



Request # WCP20-038
(assigned by OMB)

CITY OF PITTSBURGH
REQUEST FOR WAIVER OF COMPETITIVE PROCESS

Contract Title: Nth Party, Inc SOW

Contract Description: Creation of an employer Contributed Data Template for Pittsburgh

Contract Duration: December 1, 2020-November 30, 2021

Requesting Department: Office of Equity Contract Type: _____

Requests for exemption must be based on one or more of the categories listed in City Code 161.02B located here:

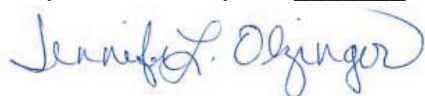
Please list all category numbers that apply (see page 2) Sole source

Justification:

Nth Party created a brand new, unique tool of a Contributed Data Template and Aggregation Platform by which private employer data can be anonymously disaggregated on a city-wide scale, in order to identify gender and other inequalities that the City should address. This is the only such tool in the U.S.

Signed by:  Date: 10/13/20

Waiver Request is hereby: X Granted Denied

OMB Procurement:  Date: 11/5/20

After completion, please email this form, along with any appropriate backup to procurement@pittsburghpa.gov

If a waiver is granted, contract authorization is then required by City Council. Department shall submit appropriate legislation and note the Resolution number on this form and submit a copy along with the contract when submitting to the Controller's Office for signature.

Resolution Number _____ Effective Date _____

§ 161.02B – EXEMPTIONS FROM COMPETITIVE PROCESS

(a) The following contracts are exempt from the requirement of a competitive process for selection, contingent upon obtaining a written waiver issued by the Director of the Office of Management & Budget or his/her designee, confirming that a recognized exemption applies to the contract because it falls within one or more of the following categories:

- (1) Emergency Contract, defined as: A contract required where there exists unforeseen circumstances beyond the City's control that either: (a) present a real and identifiable threat to the proper performance of essential functions or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.
- (2) Sole Source contracts, defined as: contracts involving services documented to fall within one of three categories: (i) where competition is precluded due to existence of patent rights, copyrights, or related proprietary claim; (ii) where supplier is the only identifiable source of the product or service; or (iii) where distributor or service provider has exclusive franchise or operating agreement w/ supplier or manufacturer of goods otherwise determined to be sole source.
- (3) Single Source contracts, defined as: contracts involving services documented to fall within one of the three categories: (i) available from only one source (in which case accompanying waiver request must clearly define the scope in which it is unique); (ii) for which only one prospective contractor is willing to enter into a contract with the City; or (iii) where an item required for the service has design and/or performance features that are essential to the department, including due to compatibility with services or goods currently in use, and no other source satisfies the City's requirements.
- (4) Contracts requiring compliance with terms and conditions of a court order, grant, collective bargaining agreement or governmental order.
- (5) Contracts for expert witnesses, consultants, or counsel associated with anticipated, pending, or potential litigation, including cases in which confidentiality could be compromised by public solicitation.
- (6) Intergovernmental agreements.
- (7) Contracts for supplies, equipment, or materials at auctions and surplus sales conducted by the government of the United States or any agency thereof, any agency of the Commonwealth of Pennsylvania, any municipality or other government agency, or any private party, if the items can be obtained at a competitive price, if determined in advance and in writing that the procurement by auction or surplus sale is in the best interests of the City.
- (8) Contracts for subscriptions to periodicals, databases, legal research services, or legal publications.
- (9) Services of visiting speakers or performing artists.
- (10) Contracts for which a continuation of services is desired by the using department in order to maintain the essential functions of the City as determined in writing by the Office of Management and Budget, including but not limited to contracts for maintenance of existing software or equipment.
- (11) Legally required advertisements and postage.
- (12) Dues and memberships in trade or professional organizations.
- (13) Abstracts of titles for real property and title insurance.
- (14) Statutorily-dictated procurement.

(b) The Office of Management & Budget shall maintain a policy further defining the categories listed above and the process by which waivers are to be requested, reviewed and executed if deemed appropriate.



November 4, 2020

To Whom It May Concern:

This letter is to confirm that Nth Party is a sole source for the Contributed Data Template and configuration of the Data Aggregation Platform for the Gender Equity Commission Workforce Equity Committee AAUW Work Smart and Salary Negotiation Program for the AAUW Work Smart and AAUW Salary Negotiation Program.

No other company or organization makes a similar or competing product. This product must be purchased directly by institutions, companies and government entities from Nth Party.

There are no agents or dealers authorized to represent this product.

If you desire additional information, don't hesitate to contact me at (917) 592-3729.

Sincerely,

A handwritten signature in black ink, appearing to read 'Shereen Shermak'.

Shereen Shermak
CEO, Nth Party, Ltd.