	●		
TN Metro Water Services of Nashville and Davidson County	●		●
TX Abilene		●	
TX Allen			●
TX Austin	●		●
TX Brownsville Public Utilities Board			●
TX Cedar Hill			●
TX Cedar Park	●		
TX Dallas			●
TX Lancaster		●	●
TX Laredo			●
TX League City			●
TX North Texas Municipal Water Department			●
TX Pearland	●		●
TX Plano			●
TX Prosper			●
TX Sugar Land			●
TX Temple			●
TX The Woodlands	●		●
TX University Park		●	●
UT Murray			●
UT South Jordan			●
VT Burlington Water Resources	●		
VT Montpelier			●
VA Albemarle County		●	●
VA Alexandria		●	
VA Appomattox River Water Authority	●		
VA Arlington County		●	
VA Ashland		●	
VA Bedford County		●	
VA Charlottesville	●		
VA Fairfax		●	
VA Fairfax County		●	
VA Fairfax County Water Authority			●
VA Fairfax Water	●		
VA Fredericksburg	●		

Client	Organizational Assessment	Executive Search	Strategic Plan Facilitation
VA Gloucester County	●		
VA Hampton			●
VA Harrisonburg		●	
VA Leesburg		●	
VA Loudoun County	●	●	
VA Newport News		●	
VA Newport News Waterworks			●
VA Prince William County		●	
VA Purcellville	●		
VA Rivanna Water & Sewer Authority			●
VA Suffolk	●		
VA Vienna			●
VA Virginia Beach			●
VA Virginia Retirement System		●	
VA Warrenton	●	●	
VA Washington County Service Authority			●
WA Bellevue	●		●
WA Bothell	●		●
WA Camas	●	●	
WA Central Piece Fire and Rescue		●	
WA Mercer Island			●
WA Richland			●
WA Sammamish		●	
WA Sequim	●		●
WA Shoreline	●	●	
WA Spokane Regional Health District		●	
WA Sudden Valley Community Association		●	
WA Sunrise Water Authority		●	
WI Eau Claire			●
WI Central Brown County Water Authority		●	
WI Green Bay/Central Brown County	●		
WI Mequon		●	
WI Milwaukee Metropolitan Sewerage District			●
WI Oak Creek			●
WI Shorewood	●		
WI Washington County			●
WI Wauwatosa	●		
WV Monongalia County			●
WV Morgantown		●	●
WY Sheridan			●
PR Puerto Rico Aqueduct & Sewer Authority (PRASA)	●		

Staffing and Experience

Over the last five years, our firm has grown from 60 to 163 employees. Raftelis' staff consists of some of the most knowledgeable and skilled consulting professionals in the municipal consulting industry. The organizational chart below shows the full organization and reporting structure of our firm.



Project Team

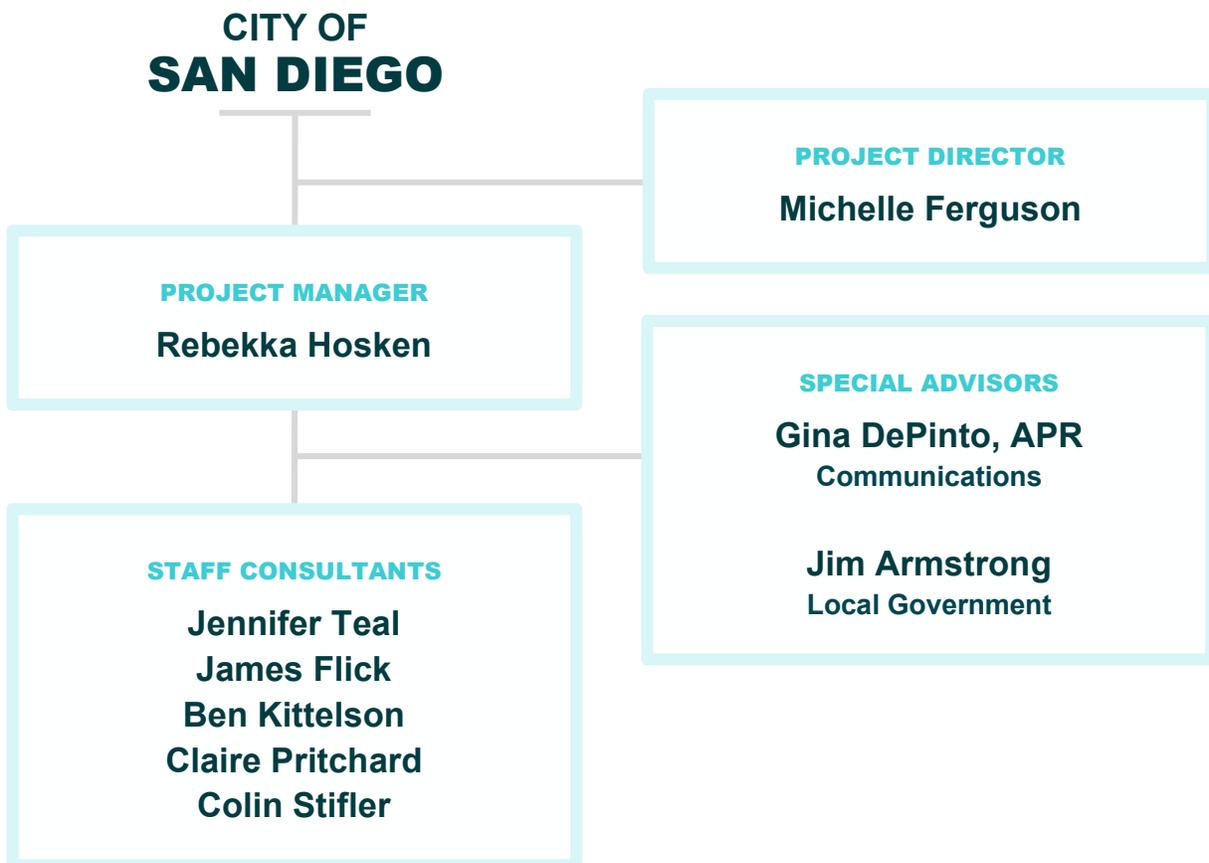
WE HAVE DEVELOPED A TEAM OF CONSULTANTS WHO SPECIALIZE IN THE SPECIFIC ELEMENTS THAT WILL BE CRITICAL TO THE SUCCESS OF THE CITY'S PROJECT.

Our project team is made up of senior-level consultants with direct local government experience. What sets our project team apart is our ability to explore and relate to local community values while at the same time investigating realistic approaches for cost-effective solutions. An organizational chart of our project team is provided below.

Availability and Geographic Location

With the depth of over 130 consulting professionals, and specifically the current and anticipated workload of the individuals assigned to this project, we have the availability to provide the requested services in a timely and efficient manner to meet the scheduling requirements and objectives of the City. As a rule, Raftelis operates at a company-wide project utilization of approximately 65% to 75%. This level of utilization, which we expect to continue through the proposed timeline of this project, will provide the project team with ample time to allocate to the City's engagement.

Our Project Director and Project Manager for this engagement each have almost 25 years of experience in local government and local government consulting. Our Project Manager, Rebekka Hosken, is located in Los Angeles, CA and is familiar with the City from past consulting engagements there. Our core project team is located in multiple offices, including Los Angeles, CA and Cincinnati, OH. In addition, we have offices in Murrieta, CA and Santa Barbara, CA.



Michelle Ferguson

PROJECT DIRECTOR

Vice President



ROLE

Michelle will be responsible for overall project accountability and will be available to provide quality assurance and control, industry perspective, and insights into the project.

PROFILE

Michelle has nearly 25 years of management experience with and for local governments across the country.

As organizational assessment practice leader for The Novak Consulting Group, Michelle spearheaded the work of nearly 200 local government reviews in some of the foremost governments across the country. Michelle has completed detailed organizational reviews of entire jurisdictions and recommended improvements to the structure, staffing, and processes within departments of all sizes. Specific department reviews have included development review, parks and recreation, public works, human services, human resources, capital budgeting, and finance.

As a Lean certified professional, Michelle excels at helping local governments continuously improve and rely on data to make informed choices about services to the public. She is skilled in project management, process improvement strategies, performance measurement, consent building, and public process design. Additionally, she has provided customized training in the development and use of performance measures to assist numerous organizations continuously improve service delivery.

Michelle is also a skilled facilitator, able to bring diverse groups of people together to articulate shared visions and priorities. She has led strategic planning engagements at the community, organizational, and department levels, and she has facilitated numerous staff and governing body retreats.

Michelle began her consulting career in 2005 following ten years of direct experience in local government management, which included serving as assistant county manager in Arlington County, Virginia. During her tenure with Arlington County, Michelle oversaw the daily management and implementation of the County's capital program. She also led the organization-wide performance measurement initiative establishing their Balanced Scorecard. Before Arlington County, Michelle served as assistant city manager in Overland Park, Kansas.

Michelle earned a bachelor's degree in political science from Loyola University-Chicago and a master's degree in public administration from the University of Kansas. She is a member of the International City/County Management Association. She also served as the president of the Metropolitan Association of Local Government Assistants in Washington, D.C, and has presented at state and national conferences on topics such as strategic planning, effective governing bodies, and council-staff relations.

Specialties

- Organizational assessment
- Staffing analysis
- Process improvement
- Performance management
- Capital planning
- Strategic planning
- Facilitation
- Community engagement

Professional History

- Raftelis: Vice President (2021-present), Senior Manager (2020-2021); Organizational Assessment Practice Leader, The Novak Consulting Group (2009-2020)
- Management Partners: Senior Management Advisor (2005-2009)
- Arlington County, Virginia: Assistant County Manager (2002-2005)
- City of Overland Park, Kansas: Assistant City Manager (1996-2002)

Education

- Master of Public Administration - University of Kansas (1998)
- Bachelor of Arts in Political Science - Loyola University, Chicago (1996)

Certifications

- Lean Certified

Professional Memberships

- International City/County Management Association (ICMA)
- Engaging Local Government Leaders (ELGL)

Years of Experience: 25 years

Rebekka G. Hosken

PROJECT MANAGER

Manager

ROLE

Rebekka will serve as the City's main point of contact for the project. She will manage the day-to-day aspects of the project ensuring it is within budget, on schedule, and effectively meets the City's objectives. Rebekka will also lead the consulting staff in conducting analyses and preparing deliverables for the project.

PROFILE

Rebekka joined Raftelis in 2020 with 16 years of direct service to local governments and 10 years of management consulting experience. As an experienced consultant, Rebekka has led organizational assessments for a broad range of operating departments and offices in cities, counties, universities, and special districts, including community development, public works, police, administration, and city attorney departments. With direct operational experience in municipal administration, public works, and finance departments, Rebekka's breadth of knowledge makes her skillful in quickly identifying organizational strengths and opportunities, analyzing operations through creation of process maps and workflows, preparing actionable recommendations for improvement, and communicating findings to a wide variety of audiences. She has consulted for over 100 clients nationwide and in Canada. She has performed community development organizational reviews in Surprise! (AZ), North Las Vegas (NV), and Santa Monica (CA), among others.

Rebekka served as finance director for the City of La Cañada Flintridge, California, a contract city north of Los Angeles. During her tenure, she identified and successfully obtained a State loan for the financing of a new city hall and played a key leadership role in communicating all financial impacts of the project to management and City Council. Previously, Rebekka was the budget officer for the City of Simi Valley, California, a full-service community in the Los Angeles region. She prepared the City's \$196 million annual budget and \$160 million capital improvement program, as well as the City's cost allocation plan. She managed the budget and capital projects module training and setup for a comprehensive citywide enterprise resource planning (ERP) system implementation across nine operating departments.

Rebekka previously served as an Assistant Village Manager and Interim Community Development Director. She earned a master's degree in Business Administration with a Certificate in Local Government and Non-Profit Management from Boston University, and a Bachelor of Arts from the University of Michigan – Ann Arbor. She has published articles in Public Management magazine and served as a trainer in sessions at International City/County Management Association (ICMA) conferences.



Specialties

- Organizational assessment
- Budgeting and financial analysis
- Business process improvement
- Strategic planning
- Staffing analysis

Professional History

- Raftelis: Manager (2020-present)
- City of La Cañada Flintridge, California; Finance Director (2017-2020)
- City of Simi Valley, California; Budget Officer (2012-2017)
- City of Burbank, California; Senior Management Analyst (2010-2012)
- Management Partners; Senior Consultant (1999-2010)
- Village of La Grange Park, Illinois; Assistant Village Manager (1996-1999)
- City of Appleton, Wisconsin; Assistant to the Mayor (1994-1996), Interim Community Development Director (1995)
- Town of Lexington, Massachusetts; Management Intern (1992-1993)

Education

- Master of Business Administration – Boston University (1993)
- Certificate in Local Government and Non-Profit Management – Boston University (1993)
- Bachelor of Arts in Russian Studies – University of Michigan (1989)

Professional Memberships

- Government Finance Officers Association
- California Society of Municipal Finance Officers

Years of Experience: 26 years

Gina DePinto APR

SPECIAL ADVISOR - COMMUNICATIONS

Manager

ROLE

Gina will provide input and guidance as a Special Advisor for the communications and outreach components of this project.

PROFILE

Gina is an award-winning and accredited public relations professional with more than 34 years of experience and leadership in crisis communications, community outreach, advocacy, stakeholder engagement, marketing, and media relations in the public and private sectors. Gina's leadership experience includes communications program management for \$2B in public transportation and water infrastructure projects, including the Port of Long Beach Gerald Desmond Bridge Replacement Project and the Orange County Groundwater Replenishment System.

Prior to joining Raftelis, Gina served the residents of Santa Barbara County as the first executive Communications Manager in the County's 171-year history. She advised the Executive Team on strategic communications programs; crisis communication; branding and culture change; and issues management. During her tenure, the County EOC was activated 19 times and included two federally declared disasters, a global pandemic, two mass casualty incidents, and a \$2M embezzlement in the Public Works Department. Gina is currently a member of the California Association of Public Information Officials (CAPIO) and the Public Relations Society of America (PRSA).

In 2017, the County of Santa Barbara embarked on a five-year initiative to transform the organization. The Renew 2022 initiative originated with an internal strategic organizational plan in 2015, followed by a budget rebalance effort intended to address significant pension costs increases. Recognizing that pressures and challenges facing the County were unlikely to abate in the near term, Renew '22 sought to build the County's capacity for innovation and continuous improvement through organizational transformation. The importance of this was fortified after the 2018-19 Thomas Fire and Montecito debris flow disasters. In her role at the County, Gina was a member of the executive decision-making team and developed a comprehensive Communications and Engagement Plan, along with a "mission-vision-values" campaign to communicate the County's commitment to Renew '22 and its core values and behaviors that were defined and honed through the strategic planning process, employee surveys, and department leadership workshops. Deliverables included a messaging platform, fact sheets, video presentations, employee and public presentations, employee feedback surveys, logo development and branding guide, and four sessions of a one-day custom leadership development seminar scripted by Gina that was offered to 300 middle managers.



Specialties

- Strategic communications planning
- Crisis & risk communications
- Reputation management
- Stakeholder engagement
- Media relations & media training
- Development & oversight of earned social and paid media
- Writing, copyediting, script writing
- Collateral development and art direction
- Branding and marketing
- Public speaking

Professional History

- Raftelis: Manager, Strategic Communications (2022-present)
- County of Santa Barbara: Communications Manager (2016-2022)
- Westbound Communications: Account Director (2013-2016)
- Orange County Water District: Communications Specialist (2006-2013)
- Bylines Public Relations & Marketing: Owner/Principle (1996-2006)
- Farnam Companies: Public Relations Director (2000-2003)
- City of Phoenix: Public Information Officer (1998-2000)
- Martz Goldwater Public Relations: Senior Account Executive (1996-1997)
- Dorothy Hamill's Ice Capades: Marketing Manager & Publicist (1993-1995)

Education

- Accredited in Public Relations – PRSA (2013)
- Bachelor of Arts in Organizational Communication - Arizona State University (1987)

Professional Memberships

- Public Relations Society of America
- California Association of Public Information Officials

Years of Experience: 34 years

Jim Armstrong

SPECIAL ADVISOR – LOCAL GOVERNMENT

Special Advisor

ROLE

Jim will provide input and guidance as a Special Advisor on California development and local government regulations.

PROFILE

Prior to joining Raftelis, Jim had a long and successful local government career in four California cities. Most recently, he served as City Administrator of Santa Barbara from 2001 to 2014. During his tenure, he successfully led the City through the 2008-10 recession; completion of a General Plan update; two major wildland fires; and the dissolution of the City's Redevelopment Agency. He was instrumental in the creation of the City's Neighborhood Improvement Task Force and the South Coast Task Force on Youth Gangs. Santa Barbara also implemented a comprehensive performance management program under Jim's direction.

Jim served as senior consultant conducting city manager and senior level executive recruitments and management studies for cities and special districts throughout California. Management studies included a high-level review of a city's entire departmental operations; development of a cost-benefit model to determine the feasibility of creating a municipal police department; and evaluation of management systems at a community college district.

Jim had previously served as City Manager for Fullerton California and as Assistant City Manager in Anaheim. He has over five years of municipal consulting experience, including with Ralph Andersen & Associates.

After leaving government service, Jim has provided consulting services for several California cities and special districts. His assignments have included management studies, executive recruitments, and development of long-term financial plans. He is known for his extensive knowledge of local government finance, budgeting and financial analyses.

Jim earned a bachelors degree in Psychology from UCLA and an MPA from California State University, Long Beach.



Specialties

- Municipal budget development & financial management
- Organizational analysis
- Long term financial planning
- Establishment of performance management systems
- Strategic planning

Professional History

- Raftelis: Principal (2019-present)
- Ralph Andersen & Associates: Senior Consultant (2015-2018)
- Santa Barbara, California: City Administrator (2001-2014)
- Fullerton, California: City Manager (1992-2001)
- Anaheim, California: Assistant City Manager (1990-1992); Assistant to the City Manager (1979-1983); Administrative Assistant (1978-1979); Administrative Aide (1977-1978)
- Hanford, California: City Manager (1983-1990)

Education

- Master of Public Administration - California State University, Long Beach
- Bachelor of Arts in Psychology, Political Science, Cum Laude - University of California, Los Angeles

Professional Memberships

- Santa Barbara County City Managers Association: Chair
- Orange County City Managers Association: President
- South San Joaquin Valley City Managers Association: President
- International City/County Management Association: Life Member
- Santa Barbara Neighborhood Clinics: President of the Board
- Channel Islands YMCA: Chair of the Board, Treasurer
- Santa Barbara Rotary Foundation: President
- Santa Barbara County United Way: Board of Directors
- Aircraft Owners and Pilots Association
- Experimental Aircraft Association
- Liga International (Flying Doctors of Mercy)

Years of Experience: 32 years

Jennifer Teal

STAFF CONSULTANT Manager

ROLE

Jennifer will work at the direction of Rebekka in conducting facilitations and trainings related to the work and will assist in preparation of deliverables.

PROFILE

Jennifer has over 20 years of public sector experience, including ten years of leadership experience in local government. She has a wide array of expertise in organizational assessment, process improvement, financial management, strategic planning, and leadership development. Jennifer is a certified Lean Six Sigma Black Belt. Her commitment to empowering others has led to the implementation of numerous lean management projects that improve the efficiency and quality of government services. She is a skilled facilitator, trainer, and problem solver, having led several organizations through the development of strategic plans, strategic business plans, and detailed implementation plans.

Jennifer began her local government career as an undergraduate intern with the Village of Lincoln Heights, Ohio, where she developed a parks plan and several grant applications for the community. After working for the Department of Homeland Security and the Department of Defense, Jennifer returned to local government to manage the business operations of the City of Colorado Springs' Stormwater Enterprise. There, she oversaw the business, finance, customer service, IT, and GIS functions of a \$16 million/year utility responsible for maintaining and improving stormwater infrastructure.

In Gahanna, Ohio, Jennifer worked as the deputy finance director, chief financial officer, and finally, city administrator. In her finance roles, Jennifer was instrumental in guiding the City out of the recession while strengthening its financial position and management strategies. Jennifer led the City through a bond rating increase, multiple debt issuances, the development of key financial policies, and multiple rounds of union negotiations. Working with the elected leadership, Jennifer transformed the City's budget and financial reporting processes to align with best practices and Government Finance Officer Association award standards and developed the community's first Citywide strategic plan.

Jennifer is active in the local government industry and has presented at several conferences and co-authored a recent peer-reviewed article on process improvement in the public sector for the *Journal of Public Integrity*. She is also a lecturer at the Ohio State University John Glenn College of Public Affairs, where she teaches graduate and undergraduate seminars in Local Government Administration.



Specialties

- Strategic Planning
- Facilitation
- Organizational assessment
- Training and curriculum development
- Performance management
- Business process improvement
- Lean process development and implementation

Professional History

- Raftelis: Manager (2022-present) Senior Consultant (2020-2022); Associate, The Novak Consulting Group (2019-2020)
- The Ohio State University: Lecturer (2019-present)
- J Teal Consulting: Principal Consultant (2017-2019)
- City of Gahanna, Ohio: City Administrator (2016-2017), Chief Financial Officer (2011-2015), Deputy Finance Director (2009-2011)
- City of Colorado Springs, Colorado - Stormwater Enterprise: Business Administrator (2007-2009)
- Missile Defense Agency: Financial Manager (2006-2007)
- Department of Homeland Security: Budget Analyst (2003-2006)
- George Mason University: Budget Assistant (2001-2003)
- Village of Lincoln Heights, Ohio: Economic Development Intern (1999)

Education

- Master of Public Administration - George Mason University (2003)
- Bachelor of Arts in Urban Planning and Public Administration - Miami University (2000)

Certifications

- Lean Six Sigma Black Belt Certification

Professional Memberships

- International City/County Managers Association (ICMA)
- Engaging Local Government Leaders (ELGL)

Years of Experience: 23 years

James Flick

STAFF CONSULTANT

Senior Consultant

ROLE

Jim will work at the direction of Rebekka in conducting analyses and preparing deliverables for the project.

PROFILE

James has over 10 years of organizational leadership experience, including five years in local government. Most recently, James served as the Director of Economic Development and Public Information Officer for Deerfield Township in Warren County, Ohio. Previously, he was a Development Officer and oversaw the Policy and Communication Division for the Department of Community and Economic Development at the City of Cincinnati.

James' areas of expertise include economic development, project management, and performance measurement. In addition, he is a skilled communicator, analyst, and creative problem solver.

During his tenure at Deerfield Township, James worked closely with entrepreneurs looking to start a business, assisted existing companies with relocations and expansions, and managed development projects of varying scales. He also served on the Executive Board of the Warren County Small Business Development Alliance.

At the City of Cincinnati, James was instrumental in developing strategic plans to address smart city initiatives, small business growth, retail revitalization in the urban core, and foreign direct investment.

James has presented at several state and regional conferences on smart cities, data and demographics, and economic development's relationship to parks. He is also an Adjunct Instructor for the Northern Kentucky University Master of Public Administration program, where he teaches Community Development, Public Policy, and Budgeting.

James earned a bachelor's degree in political science from Eastern Michigan University and a master's degree in public administration from Northern Kentucky University.



Specialties

- Organizational assessment
- Strategic Planning

Professional History

- Raftelis: Senior Consultant (2021-present)
- Northern Kentucky University: Adjunct Instructor (2017-2021)
- Deerfield Township, Ohio: Economic Development Director/Public Information Officer (2018-2021)
- City of Cincinnati: Development Officer /Interim Division Manager, Policy and Communication (2016-2018)
- Cushman and Wakefield: Vice President of Research and Marketing (2010-2016)

Education

- Master of Public Administration – Northern Kentucky University (2010)
- Bachelor of Arts in Political Science – Eastern Michigan University (2006)

Professional Memberships

- Economic Development Finance Professional Certification (NDC)

Years of Experience: 12 years

Ben Kittelson

STAFF CONSULTANT

Senior Consultant

ROLE

Ben will work at the direction of Rebekka in conducting analyses and preparing deliverables for the project.

PROFILE

Ben began consulting in 2019 after seven years of direct service to local governments on the East and West Coast. Most recently, Ben worked for the Budget and Management Services Department in the City of Durham, North Carolina. He worked on the annual budget and the community-wide strategic plan. He completed revenue projections for sales tax and water sales, assisted with financial planning for affordable housing, and led community engagement efforts designed to inform the City's budget process. Ben also started an innovation partnership program with local technology startup companies, which was awarded the J. Robert Havlick Award for Innovation in Local Government from the Alliance for Innovation.

As a Senior Consultant, Ben has worked on dozens of projects across 17 states to help organization improve operations and become more effective through performance evaluations, process improvement, and strategic planning. He has worked on organizational assessments for a broad range of departments including public works, utilities, parks, public safety, human resources, and development review. He has analyzed staffing levels and organizational structure, created process maps, and developed actionable recommendations for improvement. Ben has also leveraged his experience to explore unique challenges for local governments. He has experience using qualitative methods, such as interviews and focus groups, and quantitative survey analysis.

Ben began his career in the Portland, Oregon region, where he served the Cities of Beaverton, West Linn, and Gresham, as well as Metro, the regional government for the Portland area. In those roles, he focused on community engagement, outreach, and communications initiatives. Ben expanded his experience in the Budget, Management, and Evaluation Department in Guilford County, North Carolina, where he analyzed government services such as jail operations and education funding. He also managed the County's social media and internal employee newsletter.

In addition to his work for local governments, Ben is a founding member of Engaging Local Government Leaders (ELGL). Since 2013, ELGL has grown from a few hundred members in Oregon to over 4,800 across the nation. He produces and co-hosts ELGL's GovLove Podcast, which discusses topics ranging from innovation and performance to equity and workforce development. Ben earned a master's degree in public administration from Portland State University and a bachelor's in politics and economics from Willamette University.



Specialties

- Budgeting and financial analysis
- Organizational assessment
- Strategic planning
- Innovation
- Staffing analysis

Professional History

- Raftelis: Senior Consultant (2022-present) Consultant (2020-2021); Consultant, The Novak Consulting Group: (2019-2020)
- City of Durham, North Carolina: Senior Budget and Management Analyst (2016-2019)
- Guilford County, North Carolina: Budget and Management Analyst (2014-2016)
- City of Gresham, Oregon: Intern (2014)
- Oregon Metro: Intern (2014)
- City of West Linn, Oregon: Intern (2013-2014)
- City of Beaverton, Oregon: Intern (2012-2013)

Education

- Master of Public Administration - Portland State University (2014)
- Bachelor of Arts in Politics and Economics - Willamette University (2012)

Professional Memberships

- Engaging Local Government Leaders (ELGL)
- North Carolina Local Government Budget Association (NCLGBA)
- Strong Towns

Years of Experience: 10 years

Claire Pritchard

STAFF CONSULTANT

Consultant

ROLE

Claire will work at the direction of Rebekka in conducting analyses and preparing deliverables for the project.

PROFILE

Claire began her consulting career following five years of service with Dakota County, Minnesota, where most recently she held the position of assistant to the county manager. While with Dakota County, Claire coordinated the County's legislative agenda, assisted in the development of the annual budget, and conducted financial impact analyses and process improvement efforts for a variety of County functions. Claire also coordinated the County's transition to a new form of government in 2013.

As a consultant, Claire has worked on organizational and staffing analyses for communities around the country, such as the Town of Nantucket, Massachusetts, the City of Allentown, Pennsylvania, and the City of Bloomington, Indiana, as well as several utilities, including Fairfax Water, Virginia, Pinellas County Utilities, Florida, and the San Diego Public Utilities Department, California. Claire has assisted in developing financial models to analyze revenue and expenditure trends, as well as conducted detailed staffing and workload analysis to determine optimal organizational structures. She has developed and analyzed an array of employee and community-based surveys. Claire has conducted several best practice and benchmarking research projects and has assisted in the creation of strategic planning and implementation deliverables.

As a student at the University of Chicago, Claire served as a policy intern with the National Association of Regional Councils, where she developed an educational program on the work of regional councils. She was also the associate editor for international development for the Chicago Policy Review.

Claire earned a bachelor's degree in political science from the University of Chicago and a master's degree in public policy from the University of Chicago Harris School of Public Policy. She is a member of the International City/County Management Association and is a former ICMA Local Government Management Fellow.



Specialties

- Organizational assessment
- Staffing analysis
- Survey and data analysis
- Best practice and benchmarking research

Professional History

- Raftelis: Consultant (2021-present); Associate Consultant (2020-2021); Associate Consultant, The Novak Consulting Group (2018-2020)
- Dakota County, Minnesota: Assistant to the County Manager (2013-2017)
- National Association of Regional Councils: Policy Intern (2012)
- Congressional Research Service (2010-2011)

Education

- Master of Public Policy - University of Chicago (2013)
- Bachelor of Arts in Political Science - University of Chicago (2009)

Professional Memberships

- International City/County Management Association (ICMA)
- Engaging Local Government Leaders (ELGL)
- International Facility Management Association (IMFA)

Years of Experience: 12 years

Colin Stifler

STAFF CONSULTANT

Consultant

ROLE

Colin will work at the direction of Rebekka in conducting analyses and preparing deliverables for the project.

PROFILE

Colin brings diverse experiences in local government and management consulting to his projects and client relationships. He has participated in numerous organizational assessments and strategic planning initiatives for municipalities, counties, and public utilities across the United States. These engagements have involved individual department assessments and process improvement analyses, as well as organization-wide reviews spanning multiple departments. Colin is familiar with processing large datasets and assisted Lower Paxton Township, Pennsylvania, with developing a financial model to forecast future revenues and expenditures. He also leverages his experience to explore unique challenges facing clients, such as helping the City of Wilmington, North Carolina, assess the feasibility of automating its solid waste collections.

Colin began his consulting career following six years of education, non-profit, and local government experience. Most recently, he worked for Wake County, North Carolina's Community Services Department, where he analyzed and helped implement policies spanning five County divisions and over 700 employees. Notable projects included creating an operational framework for an innovative environmental education facility, as well as identifying performance measures and supporting metrics for the County's library book selectors.

Prior to Wake County, Colin worked with the North Carolina Department of Environmental Quality, where he specialized in local government solid waste and recycling issues. After helping dozens of counties and municipalities navigate contract disputes, Colin created an ideal contract template for local governments to use when outsourcing the collection and processing of recyclable materials. In his role with Fidelity Charitable, he coordinated multimillion dollar donations for prominent philanthropists. He began his career as an English teacher in South Korea and China.

Colin earned a bachelor's degree in philosophy from Miami University (Ohio) and a master's degree in public administration from the University of North Carolina at Chapel Hill.



Specialties

- Organizational assessment
- Survey and data analysis
- Best practice and benchmarking research
- Program design and implementation
- Contracting and oversight

Professional History

- Raftelis: Consultant (2021-present);
- Wake County, North Carolina: Assistant to the Community Services Director (2021)
- North Carolina Dept. of Environmental Quality: Research Analyst (2020-2021)
- Fidelity Charitable: Senior Specialist (2017-2019)
- Gannan Normal University (China): Adjunct Professor (2015-2016)
- South Korean Ministry of Education: English Program Coordinator (2014-2015)

Education

- Master of Public Administration - University of North Carolina (2021)
- Bachelor of Arts in Philosophy - Miami University (2014)

Professional Memberships

- Engaging Local Government Leaders (ELGL)

Years of Experience: 8 years

Detailed Work Plan

The City of San Diego Development Services Department (DSD) is seeking a professional consultant to complete a Department-wide operational effectiveness and organizational cultural assessment and to help Department management implement recommendations. The goal of this engagement is to identify efficiencies and proposed changes that will help ensure DSD provides customers with excellent service and employees with an excellent work environment.

Our team has extensive experience working with local government clients, including many in California and surrounding states. Our focus is on providing solutions that work within the available resources and culture of the organizations we assist. The most innovative solutions in the world are valueless if they cannot be implemented or will not be accepted by the community. We pride ourselves on our ability to listen, analyze, and work with our clients to find not just a random selection of best practices taken from a manual, but real solutions that can be implemented effectively. We are pleased that our prior engagements have resulted in corresponding actions by our clients to implement the recommendations that we have jointly developed.

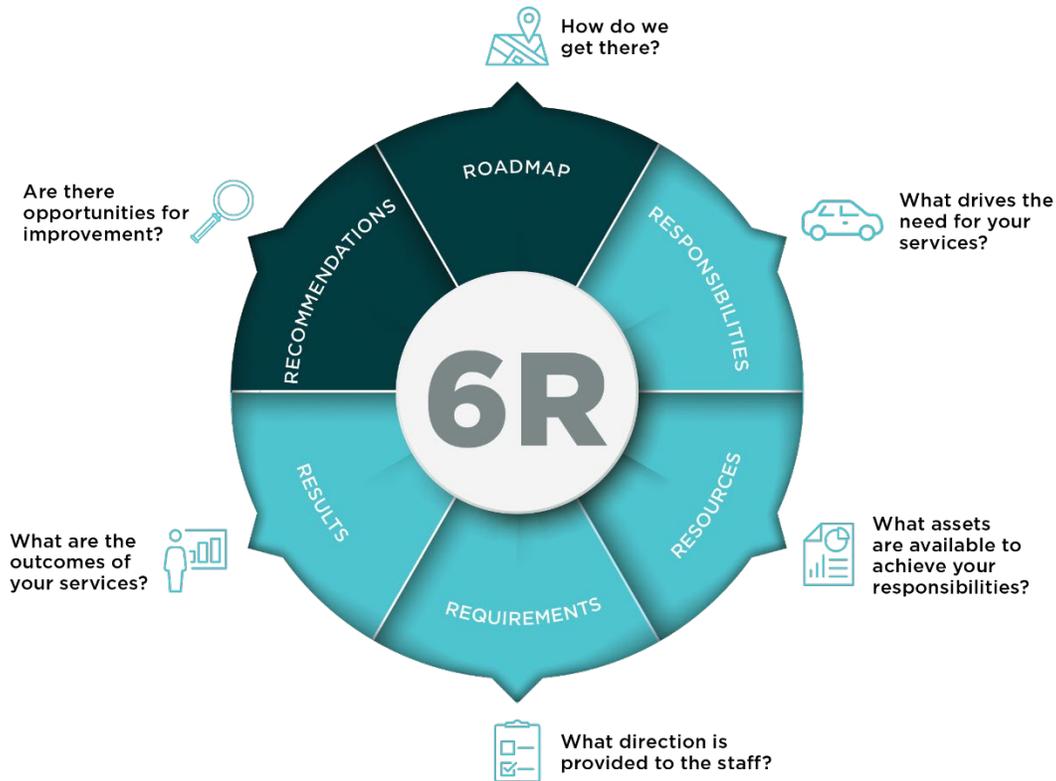
One of our strengths is the ability to build on existing capabilities and resources and to help organizations see things from a different perspective. We do this by listening to our clients and really understanding what they have to say. We do not operate with a pre-packaged set of recommendations, and we diligently work to avoid trying to fit our clients into a standard mold.

We recognize that there will always be competing interests between the levels of service and their costs. Defining “good enough” is a significant challenge that is aided by knowing that the work is both necessary and delivered as efficiently as possible. As resources diminish, we often find that organizations become increasingly reactive at a significant cost both to current and future operations. Maintaining planned, proactive approaches consistently generates a better, more cost-effective result, particularly when evaluated over time.

Every organization develops traditions, practices, and routines. To a certain extent, these provide stability and consistency. It is essential that these are subject to regular review and analysis to ensure that they continue to represent best practices that meet the needs of the community. Our staff has substantial experience in developing performance measurement systems so that communities and departments can track progress over time. We have helped our clients create benchmarks that establish a baseline for performance and objectives for the future.

We are excited about the opportunity to assist DSD to proactively plan and prepare for the future. We understand the importance of respecting the staff who are in place to serve the public. We assume good intent and will work with the City to collaboratively develop recommendations for improvement. Without this, implementation of recommendations and lasting improvements are not typically successful. We believe this intentional approach, coupled with our extensive expertise in all facets of public operations, makes us uniquely qualified to assist the City on this project within the timeframe requested.

To complete this work, our team will apply a project approach, focusing on these specific objectives using our “Six R” approach. This involves soliciting and collecting information on City **Responsibilities, Resources, Requirements, and Results** in order to identify possible organizational and operational **Revisions** with an associated **Roadmap** to implement positive change. This approach is depicted in the following graphic.



Responsibilities – What drives the need for your services? It might be the organization’s vision or mission, Federal, State, or local ordinance, or community service standards or expectations. We review these drivers to better understand service level constraints and opportunities for change.

Resources – What assets are available to achieve your responsibilities? These may include time, human resources, staffing, management capacity, financial position, contractual services, technology, and equipment and facilities. We assess the adequacy of these resources based on the service level expectations.

Requirements – What direction is provided to staff? The method by which staff approach service delivery is often guided by laws, codes, policies and procedures, or informal mechanisms like past practices or on-the-job training. These sources provided staff with direction on how they approach tasks and complete their work. We review these business processes to determine opportunities for improvement.

Results – What are the outcomes of your services? Our approach connects your responsibilities, resources, and requirements with the outcomes expected of your services. We assess measures of efficiency and effectiveness to assist in data-driven decision-making.

Recommendations – Are there opportunities for improvement? Based on our qualitative and quantitative analysis of your programs and services, we develop recommendations for improving organizational performance. These changes can range from high-level considerations (i.e., should we be in this business) to strategic issues (i.e., should we consider alternative service sources) to tactical issues (i.e., how can we improve the productivity, efficiency, and effectiveness of the activity or service).

Roadmap – How do we get there? We develop a plan that will guide the organization through the implementation of the recommendations for improvement. The Roadmap offers the recommended priority order of implementation, suggestions for phasing, and key milestones for success. The Roadmap also serves as a valuable tool for the organization as well as the community to promote accountability and communicate progress toward implementation.

THE FOLLOWING DETAILS THE PROPOSED WORK PLAN DEVELOPED FOR THE CITY.

Task 1: Communications and Relationships

We will begin this engagement by meeting with the City's project team to review the details and expectations of this effort and to finalize the project schedule, including all three tasks. We will also discuss the City's interest in this study, the strengths and weaknesses of the current DSD processes and operations, local customer dynamics, and other issues that may be relevant to our work. We will identify any key stakeholders outside of the Department who should be included in this assessment, including (but not limited to) consultants, design professionals, permit expeditors, and other representative organizations. Once clearly defined, we will summarize Task 1 objectives in writing for review and approval by the City's project team.

Throughout the project, we will provide the City with regular project status reports designed to maintain planned project progress and budget, identify and resolve project issues, and review project work products. In addition to formal status reporting, we anticipate numerous informal opportunities for the City to discuss various project and operating issues with our project manager and team leaders. We welcome the opportunity to have this informal dialogue since we believe it will contribute to a more successful project.

We will provide a formal request for all relevant background information, such as DSD budgets, previous studies, departmental work plans, organizational charts, application and educational materials to customers, information on the most commonly used application types and most common application errors, turnaround time standards, project tracking methods, and other relevant documents. Our team will provide a shared drive into which City staff can easily upload documents electronically.

For Task 1, our team will assist the City in developing a communications strategy and materials related to DSD's role in enforcing regulations, clarifying expectations about professionalism and customer service standards, improving internal communication to provide up-to-date information to staff, preparing educational materials to aid customers, and providing resources and training to staff to assist them in the efficient performance of their duties and to help them to guide and educate customers. During our kick-off meeting, we will discuss the objectives of this task.

Next, we will hold confidential, individual interviews onsite (or remote if preferred) with the DSD Director and key staff, along with other key stakeholders, to discuss communications with customers and staff. We will review existing communication mechanisms already in place and identify those areas in need of improvement. In particular, we will discuss communication and training resources needed by staff to become more effective in assisting customers. We will also discuss education and outreach needed to customers to improve the quality of applications, eliminate common errors, understand DSD processes, and address customer service expectations.

Raftelis will develop an inventory of DSD communication and training needs for review with the City's project team. With the team, we will prioritize the necessary items and identify those to be undertaken as part of this project. Using this inventory, Raftelis will develop a communications strategy for the Department and prepare the necessary communication materials in compliance with City communications standards and protocols.

In addition, Raftelis will develop service training resources for DSD staff based on the prioritized inventory of needs. These resources will assist in addressing the priorities identified earlier, explain their important role in achieving DSD's mission "to ensure quality development by delivering consistent, transparent, and effective customer service to all stakeholders," set expectations of staff, and provide them with tools to guide customers to accomplish their goals while meeting local regulations and standards.

We will review our preliminary recommendations and deliverables with the project team. Any follow-up on issues or analysis will be conducted as needed. Once recommendations are finalized, we will prepare a summary on communications and relationships. The summary will include our methodology and approach and a description of all relevant recommendations. The draft summary will be provided to the City for review and discussion. Based upon feedback received, we will prepare the final summary, which will include an implementation plan to provide additional detail on recommendation steps, cost impacts, timelines, and person(s) accountable in order to support implementation efforts by the Department and City.

TASK 1 DELIVERABLES:

- Summary of Task 1 objectives
- Kick-off meeting agenda
- Data and document request with shared drive
- Inventory of communications and training needs
- Prioritized communications materials
- Draft and final communications and relationships summary and Implementation Plan
- Presentation of final summary
- Implementation assistance for up to two Implementation tasks

Task 2: Performance, Efficiency, and Process

In Task 2, our team will build upon what was learned in Task 1 to devise data-driven methods to collect, analyze, and address customer feedback and common challenges. We will hold a meeting with the City's project team to review the objectives of this Task and discuss specific concerns regarding current customer complaint and suggestion tracking systems, existing performance metrics and their use, turnaround time goals and tracking, process bottlenecks and glitches, prioritizing of specific project or permit types, and more. We will identify any key stakeholders outside of the Department who should be interviewed. Once clearly defined, we will summarize Task 2 objectives in writing for review and approval by the City's project team.

Next, we will hold confidential, individual interviews onsite (or remote if preferred) with key staff, along with other key stakeholders, to discuss the above issues as they relate to their work units. We will discuss the inter-relationship and hand-off of applications across DSD work units and across City departments, application and permit types to ensure a full inventory, turnaround time goals and performance, and other suggestions from staff for improving Department processes. In addition to formal interviews, we may conduct selected operational observations to understand how work is performed in your normal work environments. This will include walk-throughs in office settings and worksite visits. We will discuss the City's #DigitalDSD initiative, the plan and progress made to date, and future considerations. We will discuss staff's current use of Accela's modules and capabilities and plans to replace or upgrade the system.

Based upon the information provided, Raftelis will identify up to five internal application processes most in need of improvement. In meetings with appropriate DSD staff, we will map out these processes, step by step, including task and cycle times, and validate with the City's project team and/or the appropriate internal DSD staff.

Once processes have been fully mapped and validated, our team will identify the best means to improve each process and resolve identified issue areas. This might include compressing steps, rerouting steps, or eliminating steps, among other solutions. Raftelis will review the revised process maps with the City's project team or a cross-section of staff to gain consensus on the recommended new processes. Based upon this discussion, Raftelis will prepare final process maps with the revised process steps and prepare procedures to clearly and easily assist staff in understanding and utilizing the new processes.

As part of our analysis, we will evaluate Department operations as they compare to industry standards of performance. We have developed industry best practices in many areas of local government service. This information was developed from our previous work with professional associations and industry groups, as well as other sources. We will compare and contrast processes in the Department with the best practices of other successful organizations. We will identify best practices and determine where gaps may exist in the City's current delivery of services. We will develop recommendations for closing those gaps and improving efficiency, based on available resources. Additionally, recommendations for streamlining processes, reallocating personnel, and other appropriate recommendations will be prepared and reviewed with the City.

In addition, Raftelis will carefully review available project tracking resources including software, manual logs, dashboards, etc. We will assess data already being collected by each work unit and performance metrics already in place, including those in the City's annual budget. We will review the targets now in place and performance against them. Based upon our assessment, our team will recommend changes to create a performance management system linked with strategic goals for DSD so staff can focus on collection of truly relevant data, a roll-up of that data into key performance indicators and metrics, and alert system should applications and tasks be delayed. We will review best practices as relates to staff performance incentives in similar organizations.

At this point in the project, our project team will have conducted interviews, observations, and related data collection in order to identify potential issues. The project team will employ our Six R approach, as introduced previously. The approach guides our efforts through data development, issue identification, operational analysis, and creation of recommendations tailored to improve DSD operations. We will employ a variety of review and analysis techniques to develop and refine organizational and operational data in order to provide recommendations that will improve operational performance.

We will review and validate our preliminary recommendations and deliverables with the project team. Any follow-up on issues or analysis will be conducted as needed. Once recommendations are finalized, we will prepare a comprehensive draft report on performance, efficiency, and process. The report will include an executive summary, our methodology and approach, and a thorough description of all recommendations for the City. The draft report will be provided to the City for review and discussion. Based upon feedback received, we will prepare the final report. The final report will include the Roadmap, introduced previously, to provide additional detail on recommendation steps, cost impacts, timelines, and person(s) accountable in order to support implementation efforts by the Department and City.

TASK 2 DELIVERABLES:

- Summary of Task 2 objectives
- Inventory of process improvements
- Current and revised process maps for five processes
- Performance management system
- Preliminary observations and recommendations
- Draft and final performance, efficiency, and process report
- Presentation of final report

Task 3: Personnel

In Task 3, our team will build further upon the prior tasks to assess Department staffing levels and work culture and to prepare an improvement strategy for DSD. We will hold a meeting with the City's project team to review the objectives of this Task and discuss specific concerns regarding work volumes, turnaround times, past staffing additions and requests, hiring and onboarding processes, past customer or employee surveys and/or feedback mechanisms and results, culture and environment strengths and areas of concern, and more. We will identify any key stakeholders outside of the Department who should be interviewed. Once clearly defined, we will summarize Task 3 objectives in writing for review and approval by the City's project team.

Next, we will hold confidential, individual interviews onsite (or remote if preferred) with key staff to discuss the above issues as they relate to their work units. We will learn about their perceptions of staff workloads, tasks not being addressed or delayed, staffing requests and additions, issues impacting morale and retention, and more. We will discuss funding mechanisms for staff and how this impacts staffing decisions by the City.

To supplement the interviews, we will hold a series of 3-4 staff focus groups designed to solicit more in-depth feedback. We will encourage involvement from a broad cross-section of staff from throughout the Department. Our trained facilitators will use a variety of techniques to actively engage employees in the process. We will thoroughly prepare for each session with a detailed agenda, knowing that each focus group will be slightly different based upon the participants. Our facilitators are skilled and know how to "read the group" to determine the best techniques to solicit feedback from participants. Some will readily voice their ideas and others may need prompting or a written exercise. Regardless of the methods, our goal in any facilitated session is to create an environment that allows employees to feel comfortable sharing their honest feedback. Once completed, our team will summarize all feedback received across all focus groups to provide greater anonymity of participants.

We will also ask about the Department's recruitment, hiring, and onboarding processes to learn about how best to bring new staff up-to-speed on training as well as DSD cultural norms, mission, vision, and expectations. We will talk about any barriers that might exist in recruiting and attracting qualified candidates to the Department and key competitors for qualified candidates.

As in Task 2, our team will use industry best practices to compare and contrast management practices and workplace culture enhancement in the Department with the best practices of other successful organizations. We will identify best practices and determine where gaps may exist. We will develop recommendations for closing those gaps and improving recruitment, retention, and culture, based on available resources.

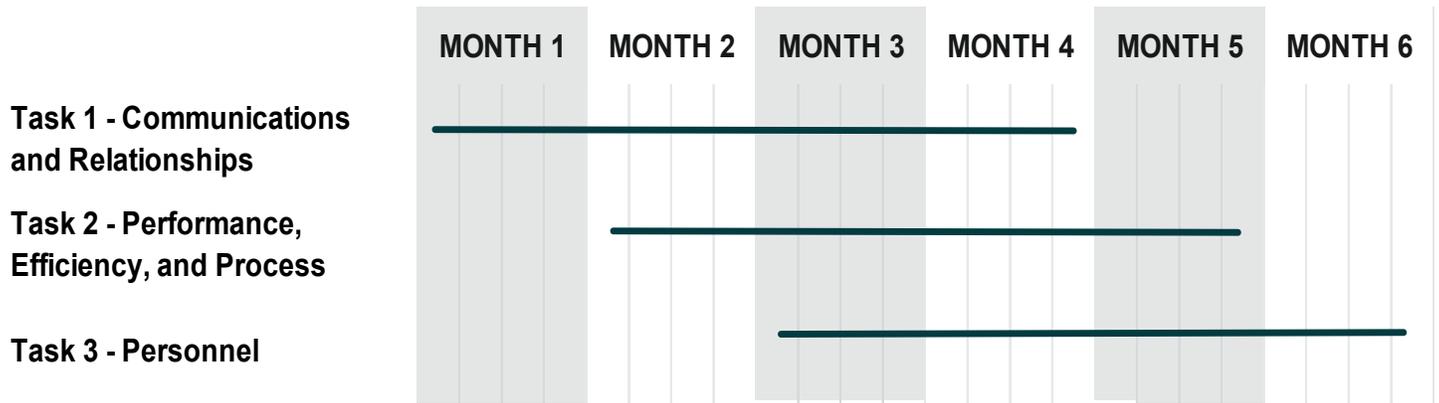
We will review and validate our preliminary recommendations and deliverables with the City's project team. Any follow-up on issues or analysis will be conducted as needed. Once recommendations are finalized, we will prepare a comprehensive draft report on performance, efficiency, and process. The report will include an executive summary, our methodology and approach, and a thorough description of all recommendations for the City. The draft report will be provided to the City for review and discussion. Based upon feedback received, we will prepare the final report. The final report will include an Implementation Plan, to provide additional detail on recommendation steps, cost impacts, timelines, and person(s) accountable in order to support implementation efforts by the Department and City.

TASK 3 DELIVERABLES:

- Summary of Task 3 objectives
- Summary and analysis of staff survey results
- Preliminary observations and recommendations
- Draft and final personnel report and implementation plan
- Presentation of final report

Tentative Project Schedule

A proposed project schedule is included. We expect to refine this with the City during Task 1.



TAB C:

Cost/Price Proposal



Cost/Price Proposal

Description	Total Cost
Operational and Organizational Effectiveness and Cultural Assessment for DSD	\$380,000

COST/PRICING BREAKDOWN

The total fixed fee for completion of all three tasks in the scope of work is \$380,000. This includes all professional fees and expenses. We have scoped this project as an all-inclusive, fixed price with a blended hourly average rate of \$275.

The City will be invoiced monthly as tasks are completed.

The following is a list of hourly rates and anticipated project hours and costs by task.

TASK 1: COMMUNICATIONS AND RELATIONSHIPS			
Classification	Hourly Rate	Anticipated Project Hours	Cost
Vice President/ Special Advisor	\$325	4	\$1,300
Manager	\$250	76	\$19,000
Senior Consultant	\$220	268	\$58,960
Consultant	\$195	96	\$18,720
<i>Expenses (travel, office, admin, etc.)</i>			\$22,020
	TOTAL	276	\$120,000

TASK 2: PERFORMANCE, EFFICIENCY, AND PROCESS			
Classification	Hourly Rate	Anticipated Project Hours	Cost
Vice President/ Special Advisor	\$325	20	\$6,500
Manager	\$250	236	\$59,000
Senior Consultant	\$220	240	\$52,800
Consultant	\$195	32	\$6,240
<i>Expenses (travel, office, admin, etc.)</i>			\$20,460
	TOTAL	380	\$145,000

TASK 3: PERSONNEL			
Classification	Hourly Rate	Anticipated Project Hours	Cost
Vice President/ Special Advisor	\$325	24	\$7,800
Manager	\$250	92	\$23,000
Senior Consultant	\$220	224	\$49,280
Consultant	\$195	80	\$15,600
<i>Expenses (travel, office, admin, etc.)</i>			\$19,320
	TOTAL	316	\$115,000