

## Request for Proposal (RFP) for 10090088-24-E, Branding and Marketing Consulting Services for Police Recruitment and Retention for SDPD

|  | 00 . 7  |
|--|---|
| Solicitation Number:                         | 10090088-24-E   |
| Solicitation Issue Date:                     | September 1, 2023   |
| Pre-Proposal Conference:                     | No Pre-Proposal Conference will be held.  |
| Questions and Comments Due:                  | September 13, 2023 @ 12:00 p.m.   |
| Proposal Due Date and Time ("Closing Date"): | September 29, 2023 @ 2:00 p.m.  |
| Contract Terms:                              | One (1) year from the Effective Date, with four (4), one (1) year options, as defined in Article I, Section 1.2 of the City's General Contract Terms and Provisions.                                      |
| City Contact:                                | William Eames Supervising PCO Wbeames@sandiego.gov Phone No, 619.236.6134   |
| Submissions:                                 | Proposer is required to provide one (1) original hard copy and one (1) electronic copy (e.g., thumb drive or CD), <b>or</b> an electronic proposal via PlanetBids, of their response as described herein. |
|  | The City may require Proposers to submit original hard copies prior to execution of the contract if the   |

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

PlanetBids electronic submission does not include an authorized electronic signature page (e.g.,

Adobe Sign, DocuSign).

## CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10090088-24-E, Branding and Marketing Strategy Consulting Service for Police Recruitment and Retention for the San Diego Police Department (SDPD)

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) # 10090088-24-E, Branding and Marketing Strategy Consulting Service for Police Recruitment and Retention for the San Diego Police Department (SDPD) (Contractor).

#### RECITALS

On or about 9/1/2023, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

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

City wishes to retain Contractor to provide consulting 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 San Diego Police 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:

Al Ambito, Lieutenant 1401 Broadway, San Diego, CA 92101 (619) 531-2143 Al Ambito @pd.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. City may, in its sole discretion, extend this Contract for four (4) additional one (1) year period(s). The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

RFP – Goods, Services, & Consultants Revised: November 8, 2016 OCA Document No. 841661 3 **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 estimated amount of \$200,000 per year and not to exceed \$870,300.00.

Contractor must immediately inform the City when the cumulative value of work done under this Agreement exceeds eighty percent (80%) of the total compensation authorized in this paragraph, or when it reasonably appears to Contractor that the cumulative value of work done under this Agreement may exceed the total compensation authorized in this paragraph within forty-five (45) days. The City is not required to pay more than the maximum amount authorized.

# 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 1<sup>st</sup> document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:
  - 1<sup>st</sup> Any properly executed written amendment to the Contract

2<sup>nd</sup> The Contract

RFP – Goods, Services, & Consultants Revised: November 8, 2016 OCA Document No. 841661 3

- 3<sup>rd</sup> 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.
- **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.

[The remainder of this page has been left intentionally blank.]

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers. CITY OF SAN DIEGO A Municipal Corporation CONTRACTOR Sensis, Inc. Proposer 1651 South Central Avenue, Suite A.
Street Address Print Name: Claudia C. Abarca Director, Purchasing & Contracting Department Glendale, CA City February 16, 2024 213-341-0171 Telephone No. Date Signed Approved as to form this Approved as to form this MARA W. ELLIOTT, City Attorney BY: Signature of Proposer's Authorized Representative Deputy City Attorney Jose R. Villa Print Name

RFP – Goods, Services, & Consultants Revised: November 8, 2016 OCA Document No. 841661\_3

President Title

09/28/2023 Date

> Addendum A September 19, 2023

## EXHIBIT A PROPOSAL SUBMISSION AND REQUIREMENTS

#### A. PROPOSAL SUBMISSION

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

#### 1.1 Reserved.

- **1.2 Paper Proposals.** The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.
- **1.3 Proposal Due Date.** Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.
- **1.4 Pre-Proposal Conference.** Pre-proposal conference information is noted on the eBidding System.
- **1.4.1** <u>Proposers are required to attend the pre-proposal conference.</u> <u>Proposer's failure to attend will result in disqualification.</u>
- 1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.
- **1.6 Contact with City Staff.** Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.
- **2. Proposal Format and Organization.** Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

## Tab A - Submission of Information and Forms.

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

- **2.2** Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.
  - **2.3** The Contractor Standards Pledge of Compliance Form.
- **2.4** Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.
  - **2.5** Reserved.
  - 2.6 Reserved.
  - **2.7** Reserved.
  - **2.8** Additional Information as required in Exhibit B.
  - 2.9 Reserved.
  - Tab B Executive Summary and Responses to Specifications.
    - **2.10** A title page.
    - **2.11** A table of contents.
- **2.12** An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.
  - **2.13** Proposer's response to the RFP.
- **Tab C Cost/Price Proposal (if applicable).** Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.
- **3. Proposal Review.** Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.
- **4. Addenda.** The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.
- **5. Quantities.** The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the

demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

## 6. 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

RFP – Goods, Services, & Consultants Revised: November 8, 2016 OCA Document No. 841661 3 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 – <u>(contract price – lowest price)</u>) x maximum points = points received lowest price

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

- **2. Taxes and Fees.** Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.
- **3. Escalation.** An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.
- **4. Unit Price.** Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

#### C. EVALUATION OF PROPOSALS

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

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

## 3. Evaluation Process.

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

#### 3.2 Reserved.

- 3.3 Mandatory Interview/Oral Presentation. The City will require proposers to interview and/or make an oral presentation if one or more proposals score within five (5) points or less of the proposal with the highest score. Only the proposer with the highest scoring proposal and those proposers scoring within five (5) points or less of the highest scoring proposal will be asked to interview and/or make an oral presentation. Interviews and/or oral presentations will be made to the Evaluation Committee in order to clarify the proposals and to answer any questions. The interviews and/or oral presentations will be scored as part of the selection process. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by telephone and/or in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.
- **3.4 Discussions/Negotiations**. The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal, or award the contract without further negotiation.
- **3.5 Inspection.** The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer's physical assets and financial capability. Proposer, by signing the proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform this Contract.

[Remainder of page intentionally left blank]

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

MAXIMIM

|   | MAXIMUM<br>EVALUATION<br>POINTS |
|---|---------------------------------|
| <ul> <li>A. Responsiveness to the RFP.</li> <li>1. Requested information included and thoroughness of response</li> <li>2. Understanding of the project and ability to deliver as exhibited in the Executive Summary.</li> <li>3. Technical Aspects</li> </ul>  | 20                              |
| <ul> <li>B. Staffing Plan.</li> <li>1. Qualifications of personnel adequate for requirement</li> <li>2. Availability/Geographical location of personnel for required tasks</li> <li>3. Clearly defined Roles/Responsibilities of personnel</li> <li>4. List and resumes of key staff dedicated to this project through completion</li> </ul>  | 15                              |
| <ul> <li>C. Firm's Capability to provide the services and expertise and Past Performance.</li> <li>1. Strategy for SDPD's marketing and branding campaign</li> <li>2. Strategies for recruitment</li> <li>3. Strategies for retention</li> <li>4. Clear description of types of services to be provided</li> <li>5. Samples of similar work completed for similar agencies</li> <li>6. Identification of method by which progress reports and performance measurements will be provided to the City</li> <li>7. Favorable references from at least 3 agencies that are not affiliated with the City.</li> </ul> | 40                              |
| D. Price.   | 10                              |
| <ul> <li>E. Mandatory Interview/Oral Presentation (pursuant to Section 3.3 above) at no cost to the City.</li> <li>1. Ability to convey message delivery plan within allotted time</li> <li>2. Slogan/Tagline presented in just one design medium</li> </ul>  | 15                              |
| 3. Thoroughness and Clarity of Presentation   |                                 |
| SUB TOTAL MAXIMUM EVALUATION POINTS:  | 100                             |
| F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*  | 12                              |
| FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:  | 112                             |

<sup>\*</sup>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.

RFP – Goods, Services, & Consultants Revised: November 8, 2016 OCA Document No. 841661\_3

## D. ANNOUNCEMENT OF AWARD

- **1. Award of Contract**. The City will inform all proposers of its intent to award a Contract in writing.
- 2. Obtaining Proposal Results. No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.
- **3. Multiple Awards.** City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.
- **E. PROTESTS.** The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.
- **F. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED.** The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:
- 1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.
- 2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each 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.

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

## EXHIBIT B SCOPE OF WORK

#### A. SPECIFICATIONS

The City of the San Diego is the eighth largest City in the nation. The San Diego Police Department's (SDPD or Department) successful recruitment of talented Police recruits is a top priority for the Department. With four (4) academies a year, the recruitment of (up to) 50 highly qualified Police recruits per class ensures that the welfare and safety of the community at large is constantly improving and that the Department is a true representation of the community.

SDPD prides itself in being a diverse organization with a police force that represents the communities it serves. It is an environment rich in opportunity for a long, successful career in law enforcement for police recruits who successfully complete the academy.

With the average age of the Police recruit being 27 years old and approximately 65% of these individuals have earned a college degree, new and effective ways to reach that demographic is key.

The City seeks a Contractor to develop a branding and marketing, recruitment and retention strategies for the implementation of a recruitment and retention campaign exclusively for the SDPD. The Contractor will work closely with SDPD to create the branding and consistent messaging that can be utilized across all marketing media and communication delivery methods to reach a core target demographic.

In addition to a marketing and branding and recruitment strategies, SDPD is seeking retention strategies. In the Fiscal Year of 2022, SDPD had 241 sworn personnel depart the agency. This is an average of 20 per month and higher than the rate of hire for new recruits.

The City will hold a mandatory **Pre-Proposal Conference** as part of the pre-proposal phase of this project. The Pre-Proposal Conference is meant to provide all proposers with information on the mission, goals, and culture of the SDPD. Information provided at this Pre-Proposal Conference should be used to help develop a marketing and branding strategy that best reflects the mission, goals, and culture of the SDPD.

The Contractor will be responsible for producing a project timeline broken into two (2) phases with deliverables for the completion of key deliverables for the initial year of the Contract. Project Deliverables for updated branding and marketing, in additional to deliverables, are requested in years one through five. Updated recruitment and retention strategies are requested in years three and five. Contractor shall provide a project timeline with milestones for each optional one-year term of the Contract. The timeline will be mutually agreed upon by both parties prior to execution of the Contract.

The City, in its sole discretion, may modify the marketing and branding strategy, as set forth in this scope of work, and in the proposals received, if the modifications expedite the timeline for key deliverables or are in the best interest of the SDPD and still meets the Department's goals.

All deliverable material will be owned by the Department.

Initial Year-One: Phase 1 and 2 of Projects and Deliverables:

## Phase One (1) Deliverables:

Milestones: Development of a schedule, timeline, and strategic plan and approach to accomplish SDPD recruitment and retention strategy and goals over a mutually agreed upon timeframe. Include surveys and

RFP – Goods, Services, & Consultants Revised: November 8, 2016 OCA Document No. 841661 3 review of responses. Surveys developed by Contractor shall be approved by the Contract Administrator, or designee, prior to dispersal. Contractor will interpret survey results and provide results in report style to the Department.

## Phase Two (2) Deliverables:

All deliverables are subject to final review and approval by SDPD and submissions may be modified, or revisions may be required as determined by the department.

The key completed deliverables for this phase will be **implementation** of:

- o Recruitment strategies for the department.
- o Retention strategies for the department.
- o Branding and Marketing strategy to include:
  - A Slogan or Tagline which is specific to and captures the mission and goals of the SDPD.
  - A print strategy
    - A new suite of print materials which will be used at various outreach and recruitment events and fairs (including booth banner).
    - Print material with ability to post on billboards.
  - A Social Media strategy to include
    - film, produced and edited videos
    - · option to make social media videos longer in length
    - list platforms where social media posts will be posted
    - provide reporting of end-user analytics, such as social media hits and time spent viewing posts
    - Option for Contractor to coordinate with the Department on length and quantity of videos
  - Radio script and production.
  - A Digital Design Concept for the recruitment and training website that is consistent with campaign but true to City's branding and style guide cheat sheet, which has been provided (Exhibit D).

## Optional Years: Two through Five (Projects and Deliverables):

Development of schedule, timeline, and execution of deliverables for each optional one-year term of the Contract.

The key completed projects and deliverables for each optional one-year will be **implementation** of:

- o Recruitment strategies for the department.
- o Retention strategies for the department.
- o Branding and Marketing strategy to include:
  - A Slogan or Tagline which is specific to and captures the mission and goals of the SDPD.
  - A print strategy
    - A new suite of print materials which will be used at various outreach and recruitment events and fairs (including booth banner).
    - Print material with ability to post on billboards.
  - A Social Media strategy to include
    - film, produced and edited videos
    - · option to make social media videos longer in length
    - · list platforms where social media posts will be posted
    - provide reporting of end-user analytics, such as social media hits and time spent viewing posts
    - Option for Contractor to coordinate with the Department on length and quantity of videos
  - Radio script and production.
  - A Digital Design Concept for the recruitment and training website that is consistent with

campaign but true to City's branding and style guide cheat sheet.

## Optional Years: Three and Five (Project Deliverables):

- o Updated recruitment strategies for the department.
- o Updated retention strategies for the department.
- Updated Digital Design Concept for the recruitment and training website that is consistent with campaign but true to City's branding and style guide cheat sheet, which has been provided (Exhibit D) to be implemented at the discretion of the SDPD

All deliverables are subject to final review and approval by SDPD and submissions may be modified, or revisions may be required as determined by the department.

- **B. PROPOSAL REQUIREMENTS.** The prospective Contractor's proposal shall contain the following information to be considered responsive. Proposals lacking in any of the following five (5) areas will be deemed non-responsive and not evaluated.
- 1. Sample of similar work completed for similar agencies. Not more than five samples of work done by the individual(s) who would be assigned to complete the work under this Contract.
- 2. Full description of types of services to be provided and a budget for these services on a milestone basis.
- 3. Identification of method by which progress reports and performance measurements will be provided to the City.
- 4. Proposed strategy for the SDPD's Marketing and Branding Campaign for to include branding and marketing, recruitment and retention strategies for years and phases for project and deliverable milestones listed above.

Presentations and Group Interviews will be held as the final scored component of this RFP process. The prospective Proposer will showcase <u>only 1 design medium (print, digital, radio, or television) coupled with a tagline or slogan</u> during their 30-minute presentation.

- **C. GUARANTEE OF FAITH.** The Contractor guarantees to the City that it shall perform all its duties as described herein this Contract.
- **D. DEPARTMENT REPRESENTATIVE.** The Department Contract Administrator, or designee, for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

## E. COMPENSATION.

The City will compensate the Contractor based upon the completion of milestone, projects, and deliverables in arrears for work performed. Payment will be subject to approval of projects and deliverables by SDPD.

#### F. CITY'S RESPONSIBILITIES

The City will provide access to the Contractor to all subject matter experts and relevant department/division information that is required to effectively develop and execute all key deliverables. The City will communicate any major operational changes or impacts to the Contractor if it will impact the completion of key deliverables.



## **COST PROPOSAL**

## YEAR 1 PRICING

| IEARII       | Itionito  |  | 1       |                 |                                   |
|--------------|-----------|--|---------|-----------------|-----------------------------------|
| Line<br>Item | U/M       | Description  | Est Qty | Unit<br>Cost/TS | U/M * Unit<br>Cost<br>= Extension |
| 1            | Milestone | Phase 1. Development of schedule, timeline and strategic plan                  | 1       | \$15,000.00     | \$15,000.00                       |
| 2            | Milestone | Phase 1, Develop branding and marketing, recruitment, and retention strategies | 1       | \$5,000.00      | \$5,000.00                        |
| 3            | Milestone | Phase 2. Implementation of recruitment strategy                                | 1       | \$30,000.00     | \$30,000.00                       |
| 4            | Milestone | Phase 2. Implementation of retention strategy                                  | 1       | \$10,000.00     | \$10,000.00                       |
| 5            | Milestone | Phase 2. Implementation of slogan or tagline and social media content          | 1       | \$38,000.00     | \$38,000.00                       |
| 6            | Lot       | Print Materials  | 1       | \$14,000.00     | \$14,000.00                       |
| 7            | EA        | Create new video content   | 6       | \$5,000.00      | \$30,000.00                       |
| 8            | EA        | Radio script and production  | 1       | \$14,000.00     | \$14,000.00                       |
| 9            | EA        | Digital Design for website   | 1       | \$18,000.00     | \$18,000.00                       |
|              |           | Total pricing for Year 1   |         | Total           | \$174,000.00                      |

## **OPTION YEAR 2 PRICING**

| Line<br>Item | U/M       | Description  | Est Qty | Unit<br>Cost/TS | U/M * Unit<br>Cost<br>= Extension |
|--------------|-----------|--|---------|-----------------|-----------------------------------|
| 1.           | Milestone | Development of schedule and timeline                         | 1       | \$4,000.00      | \$4,000.00                        |
| 2            | Milestone | Implementation of recruitment strategy                       | 1       | \$75,000.00     | \$75,000.00                       |
| 3            | Milestone | Implementation of retention strategy                         | 1       | \$10,000.00     | \$10,000.00                       |
| 4            | Milestone | Implementation of slogan or tagline and social media content | 1       | \$30,000.00     | \$30,000.00                       |
| 5            | Lot       | Print Materials  | 1       | \$14,000.00     | \$14,000.00                       |
| 6            | EA        | Create new video content                                     | 6       | \$5,200.00      | \$31,200.00                       |
| 7            | EA        | Radio script and production, <b>optional as needed</b>       | 1       | \$5,000.00      | \$5,000.00                        |
|              |           | Total pricing for Year 2                                     |         | Total           | \$169,200.00                      |

## **OPTION YEAR 3 PRICING**



# SENSIS

|    |           |  |   |             | = Extension  |
|----|-----------|--|---|-------------|--------------|
| 1. | Milestone | Development of schedule and timeline                           | 1 | \$4,000.00  | \$4,000.00   |
| 2  | Milestone | <b>Update</b> and implementation of recruitment strategy       | 1 | \$50,000.00 | \$50,000.00  |
| 3  | Milestone | <b>Update</b> and implementation of retention strategy         | 1 | \$12,000.00 | \$12,000.00  |
| 4  | Milestone | Implementation of slogan or tagline and social media content   | 1 | \$30,000.00 | \$30,000.00  |
| 5  | Lot       | Print Materials  | 1 | \$12,000.00 | \$12,000.00  |
| 6  | EA        | Create new video content                                       | 6 | \$5,400.00  | \$32,400.00  |
| 7  | EA        | Radio script and production, optional                          | 1 | \$4,000.00  | \$4,000.00   |
| 8  | EA        | <b>Update</b> and implementation of Digital Design for website | 1 | \$40,000    | \$40,000.00  |
|    |           | Total pricing for Year 3                                       |   | Total       | \$184,400.00 |

## **OPTION YEAR 4 PRICING**

| Line<br>Item | U/M       | Description  | Est Qty | Unit<br>Cost/TS | U/M * Unit<br>Cost<br>= Extension |
|--------------|-----------|--|---------|-----------------|-----------------------------------|
| 1.           | Milestone | Development of schedule and timeline                         | 1       | \$4,000.00      | \$4,000.00                        |
| 2            | Milestone | Implementation of recruitment strategy                       | 1       | \$75,000.00     | \$75,000.00                       |
| 3            | Milestone | Implementation of retention strategy                         | 1       | \$10,000.00     | \$10,000.00                       |
| 4            | Milestone | Implementation of slogan or tagline and social media content | 1       | \$30,000.00     | \$30,000.00                       |
| 5            | Lot       | Print Materials  | 1       | \$14,000.00     | \$14,000.00                       |
| 6            | EA        | Create new video content                                     | 6       | \$5,500.00      | \$33,000.00                       |
|              |           | Total pricing for Year 4                                     |         | Total           | \$166,000.00                      |

## **OPTION YEAR 5 PRICING**

| Line<br>Item | U/M       | Description  | Est Qty | Unit<br>Cost/TS | U/M * Unit<br>Cost<br>= Extension |
|--------------|-----------|--|---------|-----------------|-----------------------------------|
| 1.           | Milestone | Development of schedule and timeline                         | 1       | \$4,000.00      | \$4,000.00                        |
| 2            | Milestone | <b>Update</b> and implementation of recruitment strategy     | 1       | \$50,000.00     | \$50,000.00                       |
| 3            | Milestone | <b>Update</b> and implementation of retention strategy       | 1       | \$12,000.00     | \$12,000.00                       |
| 4            | Milestone | Implementation of slogan or tagline and social media content | 1       | \$30,000.00     | \$30,000.00                       |



# SENSIS

| 5 | Lot | Print Materials  | 1 | \$12,000.00 | \$12,000.00  |
|---|-----|--|---|-------------|--------------|
| 6 | EA  | Create new video content                                       | 6 | \$5,600     | \$33,600.00  |
| 7 | EA  | Radio script and production, <b>optional as needed</b>         | 1 | \$5,100     | \$5,100.00   |
| 8 | EA  | <b>Update</b> and implementation of Digital Design for website | 1 | \$30,000    | \$30,000.00  |
|   |     | Total pricing for Year 5                                       |   | Total       | \$176,700.00 |

| TOTAL COST (Years 1 -5): | \$870,300.00 |
|--------------------------|--------------|
|                          |              |

## **EXHIBIT C**



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

## ARTICLE I SCOPE AND TERM OF CONTRACT

- 1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.
- **1.2 Effective Date.** A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.
- 1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

## ARTICLE II CONTRACT ADMINISTRATOR

- **2.1** Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.
- **2.1.1 Contractor Performance Evaluations.** The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.
- **2.2 Notices.** Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

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

# ARTICLE III COMPENSATION

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

## 3.2 Invoices.

- **3.2.1 Invoice Detail.** Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.
- **3.2.2** Service Contracts. Contractor must submit invoices for services to City by the 10<sup>th</sup> of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.
- **3.2.3** Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.
- **3.2.4 Parts Contracts.** Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.
- **3.2.5** Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.
- **3.2.6 Reporting Requirements.** Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.
- **3.2.6.1 Monthly Employment Utilization Reports**. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5<sup>th</sup>) day of the subsequent month.

- **3.2.6.2 Monthly Invoicing and Payments**. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5<sup>th</sup>) day of the subsequent month.
- **3.3** Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.
- 3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

## ARTICLE IV SUSPENSION AND TERMINATION

- 4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.
- 4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

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

- 4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.
- **4.3.1** If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.
- **4.3.2** If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.
- **4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors.** If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.
- 4.5 Contractor's Right to Payment Following Contract Termination.
- **4.5.1 Termination for Convenience.** If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.
- **4.5.2 Termination for Default.** If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

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

## ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

- **5.1 Inspection and Acceptance.** The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.
- **5.2** Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.
- **5.3 Responsibility for Damages.** Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.
- **5.4 Delivery.** Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.
- **5.5 Delay.** Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.
- 5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

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

General Contract Terms and Provisions Revised: January 16, 2020 OCA Document No. 1685454\_2 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 subcontractor(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.



#### 1.10 CONTRACTOR STANDARDS PLEDGE OF COMPLIANCE FORM

## 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.

10090088-24-E, Branding and Marketing Consulting

#### A. BID/PROPOSAL/SOLICITATION TITLE:

Contact Person, Title

|    | Services for Police Recruitmen | t and Retention for Si | טפט      |       |  |
|----|--------------------------------|------------------------|----------|-------|--|
| В. | BIDDER/PROPOSER INFORMATION:   |                        |          |       |  |
|    | Sensis, Inc.                   |                        |          |       |  |
|    | Legal Name                     |                        | DBA      |       |  |
|    | 1651 South Central Avenue, St  | uite A Glendale        | CA       | 91204 |  |
|    | Street Address                 | City                   | State    | Zip   |  |
|    | Jose R. Villa, President       | (213) 341-0171         | x708 N/a |       |  |

Phone

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 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.

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

Page 1 of 12

<sup>\*</sup> The precise nature of the interest includes:



#### SENSIS

- \*\* 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.

| Jose R. Villa   | President                                     |  |
|---|---|--|
| Name  | Title/Position                                |  |
| California  | Feedow (# ##eest the Bidde(Beess)             |  |
| City and State of Residence<br>100% ownership of Sensis, Inc. | Employer (if different than Bidder/Proposer)  |  |
| Interest in the transaction                                   |   |  |
| interest in the defination                                    |   |  |
|   |   |  |
| Name  | Title/Position                                |  |
|   |   |  |
| City and State of Residence                                   | Employer (if different than Bidder/Proposer)  |  |
| Interest in the transaction                                   |   |  |
| Interest in the transaction                                   |   |  |
|   |   |  |
| Name  | Title/Position                                |  |
| Hallie  | Tiger ositon                                  |  |
| City and State of Residence                                   | Employer (if different than Bidder/Proposer)  |  |
|   |   |  |
| Interest in the transaction                                   |   |  |
|   |   |  |
| None  | Title/Position                                |  |
| 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)  |  |
| Oity and Otate of Nesidence                                   | Employer (if different thair blade// roposer) |  |
| Interest in the transaction                                   |   |  |
|   |   |  |
|   |   |  |
| Name  | Title/Position                                |  |
| Oits and Oiste of Decidence                                   | Free Love of Lifework than Didded Days and    |  |
| City and State of Residence                                   | Employer (if different than Bidder/Proposer)  |  |
| Interest in the transaction                                   |   |  |

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



# SENSIS

|     |         | 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.  | OV      | VNERSHIP AND NAME CHANGES:   |   |
|     | 1.      | In the past five (5) years, has your   | irm changed its name?   |
|     |         | If Yes, use Attachment A to list all specific reasons for each name characteristics. | prior legal and DBA names, addresses, and dates each firm name was used. Explain<br>ange.   |
|     | 2.      | Is your firm a non-profit?<br>□Yes ☑No   |   |
|     |         | If Yes, attach proof of status to this   | submission.   |
|     | 3.      | In the past five (5) years, has a firm  ☐Yes   | owner, partner, or officer operated a similar business?   |
|     |         |  | names and addresses of all businesses and the person who operated the business<br>ar business only if an owner, partner, or officer of your firm holds or has held a simila |
| D.  |         | BUSINESS ORGANIZATION/STR  | UCTURE:   |
|     |         | Indicate the organizational structure<br>required.                                   | e of your firm. Fill in only one section on this page. Use Attachment A if more space is  |
|     | V       | Corporation Date incorporated:   | May 2005 State of incorporation: California   |
|     |         | List corporation's current officers:   | President: Jose R. Villa Vice Pres: Abdi Zadeh, Robyn Loube   |
|     |         |  | Secretary: Treasurer: Selineh Yeghikian   |
|     |         | Type of corporation: C ☐ Su  | bchapter S  |
|     |         | Is the corporation authorized to do  |   |
|     |         | If Yes, after what date: May 20  | 05  |
| Cor | itraci  | tor Standards Form   |   |
| Rev | /ised   | : April 5, 2018<br>nt No. 841283 4   | Page 3 of 12  |
|     | ******* |  | - offer or or war   |



## SENSIS

| lf <b>Y</b> e  | s, how and where is the stock traded? _<br>s, list the name, title and address of tho                                     |                       |                   |              |     |
|----------------|---|-----------------------|-------------------|--------------|-----|
|                |   | ·                     |                   | ·            |     |
|                |   |                       |                   |              |     |
|                | he President, Vice President, Secretary<br>ests in a business/enterprise that perfor                                      |                       |                   |              |     |
| f Ye           | s, please use Attachment A to disclose  |                       |                   |              |     |
| Plea           | se list the following:  | Authorized            | Issued            | Outstanding  |     |
| а.             | Number of voting shares:  |                       |                   |              |     |
| o.<br>c.<br>d. | Number of nonvoting shares:<br>Number of shareholders:<br>Value per share of common stock:                                |                       | Par               | \$           |     |
| u.             | value per strate of continuer stock.  |                       | Book              | \$           |     |
|                |   |                       | Market            | \$           |     |
| imi            | ted Liability Company Date formed:  | St                    | ate of formation: |              |     |
|                | ted Liability Company Date formed:  | who own ten percent ( | 10%) or more of t | the company: |     |
| _ist<br>Part   | the name, title and address of members  | who own ten percent ( | 10%) or more of t | the company: |     |
| List           | the name, title and address of members  | who own ten percent ( | 10%) or more of t | the company: |     |
| Part           | the name, title and address of members  nership Date formed:  names of all firm partners:                                 | who own ten percent ( | 10%) or more of t | the company: |     |
| Part<br>List   | the name, title and address of members  nership Date formed:  names of all firm partners:                                 | who own ten percent ( | 10%) or more of t | the company: | sto |
| List Part List | nership Date formed: names of all firm partners:  Proprietorship Date started: all firms you have been an owner, partners | who own ten percent ( | 10%) or more of t | the company: | sto |

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

Page 4 of 12



| No | te: T | o be responsive, each member of a Joint Venture or Partnership must complete a separate Contractor Standards form.   |     |
|----|-------|--|-----|
| E. | FIN   | ANCIAL RESOURCES AND RESPONSIBILITY:   |     |
|    |       | 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.   |     |
|    |       | 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.  |     |
|    |       | In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on yo firm's behalf or a firm where you were the principal?  ☐ Yes ☑No  | ur  |
|    |       | If Yes, use Attachment A to explain specific circumstances.  |     |
|    |       | In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for you firm?  ☐ Yes ☑ No  | ur  |
|    |       | If Yes, use Attachment A to explain specific circumstances.  |     |
|    |       | Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a gene assignment for the benefit of creditors?  ☐ Yes   ☑ No   | ral |
|    |       | If Yes, use Attachment A to explain specific circumstances.  |     |
|    |       | Are there any claims, liens or judgements that are outstanding against your firm?  ☐Yes ☑No  |     |
|    |       | If Yes, please use Attachment A to provide detailed information on the action.   |     |
|    | 7.    | Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.                               |     |
|    |       | Name of Bank: JPMorgan Chase   |     |
|    |       | Point of Contact: Philip Haylock   |     |
|    |       | Address:860 Colorado Blvd, Pasadena, CA, 91101   |     |
|    |       | Phone Number:626-639-0477  |     |
|    | 8.    | By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or finance reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to C |     |

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

Page 5 of 12



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

|     |      | periorii.   |  |  |
|-----|------|---|--|--|
|     | 9.   |   |  | Tax Certificate is required. Business Tax Certificates are<br>ime of submission, one must be obtained prior to award.      |
|     |      | Business Tax Cert   | ficate No.:  | Year Issued:   |
| F.  | PE   | RFORMANCE HIST  | ORY:   |  |
|     | 1.   |   | aulting or breaching a contract with a government  | er in a court of law or pursuant to the terms of a settlement agency?  |
|     |      | If Yes, use Attachr                                       | nent A to explain specific circumstances.  |  |
|     |      | In the past five (5) ☐ Yes                                | years, has a public entity terminated your firm's colo                                   | ontract for cause prior to contract completion?  |
|     |      | If Yes, use Attachr                                       | nent A to explain specific circumstances and prov  | ide principal contact information.   |
|     |      |   | or fraud with or against a public entity?  | t agreement for any lawsuit that alleged contract default,   |
|     |      | If Yes, use Attachr                                       | nent A to explain specific circumstances.  |  |
|     |      |   | a contract, or committed fraud?  | ncy in which it is alleged that your firm has defaulted on a   |
|     |      | If Yes, use Attachr                                       | nent A to explain specific circumstances.  |  |
|     | 5.   |   | qualified, removed, or otherwise prevented from to<br>ason?                              | our firm's owners, partners, or officers is or was associated,<br>oldding on or completing any government or public agency |
|     |      | If Yes, use Attachr                                       | nent 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 Attachr                                       | nent A to explain specific circumstances and how   | the matter resolved.   |
|     | 7.   | Performance Refe  | rences:  |  |
|     |      |   | num of three (3) references familiar with work perf<br>n within the last five (5) years. | ormed by your firm which was of a similar size and nature  |
|     |      | ease note that any re<br>this form.                       | ferences required as part of your bid/proposal su  | bmittal are in addition to those references required as part   |
|     |      | Company Name: L   | os Angeles Police Department   |  |
| Rev | ised | tor Standards Form<br>: April 5, 2018<br>ent No. 841283_4 | Page 6 of 12   |  |



#### SENSIS

| Lennon Cooper (213) 473-9396   |  |  |  |  |
|--|--|--|--|--|
| Contact Name and Phone Number: Lennon Cooper (213) 473-9396                          |  |  |  |  |
| Contact Email: lennon.cooper@lacity.org  |  |  |  |  |
| Address: 700 E Temple St, Los Angeles, CA 90012                                      |  |  |  |  |
| Contract Date: November 2019   |  |  |  |  |
| Contract Amount: \$500,000   |  |  |  |  |
| Requirements of Contract: Recruitment advertising for LAPD                           |  |  |  |  |
| Company Name: Teach.Org  |  |  |  |  |
| Contact Name and Phone Number: Zachary Levine, (650) 394-6029                        |  |  |  |  |
| Contact Email: zlevine@teach.org   |  |  |  |  |
| Address: 5758 Geary Blvd, #303, San Francisco, CA 94121                              |  |  |  |  |
| Contract Date: December 2022   |  |  |  |  |
| Contract Amount: \$200,000   |  |  |  |  |
| Requirements of Contract: Recruitment advertising campaign                           |  |  |  |  |
| Company Name: City of Los Angeles Attorney's Office                                  |  |  |  |  |
| Contact Name and Phone Number: Rob Wilcox  |  |  |  |  |
| Contact Email: Rob.wilcox@lacity.org   |  |  |  |  |
| Address: 200 North Main Street, 8th Floor Los Angeles, CA 90012                      |  |  |  |  |
| Contract Date: December 2018   |  |  |  |  |
| Contract Amount: \$1,100,000   |  |  |  |  |
| Requirements of Contract: Develop youth focused anti-vaping education campaign for C |  |  |  |  |

#### 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.

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

Page 7 of 12

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.

| Н.   | во         | SINESS 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?                                |
|      |            | 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 <b>Yes</b> , 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   |
|      |            | ☐Yes ☑No  If Yes, please disclose the names of those relatives in Attachment A.  |
| 1. B | BUSI       |  |
| I. B | BUSI       | If Yes, please disclose the names of those relatives in Attachment A.  |
| I. E | BUSI       | If Yes, please disclose the names of those relatives in Attachment A.  NESS REPRESENTATION:  1. Are you a local business with a physical address within the County of San Diego?   |
| I. E | BUSI       | If Yes, please disclose the names of those relatives in Attachment A.  NESS 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?           |
| I. E | BUSI       | If Yes, please disclose the names of those relatives in Attachment A.  NESS 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 |
|      | WA<br>In t | If Yes, please disclose the names of those relatives in Attachment A.  NESS REPRESENTATION:  1. Are you a local business with a physical address within the County of San Diego?  Yes  |

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

Page 8 of 12



#### 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: Aqua   |  |  |  |  |  |
|--|--|--|--|--|--|
| Address: 4452 Park Blvd, San Diego, CA 92116   |  |  |  |  |  |
| Contact Name: Paula Roberts Phone: 619-431-0779 Email: paula@aquacrg.com   |  |  |  |  |  |
| Contractor License No.: DIR Registration No.:  |  |  |  |  |  |
| Sub-Contract Dollar Amount: \$\\$20,000 (per year) \$(total contract term)   |  |  |  |  |  |
| Scope of work subcontractor will perform: Community outreach, earned media   |  |  |  |  |  |
| Identify whether company is a subcontractor or supplier: Subcontractor   |  |  |  |  |  |
| Certification type (check all that apply): □DBE □DVBE □ELBE □MBE ☑SLBE☑WBE □Not Certified  |  |  |  |  |  |
| Contractor must provide valid proof of certification with the response to the bid or proposal to receive   |  |  |  |  |  |
| participation credit.  |  |  |  |  |  |
|  |  |  |  |  |  |
| Company Name: Address:   |  |  |  |  |  |
|  |  |  |  |  |  |
| Address:   |  |  |  |  |  |
| Address:  Contact Name: Phone: Email:  |  |  |  |  |  |
| Address:   |  |  |  |  |  |
| Address:   |  |  |  |  |  |
| 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:  |  |  |  |  |  |
| Address: 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: |  |  |  |  |  |

#### 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

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

Page 9 of 12



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.

| • | TIPE 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                                      |

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



#### 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.

| Jose R. Villa, President | Jose R. Villa Date: 2023.09.29 13:36:47 | 9/29/2023 |
|--------------------------|---|-----------|
| Name and Title           | Signature                               | Date      |

Contractor Standards Form Revised: April 5, 2018 Document No. 841283 4



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

| Provide additional information in space<br>Print in ink or type responses and indic | below. Use additional Attachment "A" pages as needs ate question being answered.                            | ed. Each page must be signed |
|---|---|------------------------------|
|   | are question soning anomorous   |                              |
|   |   |                              |
|   |   |                              |
|   |   |                              |
|   |   |                              |
|   |   |                              |
|   |   |                              |
|   |   |                              |
|   |   |                              |
|   |   |                              |
|   |   |                              |
|   |   |                              |
|   |   |                              |
|   |   |                              |
|   |   |                              |
|   |   |                              |
|   |   |                              |
|   |   |                              |
|   |   |                              |
|   |   |                              |
|   |   |                              |
|   |   |                              |
|   | s made in this Contractor Standards Pledge of Compl<br>wn knowledge, except as to those matters stated upon |                              |
|   | true. I certify under penalty of perjury that the foregoing   |                              |
| Jose R. Villa, President  | Jose R. Villa Date: 2023.09.29 13:37:22   | 9/29/2023                    |
| Print Name, Title   | Signature   | Date                         |
| Contract of Charles La L. P.  |   |                              |
| Contractor Standards Form<br>Revised: April 5, 2018<br>Document No. 841283 4        | Page 12 of 12   |                              |
| 20cument 140, 041203_4  | Page 12 of 12   |                              |



#### 1.11 EQUAL OPPORTUNITY CONTRACTING FORMS

#### 1.11.1 WORK FORCE REPORT



#### 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

| 7 L   | I Construction M Vendor/Supplier □ Fi<br>I Consultant □ Grant Recipient □ Ir  |   | □ Lessee/Lessor<br>□ Other  |  |  |  |  |  |
|---|---|---|---|--|--|--|--|--|
| Name of Company: Sensi  | is, Inc.  |   |   |  |  |  |  |  |
| ADA/DBA:  |   |   |   |  |  |  |  |  |
| Address (Corporate Headqua  | rters, where applicable): 1651 South Centra   | l Avenue, Suite A   |   |  |  |  |  |  |
| city: Glendale  | County: Glendale  | State: <u>CA</u>  | Zip: 91204  |  |  |  |  |  |
| Telephone Number: 213-3   | 341-0171 Fax 1  | lumber:   |   |  |  |  |  |  |
| Name of Company CEO: J  | ose R. Villa  |   |   |  |  |  |  |  |
| Address(es), phone and fax i  | number(s) of company facilities located in San D  | ego County (if different from   | above):   |  |  |  |  |  |
| Address:  |   |   |   |  |  |  |  |  |
| City:   | County:   | State:  | Zip:  |  |  |  |  |  |
| Telephone Number:   | Fax Number:   | Email:  |   |  |  |  |  |  |
| Type of Business: Mark  | eting and Advertising Type  | of License:n/a  |   |  |  |  |  |  |
| The Company has appointed   | : Annie Lim, HR Manager   |   |   |  |  |  |  |  |
| As its Equal Employment Op  | portunity Officer (EEOO). The EEOO has been giv   | en authority to establish, disse  | minate and enforce equal  |  |  |  |  |  |
| . ,   | action policies of this company. The EEOO may   |   |   |  |  |  |  |  |
| Address: 1651 South Central Avenue, Suite A Glendale, CA 91204                                  |   |   |   |  |  |  |  |  |
|   |   |   |   |  |  |  |  |  |
| Telephone Number: 213-3   |   |   |   |  |  |  |  |  |
| Telephone Number: 213-3   | 341-0171 _Fax Number:<br>☐ One San Diego County (   |   |   |  |  |  |  |  |
| Telephone Number: 213-3   |   |   |   |  |  |  |  |  |
| Telephone Number: 213-3   | ☐ One San Diego County (  | or Most Local County) W   |   |  |  |  |  |  |
| Telephone Number: 213-3   | □ One San Diego County (<br>□ Branch Work Force *<br>፟ Managing Office Work F   | or Most Local County) W   |   |  |  |  |  |  |
|   | ☐ One San Diego County ( ☐ Branch Work Force *  | or Most Local County) Worce ies to this WFR.  | ork Force - Mandatory   |  |  |  |  |  |
|   | □ One San Diego County (<br>□ Branch Work Force *<br>፟ Managing Office Work F<br>Check the box above that appl<br>Work Force Report for all participating branches  | or Most Local County) Worce ies to this WFR.  | ork Force - Mandatory   |  |  |  |  |  |
| *Submit a separate \ I, the undersigned represent   | □ One San Diego County ( □ Branch Work Force * □ Managing Office Work F  Check the box above that appl  Work Force Report for all participating branches  ative of Sensis, Inc.   | or Most Local County) Worce less to this WFR.  Combine WFRs if more than                      | ork Force – Mandatory<br>one branch per county.                       |  |  |  |  |  |
| *Submit a separate t<br>I, the undersigned represent<br>Glendale                                | □ One San Diego County ( □ Branch Work Force * ☑ Managing Office Work F  Check the box above that appl Work Force Report for all participating branches ative of Sensis, Inc.  (Firm Nan  | or Most Local County) Worce<br>ies to this WFR.<br>. Combine WFRs if more than                | ork Force – Mandatory<br>one branch per county.                       |  |  |  |  |  |
| *Submit a separate to I, the undersigned represent Glendale (County)                            | □ One San Diego County ( □ Branch Work Force * □ Managing Office Work F  Check the box above that appl Work Force Report for all participating branches ative of Sensis, Inc.  (Firm Nan  (State)   | or Most Local County) Worce ies to this WFR. Combine WFRs if more than ne) hereby certify tha | ork Force - Mandatory  one branch per county.  t information provided |  |  |  |  |  |
| *Submit a separate I, the undersigned represent Glendale (County) herein is true and correct. T | □ One San Diego County ( □ Branch Work Force * □ Managing Office Work F  Check the box above that appl  Work Force Report for all participating branches  ative of Sensis, Inc.  (Firm Nan  , CA  (State)  his document was executed on this 28th | or Most Local County) Worce ies to this WFR. Combine WFRs if more than ne) hereby certify tha | ork Force - Mandatory  one branch per county.  t information provided |  |  |  |  |  |
| *Submit a separate to I, the undersigned represent Glendale (County)                            | □ One San Diego County ( □ Branch Work Force * □ Managing Office Work F  Check the box above that appl  Work Force Report for all participating branches  ative of Sensis, Inc.  (Firm Nan  CA  (State)  this document was executed on this 28th  | or Most Local County) Worce ies to this WFR. Combine WFRs if more than ne) hereby certify tha | ork Force - Mandatory  one branch per county.  t information provided |  |  |  |  |  |



|  |              |                            |           |                      |              |            |                          |                                |       |                     |        |            |        |                      | _ |
|--|--------------|----------------------------|-----------|----------------------|--------------|------------|--------------------------|--------------------------------|-------|---------------------|--------|------------|--------|----------------------|---|
| WORK FORCE REPORT - Page 2 NAME OF FIRM: Sensis OFFICE(S) or BRANCH(ES): Gle   | ndale, CA    | ; Seal Bea                 | ch, CA; A | tlanta, GA           | \; Austin, ' | TX; Wash   | ington D.0               | C. (                           | COUNT |                     | NTE: _ |            | 023    |                      |   |
| 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 Definitions of the race and ethnician   | Native       |                            | can be j  | found o              | n Page       | (6)<br>(7) | Native<br>White<br>Other |                                |       |                     |        |            | ther g | roups                |   |
| ADMINISTRATION<br>OCCUPATIONAL CATEGORY  | Blac<br>Afri | i)<br>k or<br>can<br>rican | Hispa     | 2)<br>nic or<br>tino |              | 3)<br>ian  | Ame<br>Indiar            | 4)<br>rican<br>n/ Nat.<br>skan | Pac   | 5)<br>:ific<br>nder |        | 6)<br>nite | Other  | 7)<br>Race/<br>ncity |   |
|  | (M)          | (F)                        | (M)       | (F)                  | (M)          | (F)        | (M)                      | (F)                            | (M)   | (F)                 | (M)    | (F)        | (M)    | (F)                  |   |
| Management & Financial   | 1            | 3                          | 10        | 7                    |              | 2          |                          |                                |       | 2                   | 8      | 7          | 1      | 1                    |   |
| Professional   |              | 2                          | 9         | 9                    | 3            |            |                          |                                |       | 1                   | 10     | 14         | 2      |                      |   |
| A&E, Science, Computer   |              |                            |           | <u> </u>             |              |            |                          |                                |       | <u> </u>            |        | <u> </u>   |        |                      |   |
| Technical  |              |                            |           |                      |              |            |                          |                                |       |                     |        |            |        |                      |   |
| Sales  |              | 1                          | 3         | 2                    |              | 1          |                          |                                |       |                     |        | 11         |        |                      |   |
| Administrative Support   |              | 1                          | 1         | 2                    |              | 1          |                          |                                |       |                     |        | 2          |        |                      |   |
| Services   |              |                            |           |                      |              |            |                          |                                |       |                     |        |            |        |                      |   |
| Crafts   |              |                            |           |                      |              |            |                          |                                |       |                     |        |            |        |                      |   |
| Operative Workers  |              |                            |           |                      |              |            |                          |                                |       |                     |        |            |        |                      |   |
| Transportation   |              |                            |           |                      |              |            |                          |                                |       |                     |        |            |        |                      |   |
| Laborers*  |              |                            |           |                      |              |            |                          |                                |       |                     |        |            |        |                      |   |
| *Construction laborers and other field   | employ       | ees are n                  | ot to be  | include              | d on this    | page       |                          |                                | •     | •                   | •      | •          |        |                      |   |
| Totals Each Column   | 1            | 7                          | 23        | 20                   | 3            | 4          |                          |                                |       | 3                   | 18     | 34         | 3      | 1                    |   |
| •  |              |                            |           |                      |              |            |                          |                                |       |                     |        |            |        |                      |   |
| Grand Total All Employees  |              | 1                          | 17        |                      |              |            |                          |                                |       |                     |        |            |        |                      |   |
| Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:   |              |                            |           |                      |              |            |                          |                                |       |                     |        |            |        |                      |   |
| Disabled   |              |                            |           |                      |              |            |                          |                                |       |                     | 1      |            |        |                      |   |
| Non-Profit Organizations Only:   |              |                            |           |                      |              |            |                          |                                |       |                     |        |            |        |                      |   |
| Board of Directors   |              |                            |           | !                    |              |            |                          |                                |       | !                   |        | !          |        |                      |   |
| Volunteers   |              |                            |           |                      |              |            |                          |                                |       |                     |        |            |        |                      |   |
| Artists  |              |                            |           |                      |              |            |                          |                                |       |                     |        |            |        |                      |   |

2 of 7 EOC Work Force Report (rev. 08/2018) Form Number: BBos



| WORK FORCE REPORT — Page 3  NAME OF FIRM: n/a to Sensis   | DATE:  |
|---|--|
| OFFICE(S) or BRANCH(ES):  | COUNTY:  |
| INSTRUCTIONS: For each occupational category, indicate number of males and females provided. Sum of all totals should be equal to your total work force. Include all those empl time basis. The following groups are to be included in ethnic categories listed in columns be | oyed by your company on either a full or part- |

- (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

| March   Marc | TRADE<br>OCCUPATIONAL CATEGORY        |         | (1)<br>Black or<br>African<br>American |        | (2) (3)<br>Hispanic Asian<br>or Latino |        | (4)<br>American<br>Indian/<br>Nat.<br>Alaskan |      | (5)<br>Pacific<br>Islander |     | (6)<br>White |     | (7)<br>Other Race/<br>Ethnicity |     |     |
|--|---------------------------------------|---------|--|--------|--|--------|---|------|----------------------------|-----|--------------|-----|---------------------------------|-----|-----|
| Carpet, Floor & Tile Installers Finishers Cement Masons, Concrete Finishers Construction Laborers Construction Laborers Construction Laborers Construction Installers, Ceiling Tile Inst Electricians Elevator Installers First-Line Supervisors/Managers Glaziers Helpers; Construction Trade 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 Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:  |                                       | (M)     | (F)                                    | (M)    | (F)                                    | (M)    | (F)   | (M)  | (F)                        | (M) | (F)          | (M) | (F)                             | (M) | (F) |
| Carpet, Floor & Tile Installers Finishers Cement Masons, Concrete Finishers Construction Laborers Construction Laborers Constructions 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, Extractive Crafts, Miners  Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:   | Brick, Block or Stone Masons          |         |  |        |  |        |   |      |                            |     |              |     |                                 |     |     |
| Finishers  | Carpenters                            |         |  |        |  |        |   |      |                            |     |              |     |                                 |     |     |
| Construction Laborers  Drywall Installers, Celling 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, Extractive Crafts, Miners  Totals Each Column  Grand Total All Employees  Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:  |                                       |         |  |        |  |        |   |      |                            |     |              |     |                                 |     |     |
| 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, Extractive Crafts, Miners  Totals Each Column  Grand Total All Employees  Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:   | Cement Masons, Concrete Finishers     |         |  |        |  |        |   |      |                            |     |              |     |                                 |     |     |
| Elevator Installers  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  Structural Metal Fabricators & Fitters  Welding, Soldering & Brazing  Workers, Extractive Crafts, Miners  Totals Each Column  Grand Total All Employees  Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:  | Construction Laborers                 |         |  |        |  |        |   |      |                            |     |              |     |                                 |     |     |
| 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  Workers, Extractive Crafts, Miners  Totals Each Column  Grand Total All Employees  Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:  | Drywall Installers, Ceiling Tile Inst |         |  |        |  |        |   |      |                            |     |              |     |                                 |     |     |
| 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 Fitters Structural Metal Fabricators & Fitters Workers, Extractive Crafts, Miners  Totals Each Column  Grand Total All Employees Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:  | Electricians                          |         |  |        |  |        |   |      |                            |     |              |     |                                 |     |     |
| 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 Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:   | Elevator Installers                   |         |  |        |  |        |   |      |                            |     |              |     |                                 |     |     |
| 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 Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:  | First-Line Supervisors/Managers       |         |  |        |  |        |   |      |                            |     |              |     |                                 |     |     |
| Misc. Const. Equipment Operators  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, Extractive Crafts, Miners  Totals Each Column  Grand Total All Employees Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:   | Glaziers                              |         |  |        |  |        |   |      |                            |     |              |     |                                 |     |     |
| 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 Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:   | Helpers; Construction Trade           |         |  |        |  |        |   |      |                            |     |              |     |                                 |     |     |
| 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 Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:  | Millwrights                           |         |  |        |  |        |   |      |                            |     |              |     |                                 |     |     |
| 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 Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:  | Misc. Const. Equipment Operators      |         |  |        |  |        |   |      |                            |     |              |     |                                 |     |     |
| 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 Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:  |                                       |         |  |        | İ                                      |        |   |      |                            |     |              |     |                                 |     | İ   |
| 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 Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:  |                                       |         |  |        |  |        |   |      |                            |     |              |     |                                 |     |     |
| 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 Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:   | Plasterers & Stucco Masons            |         |  |        |  |        |   |      |                            |     |              |     |                                 |     |     |
| Sheet Metal Workers  Structural Metal Fabricators & Fitters  Welding, Soldering & Brazing Workers  Workers, Extractive Crafts, Miners  Totals Each Column  Grand Total All Employees Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:  | Roofers                               |         |  |        |  |        |   |      |                            |     |              |     |                                 |     |     |
| Structural Metal Fabricators & Fitters  Welding, Soldering & Brazing Workers  Workers, Extractive Crafts, Miners  Totals Each Column  Grand Total All Employees Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:   |                                       |         |  |        |  |        |   |      |                            |     |              |     |                                 |     |     |
| Welding, Soldering & Brazing Workers Workers, Extractive Crafts, Miners  Totals Each Column  Grand Total All Employees Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:  |                                       |         |  |        |  |        |   |      |                            |     |              |     |                                 |     |     |
| Workers Workers, Extractive Crafts, Miners  Totals Each Column  Grand Total All Employees Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:   | Fitters                               |         |  |        |  |        |   |      |                            |     |              |     |                                 |     |     |
| Totals Each Column  Grand Total All Employees Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:   |                                       |         |  |        |  |        |   |      |                            |     |              |     |                                 |     |     |
| Grand Total All Employees Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:   | Workers, Extractive Crafts, Miners    |         |  |        |  |        |   |      |                            |     |              |     |                                 |     |     |
| Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:   | Totals Each Column                    |         |  |        |  |        |   |      |                            |     |              |     |                                 |     |     |
|  |                                       |         |  |        |  |        |   |      |                            |     |              |     |                                 |     |     |
|  | Disabled                              | imber o | I ADOV                                 | e Empl | oyees V                                | vno Ar | e Disab                                       | ied: |                            |     |              |     |                                 | Π   |     |

#### 1.11.2 CONTRACTORS CITIFICATION OF PENDING ACTIONS

#### 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.   |   |   |   |  |            |
|-----------|----------------------|---|---|---|---|--|------------|
|           | comp<br>discr<br>The | plaint or pend<br>iminated agains<br>undersigned ce | tifies that within the partial action in a legal action in a legal at its employees, subcontrifies that within the ingligation in a legal | al administrativ<br>ntractors, vendo<br>past 10 years t | e proceedi<br>rs or supplie<br>he Contrac | ng alleging that C<br>ers.<br>tor has been the sub | Contractor |
|           | discr                | iminated agains<br>solution of that                 | st its employees, subcor  | ntractors, vendo  | s or supplie                              | ers. A description of                              | the status |
| 3         | DATE<br>OF<br>CLAIM  | LOCATION  | DESCRIPTION OF<br>CLAIM   | LITIGATION (Y/N)  | STATUS                                    | RESOLUTION/<br>REMEDIAL<br>ACTION TAKEN            |            |
| 8         |                      |   |   |   |   |  | 3          |
| 8         |                      |   |   |   |   |  | E C        |
| 3         |                      |   |   |   | ©   |  | g.         |
|           |                      |   |   |   |   |  |            |
| Contracto | or Name:_            | Sensis, Inc.  |   |   |   |  |            |
| Certified | Ву                   | ose R. Villa  | Name  | TitlePre  | sident                                    |  |            |
|           |                      | South   | like  | Date09  | /26/2023                                  |  |            |
|           |                      |   | Signature   |   |   |  |            |

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

# EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP) GOODS AND SERVICES CONTRACTOR REQUIREMENTS

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

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

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

#### II. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### VI. Maintaining Participation Levels.

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

#### VII. Certifications.

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

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

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

#### VIII. List of Attachments.

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

Equal Opportunity Contracting Goods, Services, & Consultant RFP Revised 1/1/2016 OCA Document No. 1208380



### **Work Force Report**

#### **HISTORY**

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

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

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

#### **MANAGING OFFICE WORK FORCE**

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

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

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

- One San Diego County (or Most Local County)
   Work Force Mandatory in most cases
- <sup>2</sup> Branch Work Force \*
- <sup>3</sup> Managing Office Work Force
- \*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

#### RACE/ETHNICITY CATEGORIES

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

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

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

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

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

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

#### **Exhibit A: Work Force Report Job Categories – Administration**

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

#### **Management & Financial**

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

#### **Professional**

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

#### **Architecture & Engineering, Science, Computer**

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

#### **Technical**

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

#### Sales

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

#### **Administrative Support**

Financial Clerks Information and Record Clerks Legal Support Workers Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library
Occupations
Other Office and Administrative Support
Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support
Workers

#### **Services**

Building Cleaning and Pest Control Workers Cooks and Food Preparation Workers Entertainment Attendants and Related Workers

Fire Fighting and Prevention Workers First-Line Supervisors/Managers, Protective Service Workers

Food and Beverage Serving Workers Funeral Service Workers Law Enforcement Workers

Nursing, Psychiatric, and Home Health Aides Occupational and Physical Therapist Assistants and Aides

Other Food Preparation and Serving Related Workers

Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving
Workers
Supervisors, Personal Care and Service
Workers
Transportation, Tourism, and Lodging

Attendants

#### Crafts

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

EOC Work Force Report (rev. 08/2018)

Page 5 of 7

Installers, and Repairers Woodworkers

#### **Operative Workers**

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

#### **Transportation**

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

#### Laborers

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

#### **Exhibit B: Work Force Report Job Categories-Trade**

#### **Brick, Block or Stone Masons**

Brickmasons and Blockmasons Stonemasons

#### **Carpenters**

#### Carpet, floor and Tile Installers and Finishers

**Carpet Installers** 

Floor Layers, except Carpet, Wood and Hard Floor Sanders and Finishers

#### **Cement Masons, Concrete Finishers**

Cement Masons and Concrete Finishers Terrazzo Workers and Finishers

#### **Construction Laborers**

Tile and Marble Setters

#### **Drywall Installers, Ceiling Tile Inst Drywall and Ceiling Tile Installers**

**Tapers** 

#### **Electricians**

#### **Elevator Installers and Repairers**

#### First-Line Supervisors/Managers

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

#### **Glaziers**

#### **Helpers**, Construction Trade

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

#### Millwrights

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

#### Misc. Const. Equipment Operators

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

#### Painters, Const. Maintenance

Painters, Construction and Maintenance Paperhangers

#### **Pipelayers and Plumbers**

Pipelayers Plumbers, Pipefitters and Steamfitters

#### **Plasterers and Stucco Masons**

#### **Roofers**

**Security Guards & Surveillance Officers** 

**Sheet Metal Workers** 

**Structural Iron and Steel Workers** 

#### Welding, Soldering and Brazing Workers

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

Workers, Extractive Crafts, Miners

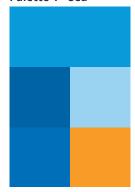
#### **EXHIBIT D**

City's branding and style guide cheat sheet SDPD PowerPoint Presentation

#### EXHIBIT D



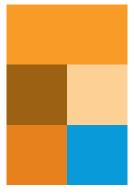
Palette 1 - Sea



Palette 2 - Summer



Palette 3 - Sunset





The different blue tones in the water and sky compliment *Palette 1 - Sea*. The orange in the skyline also helps match this photo to the *Sea Palette*.



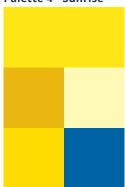
The hint of green in the background (table and shirt) connect this photo to *Palette 2 - Summer*. The blow fish has a hint of yellow tones that also fit the *Summer Palette*.



The blanket in this photo is orange and makes it clear that *Palette 3 - Sunset* is the best match for this photo. The cat also has hints of orange tones that connect this photo to the *Sunset Palette*.



#### Palette 4 - Sunrise



#### Palette 5 - Classic



#### Palette 6 - Urban





This photo uses a lot of bright colors and has large yellow shapes in the background that make this photo fit *Palette 4 - Sunrise* nicely. The blue color pencils also help connect this photo to the *Sunrise Palette*.



Grey tones are used throughout this photo. The carpet, wall, and suits all have grey tones that match *Palette 5 - Classic*. The blue shirt also help match this photo to the *Classic Palette*.



There are a lot of beige colors in this photo. The couch, back wall and skin tones all have a beige tone that connect this photo to **Palette 6 - Urban.** 



Merriweather

Aaa Intended for body text.

**Open Sans** 

Intended for body text and all headlines.

Open Sans Semi Bold - 64

# Main Title Headline

Open Sans Reg - 48

**SUBHEAD** 

Open Sans Bold - 13

Open Sans Bold - 15

Subhead

Merriweather Reg - 10

Paragraph

Merriweather Reg - 8

Small Paragraph or Call-Out

#### NOTE:

Font color used should be an ADA compliant color and in the color palette chosen for your design. See *ADA Color Guidelines* cheat sheet for ADA compliant colors.



Colors listed below are ADA compliant and ok to use.

Palette 1 - Sea



#### in contrast to WHITE

- Blue\*
- Dark Blue
- Medium Blue

#### in contrast to BLACK

- Blue
- Light Blue
- Orange

#### Palette 4 - Sunrise



#### in contrast to WHITE

Dark Blue

#### in contrast to BLACK

- Yellow
- Dark Yellow
- Medium Yellow
- Light Yellow

Palette 2 - Summer



#### in contrast to WHITE

- Dark Teal
- Medium Teal\*

#### in contrast to BLACK

- Teal
- Dark Teal\*
- Medium Teal
- Light Teal
- Yellow

#### Palette 5 - Classic



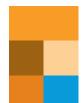
#### in contrast to WHITE

- Grey
- Dark Grey
- Medium Grey
- Blue\*

#### in contrast to BLACK

- Medium Grev\*
- Light Grey
- Blue

Palette 3 - Sunset



#### in contrast to WHITE

- Dark Orange
- Medium Orange\*
- Blue\*

#### in contrast to BLACK

- Orange
- Dark Orange\*
- Medium Orange
- Light Orange
- Blue

#### Palette 6 - Urban



#### in contrast to WHITE

Grey

#### in contrast to BLACK

- Beige
- Dark Beige
- Medium Beige
- Light Beige

<sup>\*</sup> Font needs to be at least 18pt or 14pt Bold to be ADA compliant.

# San Diego Police Department

Recruiting and Retention Information Update



## FACTS ABOUT SDPD

## **Recruiting Highlights**

- 9 patrol divisions
- Over 40 different specialized assignments
- 4/10's work schedule
- Over 25% specialty pay available
- 30 Days paid military leave
- \$2,000 Tuition reimbursement
- \$2,500 Equipment bonus
- Specialized units after 2 years
- Promotions (Detective or Sergeant) after 4 years

## San Diego Police Department

# FAQ's

- How do I apply/start the process?
- What are the minimum requirements?
- Is there an age cap?
- Will you check my credit?
- Do you like your job?
- What is the lateral process like?
- Is there a consolidated process for people who live out of town?
- I'm currently in the military. When should I apply?

## Viable Candidates

|   | 2016      | 2017      |
|---|-----------|-----------|
| Took written exam                             | 3229      | 3184      |
| Total # of PIQ's completed                    | 1442      | 1472      |
| Total # assigned for background investigation | 754 (52%) | 919 (62%) |
| Total hired                                   | 137       | 126       |

# IMPROVED BACKGROUND and RECRUITMENT EFFICIENCIES

- Website enhancement
- Written exam
- Pre-investigative questionnaire
- Increased recruiting personnel
- Emphasized local recruiting efforts
- Investigative timeline
- Polygraph
- Volunteer Services

### Website

- Updated graphics
- User-friendly
- New videos





### Written Test

- Review committee was created to evaluate questions and pass points. A new test was implemented by City Testing beginning January 1, 2018
- Reduced re-test waiting period from 90 to 60 days





Preliminary Investigative Questionnaire (PIQ)

- Updated questions/formatting
- Administer PIQ to all applicants regardless of passing the physical abilities test.



### Personnel Increase

- One sergeant solely focused on recruiting- a total of 3 sergeants
- Increased the number of recruiting officer positions from 4 to 5
- Rotated Command Staff





### **Increased Local Recruiting Efforts**

- Less out-of-state travel
- Testing at local community centers- Jacobs and Joan Kroc Centers
- Focus on San Diego/Los Angeles County colleges and universities
- Direct classroom presentations and testing at local campuses
- Direct testing at military bases
- Speaking at transitional military classes



# Streamlined Background Process

### **Background Investigation**

New timeline implemented among investigators and supervisors

### Polygraph Testing

- Consistent questions between detectives and polygraph examiners
- More thorough and interactive pre-polygraph interview
- Added additional polygraph test dates with the addition of a polygraph examiner



# Streamlined Background Process

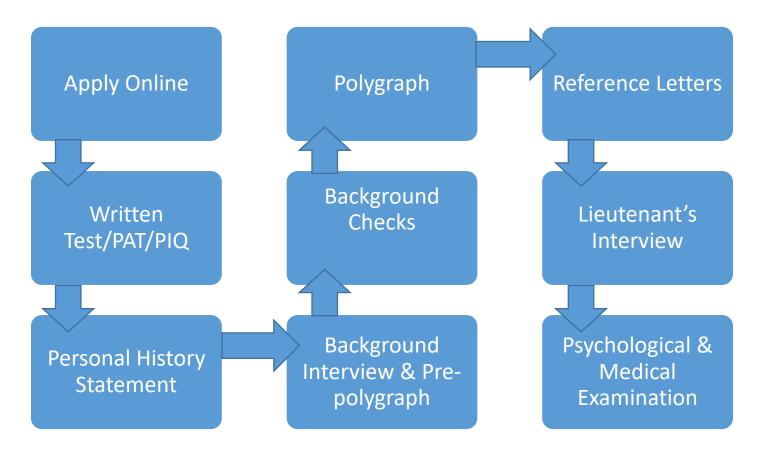
General hiring process timeline: 3 - 4 months

## Can vary due to:

- Local vs. out-of-state candidate
- Number of residences
- Number of jobs
- Military service
- Return of reference letters



# Background Process





## **New Possibilities**

### **Exploring SDPD Internships**

- Working with existing SDSU internship program
- Project-based internships for school credit
- Emphasis on candidate engagement to encourage future careers with SDPD





## **VOLUNTEER SERVICES**

### **Cadets**

- Cadet recruiters accompanying police recruiters at events
- Two Cadet academies per year (30 per academy)







# Community Partnerships

### **Health Sciences High and Middle College**

- San Diego Unified School District
- Vocational program setting to introduce high school students to a career in law enforcement
- Pipeline to the SDPD cadet program



## Vision

1

- Health Sciences High
- Juvenile programs

7

- SDPD Cadet Program (16-20 yr old)
- SETC (18 yr and up)

**3** 

- Community College (CJ/AOJ)
- University



Becoming a San Diego Police Officer



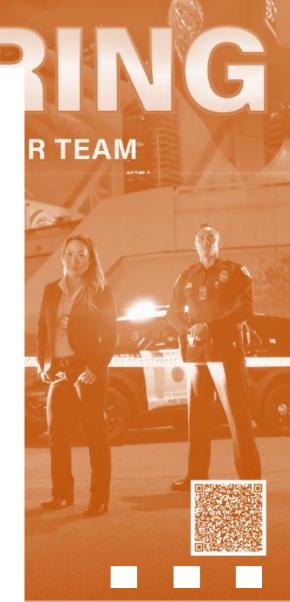
### TAB B – EXECUTIVE SUMMARY AND RESPONSE TO SPECIFICATIONS

RFP #10090088-24-E
San Diego Police Recruitment and
Retention

Sensis Point of Contact Jose R. Villa President jrvilla@sensisagency.com (213) 341-0171 x708



SENSIS



#### SENSIS



### 2 TABLE OF CONTENTS

| 3    | Execu                            | ecutive Summary |   | 2  |
|------|----------------------------------|-----------------|---|----|
| 4    | Proposer's response to the RFP   |                 | response to the RFP   | 3  |
|      | 4.8 Understanding of the Project |                 | erstanding of the Project   | 3  |
|      | 4.9 Capabil                      |                 | bilities  | 4  |
|      | 4.10                             | Staffing Plan   |   | 5  |
|      | 4.10                             | .1              | Proposed Team Org Chart   | 5  |
|      | 4.10                             | .2              | Proposed Key Staff Resumes  | 6  |
| 5    | Firm                             | Capal           | oility  |    |
|      | 5.8                              | Strat           | egy for SDPD's Marketing Campaign                                 | 17 |
|      | 5.9                              | Strat           | egies for Recruitment   | 17 |
|      | 5.10                             | Strat           | egies for Retention   | 18 |
|      | 5.11                             | Туре            | s of Services to be Provided                                      | 19 |
| 5.12 |                                  | Sensis          |   | 21 |
|      | 5.13                             | Aqua            | a Community Relations   | 21 |
|      | 5.14                             | Aqua            | a Small & Emerging Local Business Certification                   | 23 |
|      | 5.15                             | Simil           | ar Work Samples   | 24 |
|      | 5.15                             | .1              | Los Angeles Police Department Marketing & Recruitment Advertising | 24 |
|      | 5.15                             | .2              | San Diego County Probation Recruitment Advertising                | 26 |
| 5.13 |                                  | .3              | Santa Ana Police Department Recruitment Advertising               | 27 |
|      | 5.15                             | .4              | Teach.org National Teacher Recruitment Campaign                   | 28 |
|      | 5.15                             | .5              | North Las Vegas Police Department                                 | 29 |
| 5.15 |                                  | .6              | U.S. Coast Guard Academy  | 30 |
|      | 5.16                             | Prog            | ress Reports & Performance Measurements to be Provided            | 32 |
|      | 5.17                             | Refe            | rences  | 33 |
| 6    | Cost                             | Propo           | osal  | 35 |



#### 3 EXECUTIVE SUMMARY

Sensis seeks to provide the San Diego Police Department with a research-driven recruitment and marketing program that will identify, engage, and recruit highly qualified candidates for SDPD. We expect to meet their goal of filling up to 200 positions within a 12-month timeframe. Keeping in mind SDPD's desire to maximize enrollment in police officer training academies, our strategy team will create targeted messaging and advertising that reaches qualified, service-minded individuals in identified key audiences, aiming to increase officer retention to stem the loss of 20 officers per month. Sensis has a proven track record of recruiting for law enforcement even in the most challenging years of recruitment. We are the only agency in the U.S. with a specialized Law Enforcement recruitment practice dedicated to aiding in the recruitment of law enforcement, military and public service candidates.

Sensis is proposing to use a five-pronged recruitment strategy that will analyze and draw from media trends and preferences of our target audiences. Throughout the campaign, we will monitor results and data analytics to ensure that campaign messaging is resonating with key focus groups, adjusting as needed to ensure that SDPD's objectives are being met. Our media team is flexible to adjusting in real time for the duration of the campaign to maximize recruitment results.

In summary, Sensis is the right partner for SDPD because of our vast experience, current law enforcement work, and thoughtful insight as to what effective law enforcement recruitment should look like. We specialize not only in reaching our law enforcement partners recruitment target numbers, but we do so with diversity and department culture in mind.

We look forward to working with the SDPD and continuing its great service to the community.



### 4 PROPOSER'S RESPONSE TO THE RFP

#### 4.8 Understanding of the Project

San Diego Police Department is looking for an advertising agency to help them utilize strategic advertising to showcase the unique qualities and opportunities of their department and support them in recruiting and retaining sworn officers to join and stay with their premier law enforcement agency.

Sensis is ready to plan and implement a recruitment advertising program for SDPD that:

- Generates new recruit applications and starts 200 new cadets each year in academy.
- Increases retention of current officers and stems the loss of 20 officers per month.

Sensis will accomplish this by implementing a research-driven marketing program for SDPD that:

- Utilizes new and effective tools to reach young recruits.
- Updates, differentiates, and elevates the SDPD brand and showcases it to target candidates.
- Reaches, recruits, hires and retains a diverse workforce.
- Provides analytics and data on the process, including where candidate interest is generated from, at what point people drop out of the process, tracking candidate interest through hiring processes.
- Provides digital videos and images for continuous online recruiting and social media management.
- Drives measurable increases in qualified applications.

#### Our proposed solution will include:

- Research (surveys of current and potential target SDPD officers) to guide marketing strategy development.
- SDPD Recruitment Marketing Strategic Plan
- Development and implementation of Recruitment Strategies, including targeted recruitment digital ad campaigns.
- Development and implementation of Retention strategies
- A branding strategy for SDPD, including a new slogan and tagline.
- Development of a suite of print materials (print ads, flyers, booth banners)
- Social media video and platform-specific content development, calendar and deployment
- Radio scripts and production of multiple audio ads
- Design of updated recruitment and training website



#### 4.9 CAPABILITIES

Sensis is a Southern California based fully integrated marketing agency, offering market research, strategy, advertising, creativity, social media, media buying, public relations, digital marketing, web development, and analytics capabilities.



#### Research

Quantitative | Market Research Quantitative | Surveys

Quantitative | Analytics (Web Social, Media)

Qualitative | Focus Groups Qualitative | Ethnographic Studies Qualitative | Usability Tests



#### User Experience Design

User Flows Sitemaps Wireframes Interaction Design CRM Development Compliance (e.g., 508, CCPA)



#### Amplification

Social Media
Public Relations
Events/Experiential
Content Governance
Social Media Content
Community Management



#### Strategy

Business / Functional Requirements Audience Segmentation (Personas) User Journey Mapping KPI Designation SEO Content Strategy Channel Strategy



#### Creative

Brand / Digital Style Guides
Concept, Composition and Production Designs
Illustrations, Animations and After Effect
Digital & Traditional Ads
Video & Radio Production
Infographics
Iconography



#### Media

Media Planning & Buying Media Mix Modeling Programmatic Media Search Engine Marketing Digital Media

Our in-house capabilities create human touchpoints across paid, earned, and owned media to build relationships between diverse people and brands.

#### LAW ENFORCEMENT PRACTICE

S E N S I S

#### LAW ENFORCEMENT RECRUITMENT ADVERTISING

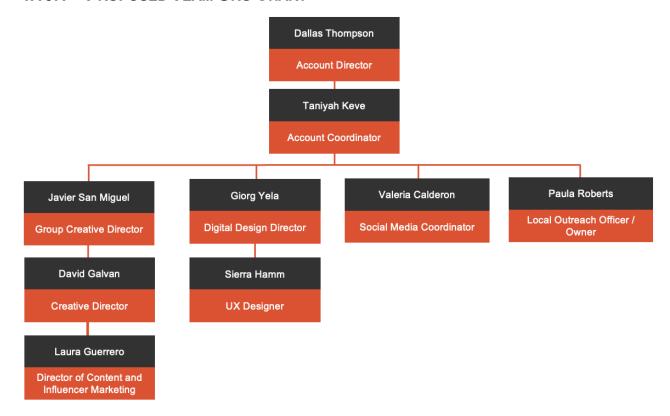
Sensis is the only advertising agency in the U.S. with a specialized Law Enforcement recruitment practice helping law enforcement, military and public service recruiters reach, engage, and recruit highly qualified candidates. We bring more than a decade of experience in law enforcement recruitment advertising, including work for LAPD, Santa Ana Police Department, the National Guard, San Diego County Probation Department, North Las Vegas Police Department, and the U.S. Coast Guard.

We help law enforcement agencies address their recruitment challenges with technologydriven advertising solutions.



#### 4.10 STAFFING PLAN

#### 4.10.1 PROPOSED TEAM ORG CHART





#### 4.10.2 Proposed Key Staff Resumes

## DALLAS THOMPSON – ACCOUNT DIRECTOR Availability: 25%



With over 25 years of experience, Dallas is a Senior Account Director responsible for account leadership inclusive of client relationship management, workflow facilitation, issue resolution, administrative & fiscal oversight, and ensuring strategic alignment of marketing activities with client business goals/objectives. Dallas shines at managing senior level client relationships, multi-organization collaboration, issue resolution, and administrative & fiscal oversight,

which he has provided for clients such as the Los Angeles Police Department. Dallas will provide primary account oversight and leadership, coordinating agency and client teams to work seamlessly in sync.

#### **Role and Responsibilities**

As Account Director, Dallas will be the main point of contact on this project. He will provide administrative oversight, coordinating between internal teams and the client to ensure deliverables are being met in a timely and satisfactory manner.

#### **Experience**

#### Senior Account Director | Sensis | Los Angeles, CA

2014 - Present

Dallas oversaw strategic, operational, administrative, and fiscal aspects of all advertising, marketing, and communication initiatives for multiple clients including Proctor & Gamble (Gillette), Visa, Blue Cross Blue Shield of Florida (Florida Blue), and Nissan/Infiniti. He also had responsibility for contributing to, and leading, selected agency new business efforts.

#### Group Account Director | Footsteps | New York, NY

2011 – 2014

Dallas oversaw strategic, operational, administrative, and fiscal aspects of all advertising, marketing, and communication initiatives for multiple clients including Proctor & Gamble (Gillette), Visa, Blue Cross Blue Shield of Florida (Florida Blue), and Nissan/Infiniti. He also had responsibility for contributing to, and leading, selected agency new business efforts.

### Management Supervisor | McCann World Group | New York, NY

2007-2011

Dallas served as the Management Supervisor for the "Army Strong" account for the United States Army, leading a team of 13 people. He led target audience analysis, identifying and prioritizing prospects, ages 16-24, pre-prospects, ages 12-16, influencers, and other stakeholders. For his PR initiatives, he developed and strengthened relationships with influencer organizations and media outlets, focusing on radio. He guided editorial placement, developed talking points for army leaders, and created speaking opportunities for army leadership. He helped organize sponsored sporting events and planned and executed on-site and in-game activities. He also helped the



strategy team in the development of the creative brief, which helped guide the creative conception and execution of TV, radio, and print advertising.

#### Partner- Management Consultant | Emerald E&S | 2005–2007 New York, NY

Dallas was an agency partner and chief adviser to the CEO of a boutique promotions and event activation company. Dallas oversaw operations, strategic development, marketing, client management, media integration, and employee training. Clients include (not exhaustive): Coca-Cola, Delta Airlines, Home Depot, United Healthcare, American Heart Association, Mercedes-Benz, Bank of America, American Express, Walmart, Subway, Kellogg's, Goya Foods, Prudential, Reebok, Colgate, AARP, NBA, The Stellar Awards, and The Word Network.

#### **Education**

|      | Eddodtion                       |      |
|------|---------------------------------|------|
| Dow  | wling College   Oakdale, NY     | 2000 |
| Mas  | ster of Business Administration |      |
|      |                                 |      |
| Han  | mpton University   Hampton, VA  | 1985 |
| Bacl | chelor of Arts, Psychology      |      |



## TANIYAH KEVE – ACCOUNT COORDINATOR Availability: 50%



As an Account Coordinator, Taniyah utilizes her strong background in media relations, public relations, and writing to develop strong relationships with clients and act as a liaison between them, and the Sensis team. In coordination with the Accounts team, she assists the client with their needs and expectations to ensure projects are kept on track, and delivered on time, constantly communicating with the client to provide updates on the project's process. Clients she has worked with include the North Las Vegas Police Department,

Community Healthlink, Voya Financial, and more.

#### Role and Responsibilities

As an Account Coordinator, Taniyah is in constant communication with the client during the project process. She provides them with updates on how to project is progressing, as well as develops insights and suggestions on how to better approach the project's execution.

#### Experience

#### Account Coordinator | Sensis | Orange County, CA

2023 - Present

Taniyah Assists with the planning and execution of public and media relation strategies for a range of clients, as well as develops and maintains strong relationships with client teams, acting as the day-to-day point of contact. She manages projects, timelines, press releases, and resources for multiple accounts, and has the capability to support social media and influencer marketing efforts when needed.

#### Asst. Account Coordinator | Sage Communications | 2023 – 2023 McLean, VA

Taniyah assists with the planning and execution of public and media relations strategy for a range of clients, acting as the bridge between them and Sage Communications. She helps secure media placements in top-tier outlets including newspaper publications and radio stations. She develops media lists, media pitches, and press releases to help elevate brand awareness for her clients. As well, Taniyah is responsible for analyzing media sentiment and social media engagement, offering valuable insights for client reputation management.

## Public Relations Specialist | CNFA | Washington, D.C.

2022 – 2023

Taniyah worked with Cultivating New Frontiers in Agriculture, an international non-profit whose mission is to increase and sustain rural income in underdeveloped areas of the world, assisting farmers and rural entrepreneurs. She acted as a Public Relations Specialist, and wrote articles, press materials, and annual reports for this initiative. As well, Taniyah maintained marketing tools like Sprout Social, Hootsuite, and calendars.

#### **Education**

#### Howard University – Washington, D.C.

2018 - 2022

B.A., Broadcast Journalism



## JAVIER SAN MIGUEL – GROUP CREATIVE DIRECTOR Availability: 20%



As Sensis' resident Group Creative Director with over 20 years of experience, Javier provides creative leadership and oversees all advertising creative development across all Sensis offices, from initial brainstorming, research, and messaging to digital and analog media production. Javier's strength lies in bilingual copywriting and his uncanny ability to create captivating brand narratives that engage, provoke, and convert audiences across cultures and languages through both traditional and digital means. His experience includes

clients looking to enter the multicultural market such as San Diego Gas & Electric, U.S. Army, and McDonalds, as well as clients working in the healthcare space including AltaMed, Anthem, Health Net, and the Department of Health and Human Services. Before joining Sensis, Javier previously worked for Hispanic-owned agencies such as Cruz/Kravetz: IDEAS and Castells & Asociados. Javier has overseen creative development and production for clients such as UCLA, Texas Tech, UCSF, Boston College, Washington State University, Cal State LA, and American Public University.

#### **Role and Responsibilities**

Javier will provide creative leadership and oversee advertising creative development for this project, from initial brainstorming, research, and messaging to digital and analog media production. He will utilize his 20 years of experience to lead the creative team in the development of unique and engaging media for this project.

#### Experience

#### Group Creative Director | Sensis | Los Angeles, CA

2007 - Present

Provides creative leadership and oversees all advertising creative development across all Sensis offices, from initial brainstorming, research, and messaging to digital and analog media production. Javier's strong brand work includes the AltaMed "Grow Healthy" campaign which he developed, San Diego Gas & Electric, Port of Los Angeles, OC Fair, UCLA Extension, U.S. Army, FDA Smokeless Tobacco Prevention Campaign, Sempra Energy, U.S. Department of Homeland Security, Cal State LA, and many more notable public and private clients.

#### Senior Copywriter | Cruz/Kravetz: IDEAS | Los Angeles

2005 - 2009

Wrote, edited and produced bilingual and English-only advertising/marketing content for radio, TV, print, outdoor, in-store POS, direct mail, brochures, FSIs, signage, coupons. Also, worked with Art Director to develop creative and brand strategies and directed radio productions and TV productions for Denny's Restaurants, Wellpoint (Blue Cross, Anthem, UniCare), El Pollo Loco Restaurants, H&R Block, IDT Financial, Activate Beauty and Telacris.

#### Senior Copywriter | La Agencia de Orci & Asociados

2005 - 2007

Wrote and produced bilingual and English-only TV, radio, print and direct mail for Verizon Long Distance, Verizon Corporate, CitiFinancial, Allstate Insurance, Honda and Splenda.



#### Copywriter | Castells & Asociados | Los Angeles

2004 - 2005

Wrote and produced bilingual and English-only TV, radio, print, outdoor, and direct mail campaigns, in-store POS, signage, FSIs and coupons for Comcast, McDonald's Restaurants, Time Warner Cable, LA Cable Co-Op, Safeway/Vons Supermarkets, Health Net, Knott's Theme Parks & Ryland Homes.

#### **Education**

| USC School of Cinematic Arts   Los Angeles, CA | 1994 – 1999 |
|--|-------------|
| M.F.A., Film-TV Production                     |             |

#### Princeton University | Princeton, NJ

1989 – 1993

B.A., English Literature and American Studies



#### DAVID GALVAN – CREATIVE DIRECTOR



Availability: 25%

David is a seasoned Creative Director with over fifteen years of experience in advertising and creative development. As Creative Director, David develops advertising materials across all mediums for his clients, continually striving for perfection for each individual client. David's tireless enthusiasm for creative design and production, deep understanding of audiences in both Mexico and the U.S., and encyclopedic knowledge of the cultural zeitgeist has made him an

invaluable asset to the company.

#### **Role and Responsibilities**

As the Creative Director, David will oversee the creative development of deliverables, working closely with the team to ensure all work is high quality, and follows all strategy and brand guidelines

#### **Experience**

#### Creative Director | Sensis | Los Angeles, CA

**2015 – Present** 

Develops various TV, radio, print, direct mail, outdoor, and online advertising for clients such as AltaMed, LA Anti-Tobacco Campaign, and Cal State LA, among others.

#### Assoc. Creative Director | Acento Advertising | Los Angeles, CA 2015 – 2016

Developed various TV, radio, print, direct mail, outdoor, and online advertising for clients such as Wells Fargo, California Tobacco Control Program, CenturyLink, and Northgate Markets.

#### Senior Art Director | Acento Advertising | Los Angeles, CA 2010 – 2015

Developed various TV, radio, print, direct mail, outdoor, and online advertising for clients such as Pixar, Toshiba, Wells Fargo, California Tobacco Control Program, Southern California Edison, Staples, Infinity Insurance, Cacique, Albertsons, and Health Net.

#### Art Director | Acento Advertising | Los Angeles, CA

2008 - 2010

Developed various TV, radio, print, direct mail, outdoor, and online advertising for clients such as Albertsons and Time Warner Cable.

#### Education

#### Universidad del Valle de Mexico | Mexico City, MX

1999 – 2003

B.A., Graphic Design



## LAURA GUERRERO – DIRECTOR OF CONTENT AND INFLUENCER MARKETING Availability: 26%



As a polished professional always one step ahead of the everchanging field of influencer marketing, Laura is a highly skilled public relations professional with over 4 years of experience in the PR industry including entertainment, lifestyle, hospitality, influencer + celebrity seeding, and more. Having initially come from the boutique retail sector, Laura's expertise lies in targeted celebrity wrangling, product seeding, event management, and brand recognition through focused talent and media outreach.

#### Role and Responsibilities

As the Director of Content and Influencer Marketing, Laura is responsible for overseeing all content creation and influencer marketing efforts. She communicates with client provide updates and new insights for the projects and works with the social media team to ensure all materials and efforts are in line with the developed strategy.

#### Experience

#### Director, Content & Influencer | Sensis | Los Angeles, CA 2020 - Present

Manage the planning and execution of successful social media and influencer campaigns, serving as the liaison between a brand/client and the right content creators and influencers. Oversee all social media and content efforts and work closely with the public relations team to align on maximizing amplification.

#### Account Executive | EFG | Los Angeles, CA

2017 - 2020

Provided public relations services including influencer and celebrity marketing, event management, media outreach, and brand expansion.

Manager | Lovebird Boutique and Jewelry Bar | Los Angeles, CA 2010 – 2014

Managed clients and oversaw daily operations at a premier boutique in Los Angeles.

#### Education

California State University – Northridge | Northridge, CA

2014 - 2016

B.A., Marketing and Communications



## GIORG YELA – DIGITAL DESIGN DIRECTOR Availability: 35%



As Digital Design Director, Giorg has more than 15 years of experience in the design field with clients in the government, medical, and entertainment industries. Giorg leads the development of creative initiatives with an expertise in digital design that generates behavior change—and an expertise in UI. He is well versed in concept designs, planning, and overseeing creative production, with a strong background in web and interactive design. Giorg works closely with the UX and development teams to assure creative content is

accessible on an array of devices with the most current technologies. Giorg's experience spans organizations like Sempra, AltaMed, the Cooperative of American Physicians website, SCALE Computing, University of California, San Francisco's Dementia Care Aware, and the U.S. Department of Agriculture.

#### **Role and Responsibilities**

Giorg will be responsible for design conception, planning and oversight of digital creative production. From web and interactive designs to large scale print and creative collateral, he works closely with the team to develop high-quality web and digital materials.

#### Experience

#### Digital Design Director | Sensis | Los Angeles, CA

**2013 - Present** 

Develops creative concepts for digital platforms, focusing on interactive and highly intuitive user experiences. Works closely with the development team to assure accessibility on an array of devices with the most current technologies while maintaining creative vision. Collaborates with Strategy, UX, Media, and Accounts teams to deliver, if not exceed client expectations.

#### Creative Designer | At Play Creative | Los Angeles, CA

2011 - 2013

Managed projects from conceptualization to completion. This involved organization of budgeting, documentation, and crew members. In the graphic design aspect, Giorg contributed art direction, layout design, and production of posters, flyers and any other promotional material.

#### Graphic Designer | Process | Los Angeles, CA

2010 – 2012

As Graphic Designer, Giorg executed graphic and interactive elements of iPad applications. He also updated and maintained websites and e-mail newsletters using WordPress, HTML, CSS, XML and PHP. Giorg executed a variety of print materials, ranging from flyer/poster prints and custom apparel to larger format applications for road and water vehicles.

#### Education

#### Santa Monica College | Santa Monica, CA

2006 - 2008

B.A., Interactive Media, Illustration and Design



#### SIERRA HAMM – UX DESIGNER Availability: 40%



Sierra is a passionate and enthusiastic illustrator with a wealth of UX design and research experience. As a UX Lead, she is responsible for producing a variety of UX deliverables including personas, user journeys, wireframes, and sitemaps. Sierra is well versed in developing UI designs, wireframes, and information architectures for government clients. Sierra maintains collaboration with her clients to ensure that all products meet the anticipated needs and expectations. She collaborates with the internal teams, such and

accounts, strategy, and development to establish an understanding of project goals and present deliverables to clients; clients include: the Centers for Disease Control and Prevention (CDC), Ocean Protection Council, Rawls College of Business at Texas Tech University, the Administration for Community Living, University of California, San Francisco's Dementia Care Aware, and others.

#### **Role and Responsibilities**

Sierra will be responsible for developing UX deliverables including personas, user journeys, wireframes, and sitemaps. Sierra is well-versed in developing UI designs, wireframes, and information architectures for clients across the nation in the public agency, healthcare, and retail verticals.

#### Experience

#### UX Designer | Sensis | Orange County, CA

2021 - Present

Produced and presented a variety of UX / UI deliverables including personas, user journeys, wireframes, landing pages, microsites, and sitemaps for various projects and clients. Collaborated with UX / UI, strategy, development, accounts, and other teams across projects to establish an understanding of project goals, client needs or restraints, and time

#### UX Designer | IFCreative

2021 - 2021

Created various screens for native mobile applications and web, focusing on UI design, copywriting, asset organization and creation, and branding consistency. Communicated effectively with clients, developers, and the design team for presenting deliverables and for the hand-off proc

#### UX Designer | Healthy Horizons

2020 - 2020

Research and Prototyper lead for a three week sprint to develop a website redesign for an international lactation service provider. Conducted a heuristic evaluation, user surveys, interviews, usability testing, and restructured information architecture

#### **Education**

#### Mt. San Antonio College | Walnut, CA

2020

A.A., Fine Arts



## VALERIA CALDERON – SOCIAL MEDIA COORDINATOR Availability: 60%



Valeria serves as a social media coordinator at Sensis, developing social media plans and for marketing and advertising campaigns that connect clients with key audiences. During her time with Sensis, Valeria has supported multiple campaigns targeting Hispanic audiences across various social media platforms. She has worked on social media campaigns for clients including USC Credit Union, Capital Metro, Chef Merito, Stephen F. Austin Hotel, Providence, and

more. Valeria is adept at monitoring key metrics and analytics to identify campaign progress and opportunities.

#### **Role and Responsibilities**

As Social Media Coordinator, Valeria is heavily involved in the social media content creation process, supporting the process of idea generation, content development and publication. She monitors client social media accounts and provides insights on social media performance.

#### **Experience**

#### Social Media Coordinator | Sensis | Los Angeles, CA

2022 - Present

Valeria works with our social media team to develop social media plans that support our digital campaigns. In addition, she develops a cadence for social media posting and assists in influencer managements and content development.

#### Social Media Intern | Sensis | Austin, TX

2022 - 2022

Supported the social media team with planning, development, and delivering content for various clients.

#### **Beauty Consultant | Target | Houston, TX**

2018 - 2022

Responsible for conducting in-store fulfillment of beauty department, audits, and ensures daily sale goals. Visual merchandising and responsible for creating holiday impactful in-store presentations. Experiences in various departments and roles such as online fulfillment, inbound, costumer services and strongly qualified for specialty rates. Delivered a creative proposal to drive and excel in beauty sampling events by creating multiple advertisements and creative strategy to the local Target store.

#### **Education**

#### Texas State University | Houston, TX

2019 – 2022

B.A., Advertising, Mass Communication/Media Studies



### PAULA ROBERTS - LOCAL OUTREACH OFFICER / OWNER

Availability: 20% / Immediate



As the hands-on owner of Aqua, Paula brings more than 30 years of experience working with governments and their stakeholders, with an emphasis on moving beyond access to inclusion for people in underserved and underrepresented groups. She has served as outreach project manager for more than 30 City of San Diego projects, impacting its many diverse neighborhoods. Her experience includes outreach for City Redistricting, dozens of Capital Improvements, and several planning

and policy measures. She regularly organizes and hosts small business networking events, is a featured speaker about public relations topics, including branding and websites, and was recently named a San Diego Local Small Business Owner of the Year by Alignable.com.

#### Role and Responsibilities

As Local Outreach Officer, Paula handles outreach strategy, local events, and materials for the project.

#### **Experience**

#### Owner and Principal | Aqua CEG | San Diego, CA

**2009 – Present** 

Owner of Aqua Community Relations Group, a full-service creative communications agency with refreshingly approachable public engagement as its mission. In addition to running the overall operations of Aqua, Paula serves as hands-on project manager, community liaison, and facilitator. Aqua's diverse team reflects the makeup of the region and works to support inclusion in the public process for people from all walks of life. Past projects include San Diego 2010 City Redistricting, capital improvement upgrades, emergency repair projects, water conservation programs, and regulatory compliance.

#### Public Engagement Lead | Met Council | Saint Paul, MN 2005 - 2008

Organized and managed workshops, courses, and public hearings for Comprehensive Plan Updates, Regional Water Supply Plan, Sewer Separation Program, Transportation and Transit Planning, Bicycle/Pedestrian Plan, SAFETEALU Compliance, transit fare increases. Mobility transportation upgrades, and parks and open space planning.

#### Comms. Dir.| Sweetwater Authority | Chula Vista, CA 1989 - 2004

Served on administrative leadership team as expert communications advisor and department head. Responsibilities incorporated conservation, safety and environmental compliance, emergency planning, and strategic planning. Represented agency to the media, wholesale agencies state association. Managed internal and external communications, staff events and recognition, media relations, school education, branding, website, awards, video productions, and annual reports.

#### Education

#### University of Phoenix | San Diego, CA

M.A., Organizational Management

#### Concordia University | St. Paul, MN

B.A., Organizational Behavior and Communications



### 5 FIRM CAPABILITY

#### 5.8 STRATEGY FOR SDPD'S MARKETING CAMPAIGN

With over a decade of law enforcement recruitment advertising experience, Sensis is proposing to launch a research-driven recruitment journey marketing program to best identify, engage, and recruit highly qualified candidates for the San Diego Police Department. We will develop and implement a targeted marketing plan and advertising campaign that reaches qualified, service-minded individuals and prompts them to consider law enforcement as a profession, seek further information about San Diego Police Department, and apply.

#### 5.9 STRATEGIES FOR RECRUITMENT

To ensure optimal outreach for the San Diego Police Department, we are proposing to use a five-pronged recruitment strategy that considers the predominant media trends and preferences of target audiences and remains flexible enough to be adjusted in response to ongoing campaign optimizations.



Our proposed recruitment program will include the Website Design, Print and Radio ads, and Social Media content included in your RFP scope of work. However, we are also recommending including additional elements, including digital ad development, implementation of a PSA program and earned media outreach to support retention. We highlighted two of our innovative strategies for recruitment for SDPD below:

#### **INNOVATIVE PSA PROGRAM**

Sensis is proposing San Diego Police Department utilize the California Broadcasters Association's PEP (Public Education Partnership) Program for SDPD recruitment advertising. The Federal Communications Commission (FCC) authorizes state broadcast associations to develop PEP programs in recognition of the unique relationship between the CBA and San Diego County and DMA TV and radio stations. This program allows agencies and organizations a viable and effective means of public education outreach utilizing the 200+ Radio and Television stations in San Diego.



San Diego radio and television stations provide broadcast time to the CBA. The CBA then offers this airtime to authorized agencies and organizations to run their campaigns at a discounted rate. When the campaign has ended, the stations provide reports on the date, time, and value of each spot. These reports are compiled and then submitted to the respective agency or organization as proof of performance.

Programs receive a 4:1 guaranteed return on all dollars invested, with delivered returns typically exceeding 10:1. This means that for every dollar invested with the CBA, the SDPD will receive a minimum of four dollars' worth of measured, premium TV and radio airtime in San Diego.

#### **APPLICANT PROJECTION MODEL (APM)**

Sensis has developed a proprietary model to project qualified applicants for law enforcement and military recruitment, based on 15 years of experience, data, and previous results, as well as industry benchmarks and studies. Our APM utilizes aggregated campaign performance data from similar law enforcement recruitment program (for LAPD, San Diego County Probation Department, North Las Vegas PD, Santa Ana PD, the U.S. Army, U.S. Coast Guard, etc.)

We will work with the SDPD during the Phase 1 Recruitment Marketing Strategic Plan development to develop and integrate a customized version of our Applicant Projection Model (APM), optimized to SDPD's unique recruit journey, to guide all SDPD campaign planning and project results.

#### 5.10 STRATEGIES FOR RETENTION

Sensis believes that marketing programs can play a significant role in supporting officer retention. We recommend launching several retention marketing activities for SDPD that leverage the strategies and content developed for recruitment to support retention.

Sensis will work with SDPD to develop a Retention Marketing Strategy based on the learnings from the internal survey, but our preliminary recommendations include the following retention tactics:

#### Branding and Messaging

- Positive Media Relations: Showcase positive stories, achievements, and community interactions involving officers.
- Internal Communication Campaigns: Celebrate officer achievements, milestones, and anniversaries to foster a sense of pride and belonging.

#### Feedback and Recognition:

 Officer Recognition Programs: Recognize and reward exemplary service, acts of bravery, and significant milestones.

Feedback Surveys and Exit Interviews:



 Use these tools to understand the reasons officers may consider leaving and develop strategies to address these concerns

#### 5.11 Types of Services to be Provided

The scope of work associated with planning, developing, and executing this successful recruitment and retention marketing and advertising program for the San Diego Police Department is detailed below:

#### PHASE 1

| Description                                   | Components   | Deliverables  |
|---|--|---|
| Research                                      | <ul> <li>Conduct survey of current<br/>SDPD officers (internal) and<br/>prospective SDPD officer target<br/>recruits (external)</li> <li>Survey development</li> <li>Survey launch / fielding –<br/>Internal &amp; External</li> <li>Survey data analysis</li> <li>Research Findings Report</li> </ul> | <ul> <li>Research Brief</li> <li>Survey Questionnaires</li> <li>Research Findings Report</li> </ul> |
| Recruitment<br>Marketing<br>Strategic<br>Plan | <ul> <li>Analysis of all market research data and findings</li> <li>Strategy development - distillation of research into SDPD recruitment strategy</li> <li>Tactical plan</li> <li>Schedule and timelines</li> <li>Applicant Projection Model (APM) and Measurement Plan</li> </ul>                    | <ul> <li>SDPD Recruitment<br/>Marketing Strategic<br/>Plan</li> </ul>                               |

#### PHASE 2

| Description               | Components  | Deliverables  |
|---------------------------|---|---|
| Recruitment<br>Strategies | <ul> <li>Refinement of research and campaign strategy into a creative brief</li> <li>Creative direction for SDPD recruitment ads</li> <li>Production of other SDPD recruitment ads for video and digital.</li> <li>PSA program implementation and management</li> </ul> | <ul> <li>Creative Brief</li> <li>SDPD Creative Concept</li> <li>SDPD video ads (:30 sec and :15 sec)</li> <li>SDPD digital ads – display banners</li> <li>SDPD paid search ads</li> </ul> |



## SENSIS

| •  |  |  |
|--|--|--|
|  |  | <ul> <li>SDPD job posting<br/>ads</li> </ul>   |
| Retention<br>Strategies                        | <ul> <li>Retention Marketing Strategy</li> <li>Internal Survey Findings Analysis and Recommendations</li> <li>Internal communication campaign development</li> <li>Officer recognition programs</li> <li>Engaging content creation</li> </ul>              | <ul> <li>Retention Marketing<br/>Strategy</li> <li>Internal Research<br/>Report</li> <li>Internal<br/>Communications<br/>Campaign materials</li> <li>Officer Recognition<br/>Program materials</li> </ul>  |
| Branding<br>Strategy                           | <ul><li>Slogan development</li><li>Tagline development</li></ul>   | <ul><li>Slogan</li><li>Tagline</li></ul>   |
| Print & Radio<br>Creative                      | <ul> <li>Suite of print materials production</li> <li>Radio / audio ad scripts</li> <li>Audio ad recording and production</li> </ul>   | <ul> <li>Print ads (2)</li> <li>Flyers (2)</li> <li>Booth banner design</li> <li>OOH ads (2)</li> <li>Radio scripts (2)</li> <li>Radio ads (4) – two ads in two lengths (:15 and :30)</li> </ul>   |
| Social Media                                   | <ul> <li>Produce videos</li> <li>Edit / extend videos into longer form</li> <li>Social Media Platform Strategy</li> <li>Social Media Editorial Calendar</li> <li>Social Media content production and publishing</li> <li>Social Media reporting</li> </ul> | <ul> <li>Videos (6)</li> <li>Social Media         Platform Strategy     </li> <li>Social Media Editorial         Calendar (12         months)     </li> <li>Social Media content         creation (4/mon)     </li> <li>Social Media         Performance Reports     </li> </ul> |
| Recruitment<br>& Training<br>Website<br>Design | <ul> <li>Design of 2 website design concept mockups</li> <li>Final website design mockup</li> <li>Template designs for interior pages</li> </ul>   | <ul> <li>Website Design         Concept Mockups (2)</li> <li>Final Website Design         Mockup</li> <li>Interior Template         Designs (4)</li> </ul>   |
| Recruitment<br>Ad<br>Development               | <ul> <li>Production of final UWPD<br/>recruitment ads across multiple<br/>media channels, including video,<br/>audio, digital, social, and print<br/>ads.</li> </ul>   | <ul> <li>Video ads</li> <li>Audio ads</li> <li>OOH / Print ads.</li> <li>Digital ads (multiple sizes)</li> <li>Social media ads</li> <li>Search text ads</li> </ul>  |



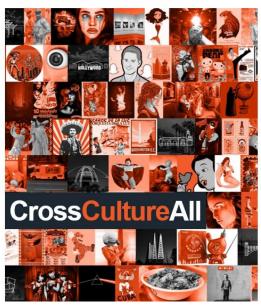
#### SENSIS

| Paid Media<br>Planning &<br>Buying | <ul> <li>Integrated paid media planning<br/>and buying.</li> <li>Media trafficking. Media campaign<br/>launch, management,<br/>optimization, and reporting</li> </ul>   | <ul><li>Media Plan</li><li>Monthly Media</li><li>Performance Report</li></ul> |
|------------------------------------|---|---|
| Measurement & Tracking             | Defining campaign measurement<br>"key performance indicators."<br>Implementation of customized<br>web-based reporting dashboard<br>using ChannelMix. Monthly cross-<br>media campaign performance<br>reporting. | <ul> <li>KPI dashboard</li> <li>Monthly Activity Reports</li> </ul>           |

#### **5.12 S**ENSIS

Sensis is an integrated cross-cultural marketing agency specializing in law enforcement recruiting and public service advertising.

### SENSIS



Integrated cross-cultural marketing agency

#### **Background**

- Advertising, PR and Digital Agency
- 153 employees, 70% diverse
- \$58M in revenue (est. 2022)
- 25 years in business
- Largest independent, 100% minority-owned agency in U.S.
- Offices in Los Angeles, Austin, DC, and Atlanta

#### **Awards**





















#### 5.13 AQUA COMMUNITY RELATIONS



Aqua Community Relations Group is a small, woman-owned, full-service community relations firm located in San Diego, CA. Aqua offers public

outreach and engagement consulting, in-house graphic design, and meetings facilitation. Services also include media relations, photography, video production, print design, websites, content, editing, and social media.



#### Qualifications

After decades providing communications at utilities, planning agencies, and municipalities, Aqua's team understands and values public service. Aqua is highly involved in the small business community, and they monitor trends and techniques to offer clients creative solutions. Aqua's unique experience also includes worker safety, regulatory compliance, and conservation programs; they literally understand working in the trenches!

#### **Services**

- · Community relations consultation and public engagement
- Professional communications planning
- Situation and stakeholder analysis
- Multilingual, cultural and ethnic group engagement
- Online and social media, surveys and polling
- Public information campaigns and public education
- Media relations, press releases and media kits
- Reputation and brand management
- Crisis communications and emergency response
- Identity packages, graphic and web design, content creation
- Still and video photography, writing and editing
- Facilitated meetings, workshops and special events

#### **Select Clients**

- City of San Diego
- SD County Water Authority
- MWD of Southern California
- City of Carlsbad
- Otay Water District
- Orion Construction
- Michael Baker Intl.
- Rick Engineering
- Teichert
- Dudek



# 5.14 AQUA SMALL & EMERGING LOCAL BUSINESS CERTIFICATION





# 5.15 SIMILAR WORK SAMPLES

# 5.15.1 LOS ANGELES POLICE DEPARTMENT MARKETING & RECRUITMENT ADVERTISING

The city of Los Angeles' increasingly multicultural and idealistic Gen Z population did not see themselves or their values reflected in the LAPD, which has, in turn, hindered recruitment efforts. To address this, the LAPD hired Sensis to develop recruitment tactics that better target this younger, more diverse candidate pool.



#### **OBJECTIVES**

- Recruit and hire 100 African-American sworn officers annually
- Recruit and hire 195 female sworn officers
- Improve effectiveness of LAPD's overall recruitment marketing effortsDevelop an authentic message highlighting the importance of inclusivity for the LAPD
- Significantly increase recruitment pipeline of new officers

#### **S**OLUTIONS

Sensis conducted an audit of existing recruitment materials and developed a new strategic messaging platform that anchored a digital outreach campaign leveraging Facebook, Digital Display, Search Advertising, landing pages, and targeted creative. Additionally, Sensis provided digital analysis, media optimization, and CRM management consultation to reduce lead attrition through the recruitment process.



Leveraging research-based insights Sensis created and implemented a data-driven, 360-degree campaign targeting African American and female audiences. The campaign included paid search, display, and social media advertising, as well as earned media, radio, streaming video, and PSAs.

#### **O**UTCOMES

Our initial targeted campaign ran for four months and was able to generate strong results:

42.1 million impressions



# SENSIS

- 166,200 landing page visits and 16,099 MyLAPD recruitment website visits
- 1,247 applications and the most diverse LAPD recruitment class ever

















Sensis is continuing to work with LAPD to increase their recruitment pipeline with a new campaign that launched in 2022 and is currently in market.

## 5.15.2 SAN DIEGO COUNTY PROBATION RECRUITMENT ADVERTISING





Sensis is currently supporting the San Diego County Probation Department with a research-driven recruitment and marketing campaign. Sensis is developing a campaign to identify, target, and recruit

qualified highly skilled candidates for sworn and non-sworn positions with the Probation Department while centering diversity and inclusion in our efforts to expand the department's workforce.

#### **OBJECTIVES**

- Increase the number of probation department recruits across key areas of California, Nevada, Arizona, and New Mexico
- Promote current department programs, such as the Customer Service Initiative
- Rework existing recruiting methods to better reach potential candidates.



#### SOLUTIONS

Sensis is utilizing a research-driven recruitment journey model to best identify, engage, and recruit highly qualified candidates for San Diego County Probation Department. We have developed and implemented a targeted marketing plan and advertising campaign that reaches qualified, service-minded individuals and prompts them to consider law

enforcement as a profession, seek further information about San Diego County Probation Department, and apply.

We are currently monitoring results and data analytics to ensure that campaign messaging is resonating with key target audiences, adjusting media placements and messaging to optimize results.

Our campaign work has included market research and analysis, creative and brand development, video, and photo production, UX design, and earned media (via social media and public relations outreach).



#### **OUTCOMES**

Our campaign for San Diego County Probation Department recently launched, and initial results are strong, including significant engagement on the campaign microsite, increased applications, and strong ad-level performance.



# SANTA ANA POLICE DEPARTMENT RECRUITMENT **ADVERTISING**

The Santa Ana Police Department (SAPD) selected Sensis to implement a recruitment campaign. Sensis centered the campaign around the tough questions about the challenges faced by police officers. The concept worked since it honored the SAPD's challenging work, set a high bar for applicants to strive toward, and celebrated the unmistakable character, integrity, honesty, and professionalism of its officers. This project had a

budget of \$150,000 and took place from March 2017 to

December 2018.

#### **OBJECTIVES**

- Drive qualified leads and lateral transfers into the Santa Ana Police Department
- Position SAPD as "community guardians" by building trust between the Santa Ana community and law enforcement, and uphold the honor and legacy of the SAPD

## SOLUTIONS

Sensis developed and implemented a multimedia marketing campaign, which included development and execution of outdoor, print, digital (display, paid search), social media content (LinkedIn, Facebook, Twitter), and a web page to drive qualified leads. In addition, Sensis leveraged several recruitment advertising partners that enhanced the SAPD's digital/print presence and increased awareness of available career opportunities to drive qualified applications. Online recruitment partners included Glassdoor, Monster, and LinkedIn.

#### **O**UTCOMES

Through our recruitment efforts, we helped build trust

between the Santa Ana community and law enforcement, positioning SAPD officials as

"community guardians." By leveraging recruitment partners, we increased awareness of career opportunities. Our campaign efforts drove 37 new hires to join the SAPD, at a total cost of \$3,242 per new hire.





We need exceptional individuals to police a dynamic community



27



### 5.15.4 TEACH.ORG NATIONAL TEACHER RECRUITMENT CAMPAIGN

Though teachers serve an essential purpose in the development and maturation of all the children they work with, the profession is often dismissed as a menial, temporary job that pays little and receives little credit. As



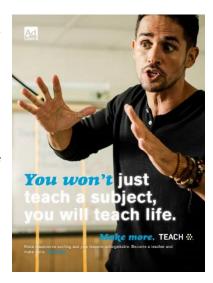
a result, many communities have historically lacked good teachers who can serve as ideal role models for their students, and especially good teachers who represent the communities they serve. Teach.org, founded by the U.S. Department of Education, was seeking to increase recruitment of diverse individuals into becoming teachers and enhancing the overall perception of the profession.

#### **CHALLENGES**

- Enhance the perception of a job historically considered menial and unimpressive
- Recruit talented individuals who reflect the very communities they serve

#### **S**OLUTIONS

Sensis conducted market research to define target audience personas and uncover career insights and motivators of GenZ and Millennial job seekers and their perception of the teaching profession. Based upon that proprietary research, Sensis developed a series of TV/Video Public Service Announcements and Broadcast radio commercials highlighting the benefits of a teaching career.



#### **O**UTCOMES

Our campaign increased digital traffic to Teach.org and requests for information about paths to becoming a teacher rose by 23% in January 2021 over January 2020.



#### 5.15.5 NORTH LAS VEGAS POLICE DEPARTMENT

Sensis is currently working with the North Las Vegas Police Department on a research-driven recruitment and marketing campaign to identify, engage, and recruit highly qualified candidates for NLVPD. Our strategy is focused on creating targeted advertising that reaches qualified, service-minded individuals across Nevada and nearby states, to reach a goal of 30-35 new cadets prior to the start of each academy's calendar year.



#### **OBJECTIVES**

- Meet goal of hiring 150 new sworn police officers over the 2-year contract period
- Create targeted messaging to reach key audience groups, notably including female candidates and college students.
- Fill up to 150 positions within an aggressive 18–24-month timeframe.
- Recruit lateral transfers of officers from other law enforcement agencies.

#### **SOLUTIONS**

Sensis is utilizing our five-pronged recruitment strategy for NLVPD recruitment advertising. Our campaign includes a variety of tactics, including digital, print, radio, web SEO, search, direct mail, digital outdoor, social media, and grassroots efforts.

#### **O**UTCOMES

The NLVPD recruitment campaign recently launched, and results are in the early stages. Early results are promising, including a significant increase in applications.











#### 5.15.6 U.S. COAST GUARD ACADEMY

Sensis worked with the USCGA for 5 years as their advertising agency of record, helping the Academy update and reposition their brand, modernize and digitize their enrollment marketing,



and increase the number of underrepresented minorities (URMs) graduating from the institution.

- Targeted high school students of under-represented backgrounds and relevant influencers.
- Led 12 different recruitment advertising campaigns over a five-year period.
- Developed a new brand for the USCGA that conveyed the unique humanitarian and experiential focus that makes it a college experience unlike any other.

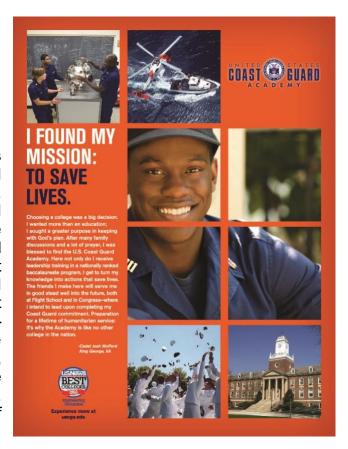
#### **OBJECTIVES**

- Drive Coast Guard recruitment and emphasize the importance and uniqueness of the Coast Guard in relation to other branches of the military.
- Improve diversity among the ranks of the Coast Guard to make recruits more representative of the multicultural populations they served.

#### **S**OLUTIONS

Our recruitment advertising campaigns prioritized reaching hard-to-recruit youth audiences of high priority to the Academy, including Hispanic, African American, and female scholar-athletes.

Sensis executed several advertising campaigns for the Academy designed to reach high school student target prospects and their influencers. Marketing activities in these efforts included account planning and strategy, creative development, as well as media planning and buying for digital, outdoor, radio, TV, and print media in both the general market and multicultural markets. Our recruitment advertising campaigns prioritized reaching hardto-recruit youth audiences of high priority to the Academy, including Hispanic, African American, and female scholar-athletes. In addition, we developed a social media outreach program, created personalized landing pages, a series of







emails, and direct mail pieces that connected applicants to the Academy through a personalized approach.

The campaign was firmly rooted in a strategy of using digital video and display media to drive awareness, supported by paid search to drive action. We developed digital collateral that included digital display banners, rich executions for interstitials and wallpaper ads running on sites such as BET and ESPN, streaming audio spots running through major online radio sites such as Pandora,

and video spots on sites such as YouTube and Hulu.

# **O**UTCOMES

Our work resulted in an optimized and diversified student enrollment funnel framework, including marketing benchmarks and KPIs such as cost-per-inquiries, cost-per-application start, cost-per-completed applications, and cost-per-enrollment.

- Drove an annual 22% increase in overall applications.
- Surpassed objectives to provide 140 qualified applicants and an average of 29 appointments per year.
- Increased African American enrollment by 58%





# 5.16 PROGRESS REPORTS & PERFORMANCE MEASUREMENTS TO BE PROVIDED

Sensis will provide SDPD with progress and performance measurement reports in two ways:

# Weekly, Monthly, and Quarterly Status Reports (Word files delivered via email)

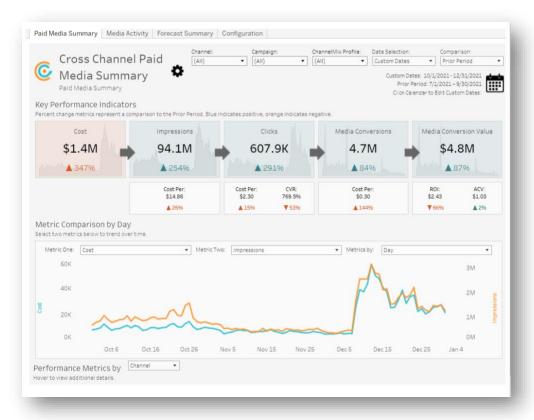
Samples of our Online Marketing Performance Reports



# **Digital Media Reporting Dashboard**

Sensis has developed an innovative performance metrics framework and platform that will provide SDPD with easy access to real-time data to inform constant optimization of all marketing program elements.

Sensis will provide SDPD with online access to a customized instance of our ChannelMix digital media reporting platform for all campaign performance reports. Built on Tableau, our KPI Dashboard integrates data via API from multiple marketing program sources, providing SDPD with a single view of digital marketing campaign performance, across all stages of the recruitment journey and multiple campaign efforts. We will provide SDPD with 24–hour access to our online reporting platform, ChannelMix, which is updated on the cadence provided by the media partners – typically daily for digital.



ChannelMix pulls all our paid media performance data into one platform – one that our clients can see anytime they desire. The platform will allow SDPD to adjust the delivery metrics based on dates, media channel and other requirements. It can also be populated with client data points to show results and performance based on business data (such as leads, inquiries, enrollments, revenue, etc.)

# 5.17 REFERENCES

| Los Angeles Police Department |  |
|-------------------------------|--|
| Contact Information           | Lennon Cooper                                      |
|                               | Recruitment Analyst                                |
|                               | City of Los Angeles Personnel Department / LAPD    |
|                               | 100 W 1st St                                       |
|                               | Los Angeles, CA 90012                              |
|                               | (213) 473-9396                                     |
|                               | lennon.cooper@lacity.org                           |
|                               |  |
|                               | Captain Aaron McCraney                             |
|                               | Police Captain, Recruiting and Employment Division |



| 100 W 1 <sup>st</sup> St |
|--------------------------|
| Los Angeles, CA 90012    |
| 213-842-0979             |
| 30183@lapd.online        |

| Teach.Org           |   |
|---------------------|---|
| Contact Information | Zachary Levine<br>2443 Fillmore St 380-9883<br>San Francisco, CA 94115-1814<br>(650) 394-6029<br>zlevine@teach.org  |
| Project Overview    | Advertising & Recruitment Campaign Dates of Service: 03/2020 - Present Cost of Service: \$200,000   |
| Project Scope       | Sensis was selected by Teach.org to increase recruitment of diverse individuals into becoming teachers and enhancing the overall perception of the profession. To accomplish this, Sensis has conducted research and development various PSAs and radio commercials to highlight the benefits of a teaching career. |

| San Diego Gas & Electric |   |  |
|--------------------------|---|--|
| Contact Information      | Rick Janke  |  |
|                          | Web & Research Manager (Now retired)  |  |
|                          | 8306 Century Park Court   |  |
|                          | San Diego, CA 92123   |  |
|                          | 858-650-4180  |  |
|                          | rjanke@semprautilities.com  |  |
|                          | Digital Advertising Campaigns   |  |
| Project Overview         | Dates of Service: 08/2008 – 07/2018   |  |
|                          | Cost of Service: \$30,000,000   |  |
| Project Scope            | Sensis has planned, designed, and launched 87 different digital advertising campaigns for SDG&E. These campaigns have included energy efficiency campaigns, safety campaigns, low income support, and customer education campaigns. |  |