

## **Equity Researcher (RFQ) - Research Consultants Needed for CJF Southern Border Coalition**

The San Diego State University Research Foundation (SDSURF) is the Regional Convener and Fiscal Agent for the Southern Border Coalition. They are seeking proposals from qualified consultants who have experience in using an equity lens in analyzing existing systems, policies, and processes. The objective is to develop and successfully integrate equity and inclusion within the development of a comprehensive regional plan. This involves facilitating constructive community engagement and involvement around equity, inclusion, wealth building, and related economic and community development topics.

### **I. Overview**

California Jobs First (CJF), formerly CERF-Community Economic Resilience Fund, is a State investment to support inclusive regional planning and the development of high-priority economic development projects that benefit disinvested communities, create high road jobs, and transition the region to a net-zero emission economy.

The CJF Program defines Disinvested Communities as: 1) Census tracts identified as 'disadvantaged by the California Environmental Protection Agency; or 2) Census tracts with median household incomes at or below 80 percent of the statewide median income or with the median household incomes at or below the threshold designated as low-income by the Department of Housing and Community Development's list of state income limits adopted pursuant to Section 50093 of the California Health and Safety Code; or 3) 'High poverty area' and 'High unemployment area' as designated by the California Governor's Office of Business and Economic Development California Competes Tax Credit Program; or 4) California Native American tribes as defined by the list maintained by the Native American Heritage Commission.

The program's objectives are to 1) promote equitable and sustainable economic development, 2) support inclusive economic planning that prioritizes equity, job quality, and sustainability, and 3) align and leverage federal and state funding to maximize economic resilience.

More information on the CJF Program can be found by reviewing Section 14531 of the Unemployment Insurance Code and the CERF grant solicitation.

The CJF Southern Border Coalition's mission is to develop a comprehensive economic recovery and transition plan that, per Section 14531 of the Unemployment Insurance Code, addresses essential elements of a high road strategy, including economic diversification, industry planning, workforce development, career pathways for individuals with formal education totaling less than a two-year degree that leads to high road jobs, and the identification and integration of current or supplemental safety net programs. The development of the regional plan is guided by the Bylaws. The current approved bylaws can be found at <https://sbcerf.sdsu.edu/>.

This regional plan shall include industry cluster and labor market analysis, with actionable research and consultation with Coalition and community members, and expert research institutions. The plan shall prioritize the creation of high-quality jobs and equitable access to them, and emphasize, where possible, the development of sustainable and resilient industries, such as renewable energy, energy efficiency,

carbon removal, zero-emission vehicles, advanced manufacturing, agriculture and forestry, and climate restoration and resilience.

When completed, the plan is intended to support high-road jobs, an inclusive transition to a net-zero economy, and empower and uplift disinvested communities by fostering equity and creating sustainable opportunities for growth. The plan will be co-developed with diverse stakeholders throughout the process, account for sub-regional and inter-regional dynamics, and build on existing regional and/or subregional economic development plans and strategies as appropriate. Hyperlocal data, oral histories, and other research methodologies historically excluded from local planning processes will be brought into the research and/or plan development process. Relevant existing data and data drawn from prior studies, especially information related to disinvested communities, that is accurate will be identified and, as appropriate, will be included.

SDSURF is requesting proposals from experienced equity consultants qualified to deliver the work outlined in this solicitation.

## **II. Scope of Work and Expected Outcomes**

### **II A. Scope of Work and Specification of Services Required**

1. Review and Recommend (33%)
  - a. Review, evaluate, and make diversity, inclusion, and equity recommendations on the systems, policies, and processes being used to develop the regional plan, the content in the regional plan, and the implementation of the regional plan.
  - b. Evaluate and provide recommendations on data visualizations, data dashboards, and other technology and methods for increasing community ownership of the process, plan, and outcomes.
  - c. Facilitate and/or support the chair of the Coalition's two subregional stakeholder committees on diversity, inclusion, and equity.
  - d. Facilitate discussions between traditional researchers, sector leads, subregional and regional task groups, other Coalition members, and community members. The purpose of these discussions is to ensure an inclusive and respectful engagement process that recognizes and mitigates the challenges faced by historically disinvested community members, groups, and organizations serving those communities and groups.
  - e. This work will be ongoing throughout the contract period.
2. Research (33%)
  - a. Develop a proposed plan to ground truth data, findings, and recommendations in Part I and II of the Regional Plan. Once approved, assist the Coalition in implementing the plan.
  - b. Identify gaps in data and research in the proposed Regional Plan
  - c. Identify gaps in engagement related to sectors, geographic areas, and stakeholder groups with high representation of disinvested community members.
  - d. Identify ways to fill gaps in data, research, and engagement.
  - e. A majority of this work will be completed during January through April.
3. Training (34%)

- a. Provide training, mentoring, and support to the Subregional and Regional Task Groups, in evaluating and developing policies and approaches to developing the plan.
- b. Increase the skills for better interaction between Coalition partners to ensure an inclusive process.
- c. A majority of this work will be completed during January through March.

## II B. Expected Outcomes and Deliverables

1. Within 30 days, the consultant will provide a written assessment of and make a presentation on the current plan development process, identify gaps, and make recommendations on how to address those gaps.
2. The consultant will attend at least two listening sessions on the content of the Regional Plans, at least four subregional and two regional task group meetings, and provide updates to both Sector Leads and Co-conveners on a weekly basis. The task group meetings and the updates may be attended via an online conferencing platform.
3. The consultant will be available for at least six Zoom-based office hours where Coalition members can ask questions and provide feedback.
4. Any and all information collected under this contract shall be made available to the Coalition.
5. Data developed during the contract will be provided via Excel documents, or any other format requested by SDSURF. Data shall be entirely sourced, with the data's dates identified in writing. More than simply hyperlinking to a technical research page will be required but may be a supplementation to a written description. Each data chart should be fully labeled and sourced. Definitions used for the data presented should be provided.
6. Assist the Task Groups, made up of the 52 community-elected Sector Leads, to vet the study methodology to ensure misconceptions, inappropriate generalizations, and inaccurate collection models are not amplified and brought into the regional planning process.
7. Review and make recommendations on community engagements deliverables from the researchers for the Regional Plan, including but not limited to 1) slide decks summarizing their research approach and key findings, 2) a 2-pager summarizing their research approach, key steps and research highlights and 3) video explaining their research approach and research highlights; SDSURF will support creation of the video. These materials will be used in the Coalition meetings and posted on the Coalition website in multiple languages.

## II C Terms of Agreement

The research agreement will continue through July 1, 2024. The contract term may be extended, upon mutual agreement of both parties, for additional research needs. Either party may terminate the agreement with a 30-day written notice.

## II D. Cost Breakdown of Services

The maximum budget for the Equity Consultant contract is \$200,000.

### **III. Instructions to Prospective Candidates**

#### **III A. Proposal Narrative Structure**

Responses to this RFQ shall include the following Section Headings. Each section must conform to the noted limitations. The proposal narrative should be submitted as a single PDF document.

Section Headings:

1. Organization / Individual - Qualifications and experience in working with disinvested communities. Section limit - 3,000 characters with spaces (~1 page)
2. Organization / Individual - Qualifications and experience in place-based socio and demographic research. Section limits - 3,000 characters with spaces (~1 page)
3. Approach to assessments, reviews, and analyses, including a list of key tasks and a work plan. Section limits - 3,000 characters with spaces (~1 page)
4. Samples of previous work, including published reports from previous projects. Section Limit - Up to 5 examples and/or linked reports
5. Capacity to meet project deadlines. Section Limit - 250 characters with space (~2 sentences)
6. A statement confirming that the proposed activities and research will include both San Diego and Imperial County Subregions. Section Limit - 250 characters with space (~2 sentences)

#### **III B. Budget Narrative**

The proposal budget should be submitted separately from the proposal narrative and should provide enough detail for SDSURF to understand how the funds will be spent to achieve Scope of Work. Budget items shall include each of the following. If the category of funding will not be used, indicate this by placing a "0" by the item.

Staff Salary Total

Staff Benefit Total

Staff Travel Total - out-of-state travel is not a permitted use of the funds.

Operating Expenses

Equipment / supplies

Subconsultants

Indirect / Admin Costs

#### **III C. Questions About This RFQ**

Questions regarding this RFQ or SDSURF can be directed to Purchasing Manager, Charla Mullen at [cmullen@sdsu.edu](mailto:cmullen@sdsu.edu) or 619-594-3413. The deadline to submit questions is 3:00 PM PST on Monday, February 12, 2024.

### III D. Proposal Submission and Deadline

Proposals must be submitted by 3:00 PM PST on Monday, February 19, 2024 and should address each of the evaluation criteria below.

### III E. Evaluation and Selection Process

#### Scored Sections

1. (Maximum points possible = 35) Qualifications and experience of the organization/individual and experience working with disinvested communities, knowledge of how community engagements work to build consensus to advance development projects, and specific knowledge about the San Diego and Imperial Community-Based Organizations community.
2. (Maximum points possible = 20) Qualifications and experience of the organization/individual and experience in place-based socio and demographic research on disinvested communities.
3. (Maximum points possible = 20) Technical approach to assessments, reviews, research, and analyses, including a list of key tasks and a work plan.
4. (Maximum points possible = 15) Samples or links to published reports from previous projects.
5. (Maximum points possible = 10) Price proposal

#### Pass / No Pass Criteria

1. Capacity for the consultant to meet project deadlines
2. Confirmation that consultant research will cover both San Diego and Imperial County Subregions

### III F. Final Selection Date

Selections will be made, and the chosen consultant will be notified 7 business days from the submission deadline, with the selected candidate commencing service delivery within 10 business days from notification of selection made.

### III G. SDSURF Contracting Requirements

Upon selection of a consultant, the terms set forth in this RFP are to be embodied in a definitive written Contract containing such additional covenants and other provisions as may be mutually acceptable.

SDSURF contemplates that, in addition to the terms described in this RFP, the final Contract between the SDSURF and the selected consultant will include, without limitation, the following principal terms:

1. Term: The contract term will continue through July 1, 2024. Either party may terminate the agreement with a 30-day written notice.
2. Warranties and Representations: The consultant will warrant and represent that the consultant and the consultant's personnel possess such expertise, experience, and resources to provide the services required under the Contract in a diligent, timely, and professional manner consistent with the highest standards of the industry.

3. **Equipment, Tools, Supplies:** The consultant will supply all equipment, tools, supplies, offices, personnel, instrumentalities, transportation, support services and insurance required to perform the Services under the Contract.
4. **Representation of Others:** consultant will advise SDSURF of any 3rd party engagements for services which may conflict with activities or objectives of this Contract and shall take precautions to ensure that such conflict does not impede the performance and delivery of services under this Contract. However, SDSURF will retain the right, in its sole discretion, to terminate the Contract upon written notice if, in SDSURF's sole opinion, any potential or actual conflict cannot be immediately resolved or will in any way compromise or adversely affect the performance of contractual requirements.
5. **Independent consultant Status:** consultant will be an independent consultant and shall perform as such.
6. **Compliance with Laws:** consultant will comply with all applicable federal, state, and local laws, regulations as required for the services rendered.
7. **Conflict of Interest:** consultant will agree to comply with the provisions of SDSURF's Conflict of Interest Code ("Code") and file all reports required by the Code. A copy of the Code will be provided upon request.
8. **Indemnity Obligations Of consultant:** To the fullest extent permitted by law, the consultant will agree to protect, indemnify, defend and hold SDSURF, its officers, employees, agents and representatives and each of their successors and assigns (the "Indemnities") entirely harmless from and against any and all claims, actions, demands, proceedings, liabilities, damages, judgments, fines, penalties, settlements, costs and charges, including, without limitation, attorneys' fees and expenses, arising directly or indirectly from or in connection with (a) any breach of the Contract (b) any actual or alleged negligent act, negligent error or omission, intentional misconduct of, or violation of any law by consultant, the consultant's employees, subconsultants, agents, representatives or assigns (collectively, the "consultant's Agents") in the performance or non-performance of the professional services required to be performed by the consultant under the Contract; or (c) SDSURF's enforcement of its rights under this indemnity provision. consultant will agree that its obligations under this indemnity will survive the expiration or termination of this contract. In the event both SDSURF and the consultant are named as defendants in the same civil action, and that a conflict of interest exists between the parties, consultant will agree to provide, at its own cost, independent counsel for SDSURF. However, SDSURF may retain its own independent counsel at its option.
9. **Insurance Obligations of consultant:** The consultant will agree to provide and keep in full force and effect during the term of the contract, at the consultant's own cost and expense, the following insurance policies for the joint benefit of the consultant and SDSURF, with an insurer acceptable to SDSURF:
  - Comprehensive automobile liability insurance covering owned, leased, hired and non-owned vehicles with at least One Million Dollars (\$1,000,000) combined single limit.
  - Commercial general liability insurance with a general aggregate limit (other than products/completed operations) of at least Two Million Dollars (\$2,000,000); at least One Million Dollars

(\$1,000,000) personal and advertising injury limit; at least One Million Dollars (\$1,000,000) premises and operations limit; at least One Million Dollars (\$1,000,000) each occurrence limit.

- Professional liability insurance with a general aggregate limit of Two Million Dollars (\$2,000,000); with a limit of at least One Million Dollars (\$1,000,000 per claim).
- Excess insurance in the minimum amount of One Million Dollars (\$1,000,000) over and above the limits set forth above.
- Workers' compensation coverage as required by law, together with employer liability coverage with limits of not less than One Million Dollars (\$1,000,000) per occurrence.

The consultant will, upon request, provide SDSURF with certificates of insurance evidencing its compliance with the coverage requirements set forth above. Each such policy will be primary and non-contributing with respect to any other insurance maintained by or available to SDSURF.

10. Termination at Will: The Contract may be terminated by SDSURF upon thirty (30) days' written notice to the consultant. In addition, the Contract may be terminated:

- i. Default by consultant. The Contract may be terminated by SDSURF on seven (7) days' written notice to the consultant in the event the consultant is in default under any of the provisions of the Contract
- ii. Automatic Termination. The Contract will automatically terminate on the occurrence of any of the following events:
  - Bankruptcy or insolvency of either party
  - Sale of the business of either party
  - Failure to comply with federal, state, or local laws, regulations, or requirements with respect to services being rendered or
  - Expiration of the Contract

11. Ownership of Documents: All work product and instruments of the Specifications ("Work Product") and all rights thereto in the nature of copyright, trademark, patent, and rights to ideas will be assigned to, and will become the property of SDSURF whether or not the work is completed. In the event of termination of the Contract, or abandonment or suspension of work performed under the Contract, all Work Product and all such rights thereto existing as of the date of such termination, suspension or abandonment will be assigned to, and will become the property of SDSURF as of such.

Regional planning process data and research results, including planning documents, will be made publicly available and accessible for a minimum of five (5) years. Community members may use such data and research results for educational and research purposes and as necessary to seek private and public funds that will benefit the region. Community members, educational and non profit institutions may use such data and research results for educational and research purposes and to seek private and public funds that will benefit the region without a subscription, prior consent of the owners of data, or having to demonstrate the proposed use of the data.

12. Confidentiality and Publicity: consultant will retain all confidential information in the strictest confidence and will neither use it nor disclose it to anyone without the prior written consent of SDSURF. SDSURF will retain the right to enjoin any unauthorized disclosure in an appropriate court of law. consultant will not issue any public announcements concerning SDSURF without the prior written consent of SDSURF.

13. Nondiscrimination: During the performance of this Contract, consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, sex, or sexual orientation. consultant will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.) and applicable regulations promulgated thereunder.

14. Assignment/Subcontracting: Assignment -- The consultant will not assign or transfer its interest, in whole or in part, under the Contract, without the written consent of SDSURF, which consent may be granted or withheld in the sole and absolute discretion of SDSURF. Subcontracting -- The consultant may subcontract with other qualified firms or individuals as required to complete all, or a portion of, the Services, subject to the approval of SDSURF.

15. Audit: SDSURF reserves the right to have an independent audit conducted of consultant's compliance with the terms of this Contract, if SDSURF believes that such an audit is necessary to ensure confidentiality, financial and/or program accountability or integrity. In addition, consultant agrees to cooperate with auditors or investigators authorized to audit the activities of SDSURF. consultant further agrees to cooperate with SDSURF and provide information that SDSURF may need to defend any legal challenges that may be made to the services engaged in by consultant.

16. The consultant's opinions on the Coalition's approach to equity and the Coalition's functionality will not be binding on the Coalition, as the Coalition through its subregional and regional task groups must make its own independent assessment.

#### 17. General Provisions:

i. Force Majeure. Neither party will be deemed in default of the Contract or any provision hereunder to the extent that any delay or failure in the performance of the obligations of such party (other than the payment of money) results from any significant and material causes beyond its reasonable control and without fault or negligence by such party. Examples of such causes include, but are not limited to:

- Acts of Nature or public enemy
- Acts of the government in either its sovereign or contractual capacity
- Fires
- Floods
- Epidemics
- Quarantine restrictions
- Strikes
- Embargoes
- Earthquakes
- Unusually severe weather

ii. Governing Law. The Contract will be governed by the laws of the State of California without giving effect to its principles of conflict of laws.

iii. Attorneys' Fees. In the event either party institutes any action or proceeding against the other party relating to the Contract, the unsuccessful party in such action or proceeding will reimburse the successful party for its disbursements incurred in connection therewith and for its reasonable attorneys' fees as fixed by the court. In addition to the foregoing award of attorneys' fees to the successful party, the successful party in any lawsuit on the Contract shall be entitled to collect or enforce the judgment. This provision is separate and several and shall survive the merger of the Contract into any judgment on the Contract.

iv. Arbitration. Any question, claim or dispute arising out of or in connection with this Contract more than Five Thousand Dollars (\$5,000.00) shall be referred to binding arbitration, except with respect to disputes regarding breaches of confidentiality. Such arbitration shall take place before a single arbitrator in the City and County of San Diego, and shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. The arbitrator will be bound to apply legal principles in accordance with California law. By agreeing to this arbitration clause, neither party waives applicable defenses or immunities available to it under California law. Any arbitration demand made under this clause must be made no later than one year from the expiration or termination of the Contract. The cost of the arbitration shall be borne equally by the parties, each party to pay its own fees and costs. Disputes of Five Thousand Dollars (\$5,000) or less shall be handled in Small Claims Court in the City and County of San Diego.

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