



**Purchasing & Contracting Department**

September 17, 2025

VIA EMAIL TO: [marketing@aceparking.com](mailto:marketing@aceparking.com)

Mr. Brad Elsass, Senior Vice President  
ACE Parking III, LLC  
645 Ash St.  
San Diego, CA 92101

Reference: Request for Proposal (RFP) 10090252-25-P, Parking Management Services for East Village Green

Dear Mr. Elsass:

Subject: Letter Agreeing to Exceptions

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

1. Article V Contactor Documents of the Contract, Section 5.1 Contact Documents, shall be deleted and replaced in its entirety with the following:

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

2. Exhibit B, Section I. DIR AND CONTRACTOR LICENSES REQUIREMENTS shall be deleted and replaced in its entirety with the following:

**I. DIR AND CONTRACTOR LICENSES REQUIREMENTS**

Services as defined in Exhibit B. Scope of Services that respondent cannot provide and intends to subcontract, must provide sub-contractor information with submittal on the Contractor Standards Pledge of Compliance form. **If a sub-contractor is providing services subject to wage requirements as defined in Exhibit A, both Primary and Sub-Contractor must meet the wage requirements and submit the following information:**

- 1. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER.**

	Registration No.	Expiration Date	Name
DIR Registration No.	1000015341	06-30-2027	Ace Parking III, LLC
Subcontractor's DIR Registration No.	1000006632 SD Downtown Partnership	06-30-2025	Access Professional Inc.

## 2. LICENSES.

To perform the work described in this solicitation, Contractor (and any subcontractor hired by Contractor) must hold the applicable State Contractor's License.

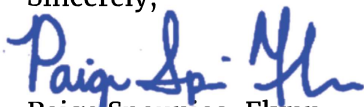
Contractor must notify the City Contact in writing prior to the licensed work commencing and provide the required State Contractors' License for review. The request must include the work that will be performed, the State of California Contractor's License number, expiration date, and name. After a thorough review of the proposed State Contractor's License, the City will inform the Contractor, in writing, of its decision prior to the work commencing. The City's decision is final.

Any person supervising the use of pesticides, herbicides, or rodenticides must possess a valid Qualified Applicator's Certificate for Category B. The Contractor (or subcontractor hired by Contractor) must also hold a Pest Control Business License, must retain the services of a licensed Pest Control Advisor (PCA), and must be registered with the County Agriculture Commissioner. The Contractor (or any subcontractors hired by Contractor) must possess the applicable State Contractor's License.

The Contractor and/or subcontractor hired by Contractor must possess the requisite licenses and certification at the time of the need arising and maintain license and certification through the term of the contract.

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

Sincerely,



Paige Spounias-Flynn  
Senior Procurement Contracting Officer

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

ACE PARKING III, LLC

By: John Baumgardner  
John Baumgardner (Sep 24, 2025 11:18:28 PDT)

Name: JOHN Baumgardner

Title: Chief Executive Officer

Date: Sep 24, 2025

THE CITY OF SAN DIEGO

By: Claudia Abarca

Name: Claudia Abarca

Title: Director, Purchasing & Contracting

Date: Sep 25, 2025

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10090252-25-P, Parking Management Services for the East Village Green**

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) # 10090252-25-P, Parking Management Services for the East Village Green (Contractor).

**RECITALS**

On or about 2/27/2025, 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 parking management 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 Parks and Recreation Department (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

Peggy Furtado, Supervising Management Analyst  
2125 Park Blvd., San Diego, CA 92101  
619-235-1151  
[pfurtado@sanidiego.gov](mailto:pfurtado@sanidiego.gov)

**ARTICLE II  
DURATION OF CONTRACT**

**2.1 Term.** This Contract shall be for a period of five (5) years beginning on the Effective Date. Unless otherwise terminated, this Contract shall be effective until completion of the Scope of Services. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

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

### **ARTICLE III COMPENSATION**

**3.1 Amount of Compensation.** City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$3,000,000.00.  
(The not to exceed amount will be added in this final Contract prior to the final execution of the Contract by the City, with the Contractor's initials indicating acceptance.)



### **ARTICLE IV WAGE REQUIREMENTS**

**4.1** By submitting a response to this RFP, Contractor certifies that he or she is aware of, and agrees to comply with, the wage provisions described in Exhibit D, Wage Requirements, which is incorporated herein by reference, before commencing Services.

### **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
- 3<sup>rd</sup> The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any
- 4<sup>th</sup> Contractor's Proposal

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

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

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

**CONTRACTOR**

ACE Parking III, LLC

Proposer

645 Ash Street

Street Address

San Diego, CA 92101

City

619-233-6624

Telephone No.

jbaumgardner@aceparking.com

E-Mail

**CITY OF SAN DIEGO**  
A Municipal Corporation

BY:



Print Name: Claudia Abarca

Director, Purchasing & Contracting

Title

Sep 25, 2025

Date Signed

BY:

  
John Baumgardner (Sep 24, 2025 11:18:28 PDT)

Signature of  
Proposer's Authorized  
Representative

John Baumgardner

Print Name

Chief Executive Office

Title

Sep 24, 2025

Date

Approved as to form this 25<sup>th</sup> day of  
September, 20 25.  
HEATHER FERBERT, City Attorney

BY:

  
Brian Byun (Sep 25, 2025 10:48:19 PDT)

Deputy City Attorney

**EXHIBIT A**  
**PROPOSAL SUBMISSION AND REQUIREMENTS**

**A. PROPOSAL SUBMISSION**

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

**1.1 Reserved.**

**1.2 Paper Proposals.** The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the 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** Proposers are encouraged to attend the pre-proposal conference. Failure to attend does not relieve proposer of the responsibility to fulfill RFP and addenda requirements, and does not relieve Contractors from performing.

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

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

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

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

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

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

**2.3** The Contractor Standards Pledge of Compliance Form.

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

**2.5** Living Wage Ordinance Certification of Compliance.

**2.6** Licenses as required in Exhibit B.

**2.7** Reserved.

**2.8** Additional Information as required in Exhibit B.

**2.9** Reserved.

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

**2.10** A title page.

**2.11** A table of contents.

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

**2.13** Proposer's response to the RFP.

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

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

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

**5. Quantities.** The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the

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

**6. Quality.** Unless otherwise required, all goods furnished shall be new and the best of their kind.

**6.1 Items Offered.** Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

**6.2 Brand Names.** Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

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

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

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

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

**9. Public Records.** By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by

law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

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

## **B. PRICING**

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

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

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

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

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

**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 Reserved.**

**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.

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

	MAXIMUM EVALUATION POINTS
<b>A. Responsiveness to the RFP.</b> <ol style="list-style-type: none"> <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> <li>4. Exceptions to the RFP</li> </ol>	<b>30</b>
<b>B. Staffing Plan.</b> <ol style="list-style-type: none"> <li>1. Qualifications of personnel adequate for requirement(s)</li> <li>2. Clearly defined Roles/Responsibilities of personnel</li> </ol>	<b>25</b>
<b>C. Contractor's Capability to provide the services and expertise and Past Performance.</b> <ol style="list-style-type: none"> <li>1. Relevant experience of the Contractor and subcontractors</li> <li>2. Other pertinent experience</li> <li>3. Location in the general geographical area of the project and knowledge of the locality of the Project</li> <li>4. Past/Prior Performance</li> <li>5. Capacity/Capability to meet The City of San Diego needs in a timely manner</li> <li>6. Reference checks</li> </ol>	<b>35</b>
<b>D. Price.</b>	<b>10</b>
SUB TOTAL MAXIMUM EVALUATION POINTS:	<b>100</b>
<b>E. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*</b>	<b>12</b>
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	<b>112</b>

\*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.

**4. Rejection of All Proposals.** The City may reject any and all proposals when to do so is in the City's best interests.

#### **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 OF INTENT TO AWARD.** The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice of Intent to Award 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. Payment Card Industry Data Security Documents.** Evidence of all required documents, as described in Exhibit B.

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. OVERVIEW**

The City of San Diego (City) requests proposals from qualified Contractors to furnish Parking Management Services to the City of San Diego for the East Village Green location.

### **B. LOCATION AND BACKGROUND INFORMATION**

#### **1. EAST VILLAGE GREEN**

- 1.1** The 4.1-acre East Village Green Park ("Park") is currently under construction in Downtown San Diego on the blocks bounded by 13th Street, F Street, 15th Street, and G Street and is scheduled to open in 2025. The Park will include amenities such as a two-story community center, central lawn area, children's playground with an interactive water feature, two off-leash dog parks, game/reading area, public restrooms, public art, and a two-level parking garage.
- 1.2** The East Village Green Parking Garage ("Garage") is a 185-space, approximately 80,484 square feet, two level, below-grade parking facility which includes all parking levels, entrance and exit ramps continuous from the street grade, and all passenger waiting areas and shall be used for the parking of vehicles for the benefit and convenience of Park visitors, staff and the public. The Garage shall remain open for use during special events occurring in and around the Park, beyond regular Park hours.
- 1.3** The City envisions a parking program that will balance and support some or all of the following:
  - 1.3.1** Recreation Center/ Park users
  - 1.3.2** Transient parking
  - 1.3.3** Monthly parking (City employees, local businesses/ residents or other)
  - 1.3.4** Special Event parking
  - 1.3.5** Night/ Weekend Parking
- 1.4** Garage hours will be determined by the City and are subject to change. The initial proposed hours are Monday through Sunday 12:00 am to 11:59 pm i.e., 24 hours a day, 7 days a week.
- 1.5** The City shall retain the right, at its sole discretion, to set parking fees, curtail individual parking permit sales for certain types of users, events or otherwise control the use of parking spaces and the parking fees charged thereon. The selected firm shall provide recommendations, with supporting documentation, to the City regarding fees, limits on certain types of sales, and best parking management practices.

**1.6** The East Village Green parking garage will be equipped with TIBA X60 Series parking control equipment to generally include entry station, exit station, and credit pay station, vehicle control barrier/gate system, and associated operations hardware/software. Visitors may pay their parking fees via the self-service pay station at the drive up exit gate.

**1.7** There is a dedicated location (booth) for an attendant. However, the City does not require this booth be staffed during all hours the parking structure is open. Contractor will need to assign personnel to respond to intercom calls (Monday-Sunday), and to perform daily inspections, clean up and maintenance of the parking lot, stairwell, and parking equipment (See Section 1.6 above for “parking equipment.”)

**1.8** East Village Green parking attendant hours are subject to change and initially will be:

<b>Days of Operation</b>	<b>Hours of Operation</b>
Monday -Friday	9:30 a.m. – 6:00 p.m.
Saturday	8:00 a.m. – 5:00 p.m.
Sunday	8:00 a.m. – 5:00 p.m.

**1.9** The facility shall be used only for parking of vehicles for the benefit and convenience of East Village Green, and/or the general public, which shall have the right to use the facility. Parking vouchers and monthly parking may be purchased by local businesses, special event clients, and organizations as well as other City departments pending availability and upon the approval between the City and the Contractor. Five (5) parking spaces shall be reserved exclusively for use by City staff.

**1.10** The monthly rates and charges will be established by the City for the City staff parking spaces at rates comparable to those paid at various other City parking facilities by City employees. The current staff rate is \$42.50 per month. Staff are authorized to use their parking space during working hours only. Staff may be on the premises from 6 a.m. to 9 p.m. daily. There may be Recreation staff on the premises outside of these hours due to recreation center programming, special events or local city events.

**1.11** Rates and charges for the public will be recommended by the Contractor based on market conditions for each category identified in Section C. Revenue/Invoices, subsection 1., below.

## **C. REVENUE/INVOICES**

**1.** Gross revenues shall be deposited by Contractor into a designated City account daily. Contractor shall provide a Monthly Revenue Statement showing daily revenues collected. The revenue will be categorized as shown below:

**1.1** Transient Parking Income

**1.2** Monthly Parking Income

- 1.3 Special Event Parking Income (example: baseball games, concerts, etc.)
- 1.4 Night/Weekend Parking Income
- 1.5 Overages (if any)

2. City shall within 30 days of receipt of invoice and Monthly Operating Statement, reimburse Contractor monthly, in arrears for the expense of all items in accordance with the approved annual budget. Invoices must be submitted once per month to the Contract Administrator indicated in this Contract, Article I Contractor Services section 1.3, Contract Administrator.

#### **D. RECORDS AND REPORTS**

In addition to any requirements or other provisions of this RFP, Contractor shall have the following responsibilities with respect to records and reports:

1. Contractor shall provide a Monthly Revenue Statement showing daily revenues collected. The revenue will be categorized as Transient Parking Income, Monthly Parking Income, Special Event Parking Income (example: baseball games, concerts, etc.), Night/Weekend Parking Income and Overages (if any) as identified in Section C Revenue/Invoices, subsection 1.
2. Contractor shall submit an Annual Budget Projection Report for the parking structure itemizing all expenses (including Contractor's Management Fee and anticipated repairs) estimated by the Contractor necessary to conduct business for each upcoming City Fiscal Year (July 1 through June 30) through the duration of this Contract.
3. Contractor shall submit to the City, monthly, in arrears, the actual Monthly Operating Statement, including a variance report for each line item that does not match the City-approved budgeted amount for such items for reconciliation. The Monthly Operating Statement will include receipts for payments of goods and services paid by the Contractor on behalf of Parks and Recreation.
4. By November of each year, Contractor shall provide a survey of current market rate parking fees, specific to the East Village and downtown San Diego.
5. Additional reports may be requested by the City as needed.

#### **E. EXPENSES**

1. Contractor shall include a complete itemized list and amounts of all expenses to be charged to the City and parking users. Contractor must also include a separate list of all projected revenue types, and levels of revenues anticipated.
2. City shall reimburse Contractor for additional expenses that are considered reasonable as determined at the sole discretion of the City, subject to prior written approval by City. All approved additional expense requests must be submitted to the City for reimbursement within sixty (60) days of the month in which the expense was incurred, exclusive of the City-generated invoices. Failure to comply with this requirement may result in non-payment of the request.

## F. STAFFING REQUIREMENTS

1. Staffing requirements shall include a qualified On-Site Parking Garage Attendant in a clearly identifiable uniform who is scheduled on-site at a minimum of eight hours per day, Monday through Sunday, or as otherwise determined by the City. Other work schedules are to be approved by the City as required. This position will be responsible for the cleanliness and upkeep of all areas designated as part of the parking structure. They will help maintain the flow of traffic in and out of the parking structure. They must also be vigilant of activities in the garage and report suspicious activity to security via phone number, email, or in person, in a timely manner.
2. Staffing requirements include a designated manager to respond to intercom calls (Monday-Sunday), and to perform daily inspections, clean up and maintenance of the parking lot, stairwell, and parking equipment. This position will be responsible for the cleanliness and upkeep of all areas designated as part of the parking structure. They must also be vigilant of activities in the garage and report suspicious activity to security personnel in a timely manner (i.e., within an hour or less of observing suspicious activity).
3. For special events, the City requires additional hours and coverage from the Contractor. An on-call staff of trained parking garage attendants must be provided to provide parking assistance and street traffic direction to parking garage patrons. The Contractor shall meet with the Contract Administrator as required to determine and coordinate the scheduling of parking attendant(s) for cashiering and other tasks to be assigned for special meetings, events, and conferences.
4. Contractor shall keep parking premises open and staffed for business on the weekday and weekend schedule determined by the City, plus additional operating hours needed for special events. Reasonable hours of business shall be determined by City.
5. Contractor shall hire a security firm to provide security for the parking garage outside of the hours that the parking attendant is scheduled.
6. Contractor shall outline event staffing plans and remedies for no-shows or insufficient staffing and include penalties for recurring staffing shortages and/or performance issues.
7. **Reporting of Suspicious and Unauthorized Activity; Verbal Warnings.** Contractor shall report to the San Diego Police Department any suspicious, unauthorized, or unsafe activity including but not limited to unsecured structures or facilities, vandalism, damaged City property, or abandoned property 365 days/year. The call to San Diego Police Department will be to the non-emergency line (619) 531-2000 unless there is an emergency/urgent situation, i.e., medical assistance; violence, or breaking and entering, then the call should be placed via 911. Contractor must give verbal warnings when necessary to enforce parking lot closures or park rules and regulations, or if necessary, call the San Diego Police Department for assistance at all of the locations.

**8. Contractor Response Time.** The Contractor shall be able to provide Basic Security Guards to provide requested services, whether on-going or ad hoc, within 48 hours of request from the City.

**9. Contractor Staff Reporting Procedures.** All Contractor staff, including all Supervisors conducting inspections, shall sign in upon reporting for work and shall sign out prior to leaving work on the activity log provided by the Contract Administrator or Department Representative. The log may be electronic. The Basic Security Guard personnel are to sign in and out based on actual arrival and departure times versus scheduled times. Field Supervisors shall write "Supervisor" beside their name. The City has no obligation to pay for services if the log is not properly completed. The log will be kept in a designated area identified by the Contract Administrator or Department Representative.

**9.1 Contractor's Basic Security Guards must be on site at the scheduled locking and unlocking post hours.** Failure to appear on time without prior approval shall result in removal from the post. Contractor shall ensure that if a Basic Security Guard is unable to arrive on site at the designated time, the guard is responsible for contacting his or her Supervisor immediately in order to ensure that all scheduled shifts are staffed according to the post hours.

**10. Emergency Calls.** The Contractor shall provide all personnel with the equipment needed to make calls of an emergency and safety nature twenty-four (24) hours a day. Basic Security Guards must intervene, as appropriate, with patrons to de-escalate potential problem situations and must document all such unusual or emergency situations in the Security Guard Patrol Log. Contractor shall provide a detailed incident report for any incident when San Diego Police Department or other emergency first-responder personnel report to the site. The Contract Administrator will provide the incident report form to the Contractor.

## **G. DUTIES**

**1.** Contractor will be responsible for deposit of all daily revenues into the City account. Any proposed solutions that involve the collection of revenue on behalf of the City must abide by the City's depositing requirements outlined in the San Diego Municipal Code section 22.0704, which states in part that all revenue collected on behalf of the City must be deposited daily with the City Treasurer or the City's banking institution as instructed by the City Treasurer. The City currently accepts Visa, MasterCard, American Express, Discover, and debit cards for customer card payments. The City's current merchant processor is Fiserv. The Contractor shall be responsible for subcontracting directly with its preferred payment gateway provider which is compatible with the TIBA X60 Series parking control equipment installed at the Garage. The City requires that the Contractors payment gateway be compatible with and certified to the City's credit card processor (currently Fiserv) for the life of the contract. Using this model, the City will be the merchant of record, with all credit card proceeds being remitted directly into a City-owned merchant account at Fiserv. Alternatively, Contractor shall state whether it has the ability to be the merchant of record for revenues collected at the Garage, with the ability to electronically remit principal proceeds back to the City daily.

2. The Contractor will be responsible for obtaining and maintaining all necessary hardware and software required for the execution of services under this contract. In the event that the current hardware or software provider goes out of business or there are significant system changes, the Contractor shall, with the City's approval and input, procure and implement replacement hardware or software to ensure continuity of services. The Contractor shall seek the City's prior approval for any such changes and provide thorough documentation to support the proposed replacements. The City reserves the right to review and approve all proposed hardware and software solutions to ensure they meet the City's requirements and standards.

3. Contractor agrees to operate the parking facility as constructed unless otherwise agreed by the City. Contractor agrees to repair and maintain City equipment and facilities used in the paid parking operation, including but not limited to the TIBA X60 Series parking control equipment installed in the parking garage. With respect to the parking control equipment, Contractor further agrees to maintain applicable licensing for these systems pursuant to the terms of Section V of this Agreement.

4. Contractor agrees to keep the parking facilities, including stairwells, clean and clear of refuse and obstructions, including dirt around corners and drains, and shall dispose of all garbage, trash and rubbish on a daily basis. Additionally, Contractor is responsible for providing all necessary labor, equipment, materials, and supervision to ensure effective pest management and prevention. In addition, Contractor shall be required to clean all stairwells with disinfectant daily, assuring a clean and odor-free stairwell. The City will provide all required cleaning chemicals. Once per month, Contractor shall sweep parking facility from top to bottom floors. Every 6 months, or as directed by the Contract Administrator, facility shall be scrubbed down utilizing a method agreed to by the City, from top to bottom floors of the parking facility to remove all accumulated dirt, oil, grease and grime. Contractor shall clean the elevators and elevator lobbies as needed. City shall maintain the elevators. The parking structure includes all parking levels, entrance and exit ramps continuous from the street grade, all passenger waiting areas, and stairwells.

5. Graffiti removal for the parking garage shall be the responsibility of the Contractor and shall be removed by the Contractor. Exceptions shall be inaccessible areas of the premises, which shall be the responsibility of the City. Graffiti shall be removed within 24 hours upon being reported to or observed by attendant, manager or contractor. Graffiti containing vulgarities, discriminatory language symbols or depictions or depictions or indications of violence should be removed immediately upon report to or observations by attendant, manager or contractor. Contractor shall hold applicable licenses per Section I.

6. Contractor must comply with any requirements arising from any audit's evaluations conducted by the City. Contractor agrees that the Agency or its designee will have the right to obtain, review, and copy all records pertaining to performance of the contract. Contractor agrees to provide the Agency or its delegate with any relevant information requested and shall permit the Agency or its delegate access to its premises. Such access shall be upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other materials that may be relevant to a matter under investigation for the purpose of determining compliance with the agreement. Contractor further agrees to maintain such records for a period of three (3) years after final payment under the contract.

7. Contractor shall be responsible for accomplishing a monthly inventory and accounting of all City supplies and equipment entrusted to the contractor. The monthly inventory of items will include a comparison to the previous month's inventory and indicate additions, shortages or damages since the previous month. The inventory will be submitted to the City for review by the fifteenth (15th) day of each month.

8. Contractor shall maintain a current manual of standard operating procedures for the parking garage, pre-approved by the City. The manual shall provide information relative, but not limited to, the following:

- 8.1 Inventory of and description and use of equipment
- 8.2 Tow-away procedures
- 8.3 Procedures for opening/closing of ramps
- 8.4 Types of parking stickers and validation tickets
- 8.5 Maintenance of pay-on-foot machines and exit pay station
- 8.6 Procedures for addressing all parking-related equipment including any malfunctions of equipment and/or elevators
- 8.7 Payroll deductions and managing all  
PCI data securely and in compliance with current PCI SSC
- 8.8 Monthly permit sign-up procedures, including partial month(s)
- 8.9 Clean-up procedures for garage and equipment
- 8.10 Refund procedures
- 8.11 Validation procedures
- 8.12 Procedures for investigating, documenting and reporting all  
accidents involving bodily injury and/or claims for property  
damage.

9. Contractor shall implement and maintain a current Maintenance Services Manual for the parking garage, pre-approved by the City. The manual shall provide information relative, but not limited to:

- 9.1 Graffiti-removal procedures and other types of vandalism
- 9.2 Cleaning procedures
- 9.3 Painting and striping procedures for parking stall
- 9.4 Procedures and schedule for maintaining lightning, paint and  
equipment in working order
- 9.5 Garage cleaning procedures for:
  - i Power washing
  - ii Elevator floors and buttons
  - iii Emptying and cleaning all trash cans

10. While not required, in the event the Contractor deploys their own network and hardware infrastructure, Contractor will ensure the network meets the following City standards:

- 10.1 Network and Hardware Infrastructure:
  - i. Vendor must supply and maintain network switches and  
routers required for system operation.
  - ii. Vendor must provide all necessary computer equipment to  
support system management and transactions.
  - iii. Vendor must ensure seamless connectivity between  
parking meters, central servers, and any associated

applications.

**10.2 Internet Service Provider (ISP) Management:**

- i. Vendor must procure and maintain an independent, high-speed internet connection dedicated to the parking meter system.
- ii. ISP service must be stable, secure, and have minimal downtime to ensure uninterrupted transactions and operations.

**10.3 System Monitoring & Maintenance:**

- i. Vendor must offer 24/7 monitoring and technical support to maintain uptime and system integrity.
- ii. Vendor must provide software updates, patches, and security enhancements, as necessary.
- iii. A regular maintenance schedule must be proposed to ensure system longevity and efficiency.

**10.4 Reporting & Data Management:**

- i. Vendor must provide real-time and scheduled reports on system performance, transaction data, and security logs.
- ii. Data retention policies must comply with local and federal regulations.

**H. MAINTENANCE OF PROPERTY**

Contractor shall be responsible for regularly assessing the condition of the parking garage and its systems; developing and implementing building operations; and performing preventive maintenance to maintain, preserve and keep the parking garage and its systems in a decent, safe, and sanitary condition. Contractor shall maintain the parking garage in a decent, safe, and sanitary condition in accordance with local code and in a condition acceptable to City.

All equipment purchased/ reimbursed by the City shall remain the property of and ownership retained by the City. Contractor shall be responsible for the maintenance and repair of items lost, damaged or destroyed due to negligence of the Contractor or its employees. Only those items damaged or destroyed through normal wear and tear or items that are damaged due to City's gross negligence shall be chargeable to and eligible for reimbursement by the City.

Contractor shall have no authority, nor shall it have any obligation to make any structural changes in the property or make any other major alteration or additions in or to any building or equipment therein, notwithstanding anything set forth in this RFP, unless approved by City. A comprehensive inspection of the parking garage to include exterior, commercial spaces, unit interiors, common areas and mechanical areas is to be performed on a quarterly basis. Report of observed conditions, including deficiencies and plan to remedy, if appropriate, should be submitted to the City within 10 days of inspection completion.

1. Contractor's work area shall be maintained in a decent safe, and sanitary condition in accordance with local codes(s). Contractor shall maintain the property at all times in a condition acceptable to the City.

2. Contractor shall not procure any service contract (adding additional signage, painting, adding or removing equipment, etc.) without prior written approval of the City.

3. Contractor shall purchase such equipment, tools, appliances, materials and supplies as are necessary for the proper operation and maintenance of the parking garage.

#### I. DIR AND CONTRACTOR LICENSES REQUIREMENTS

Services as defined in Exhibit B. Scope of Services that respondent cannot provide and intends to subcontract, must provide sub-contractor information with submittal on the Contractor Standards Pledge of Compliance form. **If a sub-contractor is providing services subject to wage requirements as defined in Exhibit A, both Primary and Sub-Contractor must meet the wage requirements and submit the following information:**

##### 1. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER.

	Registration No.	Expiration Date	Name
DIR Registration No.	1000015341	06-30-2027	ACE Parking III, LLC
Subcontractor's DIR Registration No.	1000006632 SD Downtown Partnership	06/30/2025	Access Professional Inc.

##### 2. LICENSES.

To perform the work described in this solicitation, Contractors must hold a current C-33 (required for graffiti removal), State Contractor's License.

Any Contractor holding a different license who feels qualified to bid on this work must notify the City Contact in writing at least seven (7) days prior to the bid closing. After a thorough review of the proposed license substitution, the City will inform the proposer, in writing, of its decision prior to the bid closing. The City's decision is final.

Any person supervising the use of pesticides, herbicides, or rodenticides must possess a valid Qualified Applicator's Certificate for Category B. The Contractor must also hold a Pest Control Business License, must retain the services of a licensed Pest Control Advisor (PCA), and must be registered with the County Agriculture Commissioner. The Contractor must possess the below licenses prior to submitting their proposal. Please provide numbers and details in chart below.

The Contractor and/or subcontractor must possess licenses and certification at the time of bid submittal and throughout the term of the contract as follows:

	License Number	Expiration Date	Name
State of California Contractor's License	Class: No.:		
	Class: No.:		
	Class: No.:		
	Class: No.:		

#### J. TRANSITION PLAN

1. Contractor shall cooperate with the City and the incumbent Contractor at the beginning of the Contract, and the succeeding Contractor at the expiration of the Contract, to accomplish a smooth transition of responsibility and requirements between the respective Contractors. City shall coordinate with the former Contractor for a two (2) week consulting period to allow for transfer of information, if applicable.

#### **K. QUALIFICATIONS AND EXPERIENCE**

1. Proposers shall demonstrate that they are qualified to perform the work as specified in this RFP. Previous experience in furnishing parking management services for similar public activities to the requirements specified in this RFP, and proposer's track record of performance, will be an important consideration. This will enable the City to judge the proposer's reliability, performance, and other information.

2. Proposers shall provide an organizational chart and staffing profile, including sub-Contractors if applicable, reflecting their organizational structure. The staffing profile shall include the leadership of the Contractor's Contract team the Contractor's area of specialization, project manager(s) and lead(s), the chain of command, and the identification of the day-to-day staff, indicating by percentage the level of availability and involvement for this Contract. Contractor shall provide a brief explanation for key staff who are allotted less than full time dedication, or whom are allotted full time dedication (i.e., 100%).

3. Proposers shall submit upon request detailed information regarding the training and support provided to all personnel, including supervisors. The manager that will liaise and communicate with the Contract Administrator/Designee, shall also respond to patron parking inquiries via phone calls and emails daily.

#### **L. PAST PERFORMANCE AND REFERENCES**

1. Proposer shall have a minimum of five (5) years' experience in the operation of public parking facilities similar to the garage, not only in terms of size, but also in terms of efficiently managing different types of parkers and their needs. This must include experience in operating at least one parking garage owned by a public agency.

2. Proposers shall submit a list of all relevant contracts held in the last four (4) years including contract dates, contact person, address, telephone number and reason for termination or any non-renewal contracts.

3. Proposers are required to provide a minimum of three (3) references to demonstrate successful performance for work of similar size and scope as specified in this Contract during the past five years. The name of the project, a brief description of results, and the dollar amount of the contract shall be provided for each listed reference along with contact information. Each reference shall be listed with its respective awarding and completion (if applicable) dates noted. If sub-contractors were used, the listed experience shall describe the exact tasks that each firm performed.

**M. CUSTOMER SERVICE**

1. Contractor shall provide a customer service operation for City customers. The customer service operation shall include access to a local number 619, 858, and 760, or a tollfree number, and provision of an in-house customer service representative who is assigned and dedicated to the City. The in-house customer service representative shall be knowledgeable and responsive to Contract and customer service issues and available to the City, Monday through Sunday, 8:00 a.m. to 5:00 p.m.

**N. HOLIDAYS**

1. The City observes the following Holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Cesar Chavez Day
- Memorial Day
- Juneteenth Freedom Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day

**O. CRIMINAL BACKGROUND SCREENING**

1. The San Diego Police Department may require background investigations on all Contractor employees when information becomes available that indicates a potential breach in safety or security.

**P. PERFORMANCE EVALUATION MEETINGS**

1. The Contractor shall be readily available to meet (either virtually or in person) with representatives of the City weekly during the first month of the Contract and as often as necessary thereafter for the purpose of evaluating Contractor's performance on the Contract. A mutual effort will be made to resolve any and all performance problems identified at these meetings.

**Q. CONTRACTOR PERSONNEL**

1. Except as formally approved by the City, the key personnel identified in the Contractor's Proposal shall be the individuals who will actually complete the work, at the proposed levels of effort. Changes in staffing for the services provided to City must be proposed in writing to the City and approved.

**R. PHOTO IDENTIFICATION BADGE AND UNIFORM**

1. The Contractor shall provide any individual assigned to the City a company photo identification badge and clearly identifiable uniform, which must be worn at all times while on

City property. The City reserves the right to require the Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas.

**S. PAYMENT CARD INDUSTRY DATA SECURITY STANDARDS (PCI DSS)**

- 1. PCI Compliance.** Contractor acknowledges and agrees that to the extent that credit card data is collected, processed, stored or transmitted, Contractor must adhere to the Payment Card Industry Data Security Standards (PCI DSS) and must specifically comply with the City PCI requirements described in this Agreement.
- 2. Contractor Compliance with Payment Card Industry Security Standards Council Standards.** Contractor must maintain full compliance with all current and applicable Payment Card Industry Security Standards Council Standards (PCI SSC), for all Services performed under this Contract or other contracts managed by Contractor. Contractor acknowledges and agrees that it will ensure that any subcontractors or other service providers that it uses to assist with performance of this Contract will also maintain full compliance with all current and applicable PCI SSC standards.
- 3. Attestation of PCI Compliance.** Contractor must, upon request of the City annually on the anniversary of the Effective Date, provide the City with a copy of the Level 1 Service Provider attestation of compliance which must be approved and signed by a qualified security assessor (QSA) company recognized by the PCI SSC. Any deficiencies noted in an annual assessment must be communicated to City, in writing, within thirty (30) days of the report, and include a remediation date in accordance with the PCI SSC's prioritized approach. Any deficiencies noted in an annual assessment must be remediated at Contractor's sole cost and expense.
- 4. Contractor Remediation.** Contractor must remediate, in a timely manner and at Contractor's sole cost and expense, any outstanding audit finding by Contractor or City's QSA as it relates to Contractor's use of PCI related hardware or services in compliance with the most current PCI DSS and PCI SSC.
- 5. Service Provider Responsibility Matrix.** Contractor must complete a Service Provider Responsibility Matrix (Matrix) in either the form provided by City, or in a format approved by City, and account for all management services that will be supplied to the City as they relate to cardholder data that is stored, processed, or transmitted on behalf of City. The Matrix shall be updated in regularly and in a timely manner to reflect any changes in the provision of such management services. Upon its completion, the Matrix is hereby incorporated into the Contract and any updates or revisions to the Matrix will also be incorporated into this Contract without need for an amendment.
- 6. Contractor Hardware Inspections, Checklist and Notice of Unauthorized Access.** Contractor must physically inspect all kiosk devices, merchant terminals, and related payment hardware, accessible to Contractor, used in the acceptance, transmission, or storage of credit card data, at a frequency determined by the City. Contractor must document all hardware inspections using a checklist in accordance with PCI DSS requirement 9.9 (Checklist), located at: [https://www.pcisecuritystandards.org/document\\_library?category=pcidss&document=pci\\_ds\\_s](https://www.pcisecuritystandards.org/document_library?category=pcidss&document=pci_ds_s) or located at such other website as the PCI SSC may describe from time to time.
  - 6.01** Contractor must report immediately to the City, via email and phone call, any known device tampering or other breach, intrusion, or unauthorized access to cardholder data stored by or on behalf of Contractor. For purposes of this subsection a,

reporting to the City's Information Security Officer (CISO) and the Office of the City Treasurer will be deemed sufficient for notifying the City. Contractor also agrees to assume responsibility for informing all affected individuals in accordance with applicable law.

**6.02** Upon the City's request, Contractor must provide to City a copy of the Checklist.

#### **T. OPERATOR COSTS**

The following costs are to be borne by the Contractor: corporate management, salaries, accounting, legal services, marketing and entertainment.

- Operator to propose yearly management fee.
- Operator to submit annually for City approval, a proposed budget itemizing all facility operating expenses for the forthcoming year upon approval, annual budget shall become the basis for expenditures for that year. Monthly expenditures by the operator will be reimbursed out of gross parking receipts in conformance with the approved budget.
- Operator to submit proposed plan of operation with implementation schedule, to include, but not be limited to, the following activities for which the cost is borne solely by the Contractor and not reimbursable by the City: staffing, personnel training, uniforms, licenses, permits, insurance, accident/incident/safety plans and programs, equipment to be utilized, security requirements, parking program and revenue tracking documentation and reporting.
- A statement describing the source and amount of financing necessary for the operator to fulfill the terms of the proposal and agreement will be required. If all financing is to be funded solely by the Proposer, then this shall be so stated.
- Operator to maintain SaaS TIBA Spark subscription, years 2 thru 5 will be billed directly to the parking garage operator; 5-year total is \$22,560, the City will pay for the first year for a total of \$4,512.00.
- Operator to maintain SaaS Spark Cloud eValidation/Mobile Validation subscription, years 2 thru 5 will be billed directly to the garage operator; 5-year total is \$5,400, the City will pay for the first year for a total of \$1,080.00.

#### **U. TECHNICAL REPRESENTATIVE**

The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

#### **V. PRICE SCHEDULE**

Bidders are required to submit their bid prices on the City's Price Schedule herein attached as Attachment 1 – Price Schedule. The Price Schedule must be completed in full. Only the City's Price Schedule will be accepted. Any deviations from the Price Schedule may be considered non-responsive and unacceptable.

**ATTACHMENT 1 – PRICE SCHEDULE****ADDENDUM D****Table 1.0**

<b>Item</b>	<b>Description</b>	<b>Monthly Cost</b>	<b>Annual Cost</b>	<b>Comments</b>
1	Salaries and Wages	\$ 6,583	\$ 78,996	
2	Accrued Wages	\$ 395	\$ 4,740	Vacation/Sick/OT
3	Employee Benefits	\$ 1,226	\$ 14,712	
4	Payroll Taxes	\$ 1,008	\$ 12,096	
5	Workers Comp	\$ 586	\$ 7,032	
6	Liability Insurance	\$ 555	\$ 6,660	
7	Payroll Processing Fees	\$ 54	\$ 648	
8	Drug/alcohol Screenings, DMV Checks	\$ 8	\$ 96	
9	Business and Sales Taxes	\$ -	\$ 0	
10	EDP/Accounting/ Banking Charges	\$ 300	\$ 3,600	
11	Equipment, Materials and Supplies	\$ 50	\$ 600	
12	Signs, Licenses and Permits	\$ 15	\$ 180	
13	Uniforms	\$ 40	\$ 480	
14	Tickets	\$ 50	\$ 600	
15	Telephones, Computers and Technology	\$ 150	\$ 1,800	1 Data & 1 Phone Line
16	Repairs, Maintenance Services/ Supplies	\$ 100	\$ 1,200	
17	Cleaning costs and Supplies	\$ 250	\$ 3,000	Monthly Sweeping
18	Legal and audit charges	\$ -	\$ 0	
19	Credit Card Fees (applicable only if operator owns merchant account)	\$ -	\$ 0	City-owned account
20	Customer Service Call Center Fee	\$ -	\$ 0	M-F 8-5 Ambassador Support

21	Mileage	\$ -	\$ 300	
22	Other Parking Management Fees, etc.	\$ 1,975	\$ 23,700	
23	Security Services	\$ 3,660	\$ 43,920	Periodic Patrols
24	TIBA Spark Subscription		\$18,048.00	<b>Year 2 – Year 5 Total</b>
25	Spark Cloud eValidation/Mobile Validation		\$4,320.00	<b>Year 2 – Year 5 Total</b>
	<b>TOTAL PARKING MANAGEMENT FEE</b>	\$ 16,441	\$ 219,660	
	<b>FIVE-YEAR TOTAL</b>		\$ 1,177,919	Our 5-year total includes estimated annual 3.5% CPI increases

**Table 2.0**

**Note:** Table 2.0, Table 3.0 and Table 4.0 will not be considered as part of the evaluation for price.

Parking User Chargers	Monthly Charges	Annual Charges	Comments
Staff Rate	\$ 42.50	\$ 510.00	Specified in RFP
Monthly Parking	\$ 170.00	\$ 2,040.00	Recommended by ACE & Consistent with the SD Library
Transient Incremental Rate	\$ 1.25 each 20 min	\$ NA	Recommended by ACE & Consistent with the SD Library
Transient Daily Maximum Rate	\$ 21.00	\$ NA	Recommended by ACE & Consistent with the SD Library
Event Rate	\$ Variable \$10 to \$45	\$ NA	Recommend by ACE
<b>TOTAL</b>	\$ See table 3 Revenue Projections	\$ See table 3 Revenue Projections	
<b>FIVE-YEAR TOTAL</b>	\$ See table 3 Revenue Projections	\$ See table 3 Revenue Projections	

**Table 3.0**

Revenue Type	Monthly Revenue	Annual Revenue	Comments
Monthly Parking Staff	\$ 850.00	\$ 10,200.00	Estimated Based on 20 Staff Members
Monthly Parking Public	\$ 12,750.00	\$ 153,000.00	Estimated Based on 75 Parkers (80% occupancy and 50% of occupied spaces)
Transient Weekday	\$ 12,497.08	\$ 149,965.00	Estimated Based on 75 Spaces Utilized Daily at Peak (80% Occupancy and 50% of Occupied Spaces with 1.5 Turns and 3 Hour Average Length of Stay)
Transient Weekend	\$ 16,926.00	\$ 203,112.00	Estimated Based on 50% Daily Occupancy at Peak with 2 Turns Per Day and a 3 Hour Average Length of Stay.
Event	\$ 32,200.00	\$ 386,400.00	Estimated based on 92 Events Per Year with Average Occupancy of 65% and an Average Rate of \$35.
<b>TOTAL</b>	\$ 75,223.08	\$ 902,677.00	
<b>FIVE-YEAR TOTAL</b>	\$ 376,115.42	\$ 4,513,385.00	Excludes potential occupancy & rate escalations

**TABLE 4.0:**

PROPOSED STAFFING TABLE	
Staff Title	Hourly Rate
Event Supervisor	\$28.50
Event Ambassador	\$21.06
Customer Service Ambassador	\$21.06

\* We have provided hourly wage rates that exclude payroll taxes, worker's compensation insurance and other related labor items from Table 1.

## 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%; or the City's annual Living Wage increase. 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, or the City's Living Wage increase). City's approval of this request must be in writing.

## **ARTICLE IV SUSPENSION AND TERMINATION**

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VI INTELLECTUAL PROPERTY RIGHTS**

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VII INDEMNIFICATION AND INSURANCE**

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

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

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

Contractor shall provide, at a minimum, the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VIII BONDS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE XI DISPUTE RESOLUTION**

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

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

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

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

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

## **ARTICLE XII MANDATORY ASSISTANCE**

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

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

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

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

## **ARTICLE XIII MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## EXHIBIT D

### WAGE REQUIREMENTS: SERVICE AND MAINTENANCE CONTRACTS EXECUTED ON OR AFTER JANUARY 1, 2015

By signing this Contract, Bidder certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services.

**A. PREVAILING WAGES.** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, Bidder and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder must determine which per diem rate is highest for each classification of work (i.e. Prevailing Wage Rate or Living Wage Rate), and pay the highest of the two rates to their employees. Living Wage applies to workers who are not subject to Prevailing Wage Rates.

**1. Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

**1.1.** Copies of such prevailing rate of per diem wages are on file at the City of San Diego's Equal Opportunity Contracting Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Bidder and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

**1.2.** The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date

of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

**2. Penalties for Violations.** Bidder and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

**3. Payroll Records.** Bidder and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Bidder shall require its subcontractors to also comply with section 1776. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City. Bidder and its subcontractors shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.

**4. Apprentices.** Bidder and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Bidder shall be held responsible for their compliance as well as the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

**5. Working Hours.** Bidder and its subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

**6. Required Provisions for Subcontracts.** Bidder shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

**7. Labor Code Section 1861 Certification.** Bidder in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Bidder certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

**8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when

payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

**9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A Bidder or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or enter into any contract for public work, as defined in this chapter of the Labor Code unless currently registered and qualified to perform the work pursuant to Section 1725.5. In accordance with Labor Code section 1771.1(a), "[i]t is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

**9.1.** A Bidder's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.

**9.2.** A Contract entered into with any Bidder or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a Contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, Bidder, or any subcontractor to comply with the requirements of section 1725.5 of this section.

**9.3.** By submitting a bid or proposal to the City, Bidder is certifying that he or she has verified that all subcontractors used on this public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Bidder shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.

**10. Stop Order.** For Bidder or its subcontractor(s) engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered Bidder or unregistered subcontractor(s) on ALL public works until the unregistered Bidder or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

**11. List of all Subcontractors.** The City may ask Bidder for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers,

utilized on this contract at any time during performance of this contract, and Bidder shall provide the list within ten (10) working days of the City's request. Additionally, Bidder shall provide the City with a complete list of all subcontractors utilized on this contract (regardless of tier), within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Bidder until at least 30 days after this information is provided to the City.

**12. Exemptions for Small Projects.** There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Bidder shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

**12.1. Registration.** The Bidder will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

**12.2. Certified Payroll Records.** The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Bidder will need to keep those records for at least three years following the completion of the contract. (Labor Code section 1771.4).

**12.3. List of all Subcontractors.** The Bidder shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 11 above. (Labor Code section 1773.3).

**B. Living Wages.** This Contract is subject to the City's Living Wage Ordinance (LWO), codified in San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.

**1. Payment of Living Wages.** Pursuant to San Diego Municipal Code section 22.4220(a), Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the required minimum hourly wage rates and health benefits rate unless an exemption applies.

**1.1** Copies of such living wage rates are available on the City website at <https://www.sandiego.gov/purchasing/programs/livingwage/>. Bidder and its subcontractors shall post a notice informing workers of their rights at each job site or a site frequently accessed by covered employees in a prominent and accessible place in accordance with San Diego Municipal Code section 22.4225(e).

**1.2** LWO wage and health benefit rates are adjusted annually in accordance with San Diego Municipal Code section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year.

**2. Compensated Leave.** Pursuant to San Diego Municipal Code section 22.4220(c), Bidder and its subcontractors shall provide a minimum of eighty (80)

hours per year of compensated leave. Part-time employees must accrue compensated leave at a rate proportional to full-time employees.

**3. Uncompensated Leave.** Bidder and its subcontractors must also permit workers to take a minimum of eighty (80) hours of uncompensated leave per year to be used for the illness of the worker or a member of his or her immediate family when the worker has exhausted all accrued compensated leave.

**4. Enforcement and Remedies.** City will take any one or more of the actions listed in San Diego Municipal Code section 22.4230 should Bidder or its subcontractors are found to be in violation of any of the provisions of the LWO.

**5. Payroll Records.** Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City.

**5.1** For contracts subject to both living wage and prevailing wage requirements, only one submittal will be required. Submittals by a Bidder and all subcontractors must comply with both ordinance requirements.

**6. Certification of Compliance.** San Diego Municipal Code section 22.4225 requires each Bidder to fill out and file a living wage certification with the Living Wage Program Manager within thirty (30) days of Award of the Contract.

**7. Annual Compliance Report.** Bidder and its subcontractors must file an annual report documenting compliance with the LWO pursuant to San Diego Municipal Code section 22.4225(d). Records documenting compliance must be maintained for a minimum of three (3) years after the City's final payment on the service contract or agreement.

**8. Exemption from Living Wage Ordinance.** Pursuant to San Diego Municipal Code section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Bidder must complete the Living Wage Ordinance Application for Exemption.

**C. Highest Wage Rate Applies.** Bidder is required to pay the highest applicable wage rate where more than one wage rate applies.

# CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT  
1200 Third Avenue, Suite 200  
San Diego, CA 92101-4195  
Fax: (619) 236-5904

## ADDENDUM A

**Request for Proposal (RFP):** 10090252-25-P

**Revised RFP Closing Date:** April 14, 2025 @  
2:00p.m.

City of San Diego Bid to provide **Parking Management Services for East Village Green**

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

1. Delete the original cover sheet and replace with the attached Addendum A cover sheet. (**NOTE:** the Questions and Comments Due Date has been extended to March 31, 2025 @ 12:00 p.m., and the bid closing date has been extended to April 14, 2025 @ 2:00 p.m.).
2. Delete the original Request for Proposal Signature Page 3 and replace with the attached Addendum A Request for Proposal Signature Page 3.

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT



Paige Spounias-Flynn  
Senior Procurement Contracting Officer  
(619) 533-6441

Addendum A  
March 19, 2025



**Request for Proposals (RFP) for 10090252-25-P, Parking Management Services for East Village Green**

**Addendum A**

<b>Solicitation Number:</b>	10090252-25-P
<b>Solicitation Issue Date:</b>	February 27, 2025
<b>Pre-Proposal Conference:</b>	March 06, 2025, at 11:00 a.m. – Refer to the e-bidding system for details.
<b><i>Revised</i> Questions and Comments Due:</b>	March 31, 2025 @ 12:00 p.m.
<b><i>Revised</i> Proposal Due Date and Time (“Closing Date”):</b>	April 14, 2025 @ 2:00 p.m.
<b>Contract Terms:</b>	One (1) year from Effective Date, with four (4), additional one (1) year options to renew from the Effective Date, as defined in Article I, Section 1.2 of the City’s General Contract Terms and Provisions.
<b>City Contact:</b>	Paige Spounias-Flynn Senior Procurement Contracting Officer pflynn@sandiego.gov (619) 533-6441
<b>Submissions:</b>	<p>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 bid via PlanetBids, of their response as described herein.</p> <p><b>The City may require Bidders to submit original hard copies prior to execution of the contract if the PlanetBids electronic submission does not include an authorized electronic signature page (e.g., Adobe Sign, DocuSign).</b></p> <p><b>Completed and signed RFP signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.</b></p>

Addendum A  
March 19, 2025

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

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

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

CONTRACTOR

CITY OF SAN DIEGO  
A Municipal Corporation

\_\_\_\_\_  
Proposer

BY: \_\_\_\_\_

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

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

\_\_\_\_\_  
City

\_\_\_\_\_  
Title

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

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

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

BY:

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

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

\_\_\_\_\_, 20\_\_\_\_\_  
HEATHER FERBERT, City Attorney

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# CITY OF SAN DIEGO

## PURCHASING & CONTRACTING DEPARTMENT

1200 Third Avenue, Suite 200

San Diego, CA 92101-4195

Fax: (619) 236-5904

### ADDENDUM B

**Request for Proposals (RFP):** 10090252-25-P      **RFP Closing Date:** April 14, 2025 @ 2:00 p.m.

City of San Diego Bid to provide **Parking Management Services for East Village Green**

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

1. Remove the original cover sheet and replace with the attached Addendum B cover sheet.
2. Remove the original RFP Signature Page 3 and replace with the attached Addendum B RFP Signature Page 9.
3. Remove the original RFP pages 7-13 and replace with the attached Addendum B, RFP pages 7-13. (NOTE: Changes made are in bold and highlighted).
4. Add two (2) pages of "Questions and Answers." (NOTE: These questions and answers are being provided for information purposes only and are not part of any resulting contract from this RFP).

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT



Paige Spounias-Flynn  
Senior Procurement Contracting Officer  
(619) 533-6441



**Request for Proposals (RFP) for 10090252-25-P, Parking Management Services for East Village Green**

**Addendum B**

<b>Solicitation Number:</b>	10090252-25-P
<b>Solicitation Issue Date:</b>	February 27, 2025
<b>Pre-Proposal Conference:</b>	March 06, 2025, at 11:00 a.m. – Refer to the e-bidding system for details.
<b>Questions and Comments Due:</b>	March 31, 2025 @ 12:00 p.m.
<b>Proposal Due Date and Time (“Closing Date”):</b>	April 14, 2025 @ 2:00 p.m.
<b>Contract Terms:</b>	Five (5) years from Effective Date, as defined in Article I, Section 1.2 of the City’s General Contract Terms and Provisions.
<b>City Contact:</b>	Paige Spounias-Flynn Senior Procurement Contracting Officer pflynn@sandiego.gov (619) 533-6441
<b>Submissions:</b>	<p>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 bid via PlanetBids, of their response as described herein.</p> <p><b>The City may require Bidders to submit original hard copies prior to execution of the contract if the PlanetBids electronic submission does not include an authorized electronic signature page (e.g., Adobe Sign, DocuSign).</b></p> <p><b>Completed and signed RFP signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.</b></p>

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

CONTRACTOR

CITY OF SAN DIEGO  
A Municipal Corporation

BY: \_\_\_\_\_

\_\_\_\_\_  
Proposer

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
City

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

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

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

BY: \_\_\_\_\_

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

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

\_\_\_\_\_, 20\_\_\_\_.  
HEATHER FERBERT, City Attorney

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

7. Contractor shall be responsible for accomplishing a monthly inventory and accounting of all City supplies and equipment entrusted to the contractor. The monthly inventory of items will include a comparison to the previous month's inventory and indicate additions, shortages or damages since the previous month. The inventory will be submitted to the City for review by the fifteenth (15th) day of each month.

8. Contractor shall maintain a current manual of standard operating procedures for the parking garage, pre-approved by the City. The manual shall provide information relative, but not limited to, the following:

- 8.1 Inventory of and description and use of equipment
- 8.2 Tow-away procedures
- 8.3 Procedures for opening/closing of ramps
- 8.4 Types of parking stickers and validation tickets
- 8.5 Maintenance of pay-on-foot machines and exit pay station
- 8.6 Procedures for addressing all parking-related equipment including any malfunctions of equipment and/or elevators
- 8.7 Payroll deductions and managing all  
PCI data securely and in compliance with current PCI SSC
- 8.8 Monthly permit sign-up procedures, including partial month(s)
- 8.9 Clean-up procedures for garage and equipment
- 8.10 Refund procedures
- 8.11 Validation procedures
- 8.12 Procedures for investigating, documenting and reporting all  
accidents involving bodily injury and/or claims for property  
damage.

9. Contractor shall implement and maintain a current Maintenance Services Manual for the parking garage, pre-approved by the City. The manual shall provide information relative, but not limited to:

- 9.1 Graffiti-removal procedures and other types of vandalism
- 9.2 Cleaning procedures
- 9.3 Painting and striping procedures for parking stall
- 9.4 Procedures and schedule for maintaining lightning, paint and equipment  
in working order
- 9.5 Garage cleaning procedures for:
  - i Power washing
  - ii Elevator floors and buttons
  - iii Emptying and cleaning all trash cans

**10. To fully manage the parking meter system, the Contractor must install and maintain infrastructure, equipment, and services necessary for seamless operation. The Contractor will be responsible for deploying and maintaining network components, ensuring secure and PCI-compliant point-of-sale transactions, and providing reliable internet service prior to the opening of the parking garage.**

**10.1 Network and Hardware Infrastructure:**

- i. Contractor must supply and maintain network switches and routers required for system operation.**

**ii. Contractor must provide all necessary computer equipment to support system management and transactions.**

**iii. Contractor must ensure seamless connectivity between parking meters, central servers, and any associated applications.**

**10.2 Internet Service Provider (ISP) Management:**

**i. Contractor must procure and maintain an independent, high-speed internet connection dedicated to the parking meter system.**

**ii. ISP service must be stable, secure, and have minimal downtime to ensure uninterrupted transactions and operations.**

**10.3 System Monitoring & Maintenance:**

**i. Contractor must offer 24/7 monitoring and technical support to maintain uptime and system integrity.**

**ii. Contractor must provide software updates, patches, and security enhancements, as necessary.**

**iii. A regular maintenance schedule must be proposed to ensure system longevity and efficiency.**

**10.4 Reporting & Data Management:**

**i. Contractor must provide real-time and scheduled reports on system performance, transaction data, and security logs.**

**ii. Data retention policies must comply with local and federal regulations.**

**H. MAINTENANCE OF PROPERTY**

Contractor shall be responsible for regularly assessing the condition of the parking garage and its systems; developing and implementing building operations; and performing preventive maintenance to maintain, preserve and keep the parking garage and its systems in a decent, safe, and sanitary condition. Contractor shall maintain the parking garage in a decent, safe, and sanitary condition in accordance with local code and in a condition acceptable to City.

All equipment purchased/ reimbursed by the City shall remain the property of and ownership retained by the City. Contractor shall be responsible for the maintenance and repair of items lost, damaged or destroyed due to negligence of the Contractor or its employees. Only those items damaged or destroyed through normal wear and tear or items that are damaged due to City's gross negligence shall be chargeable to and eligible for reimbursement by the City.

Contractor shall have no authority, nor shall it have any obligation to make any structural changes in the property or make any other major alteration or additions in or to any building or equipment therein, notwithstanding anything set forth in this RFP, unless approved by City. A comprehensive inspection of the parking garage to include exterior, commercial spaces, unit interiors, common areas and mechanical areas is to be performed on a quarterly basis. Report of observed conditions, including deficiencies and plan to remedy, if appropriate, should be submitted to the City within 10 days of inspection completion.

1. Contractor's work area shall be maintained in a decent safe, and sanitary condition in accordance with local codes(s). Contractor shall maintain the property at all times in a condition acceptable to the City.

2. Contractor shall not procure any service contract (adding additional signage, painting, adding or removing equipment, etc.) without prior written approval of the City.
3. Contractor shall purchase such equipment, tools, appliances, materials and supplies as are necessary for the proper operation and maintenance of the parking garage.

#### I. DIR AND CONTRACTOR LICENSES REQUIREMENTS

Services as defined in Exhibit B. Scope of Services that respondent cannot provide and intends to subcontract, must provide sub-contractor information with submittal on the Contractor Standards Pledge of Compliance form. **If a sub-contractor is providing services subject to wage requirements as defined in Exhibit A, both Primary and Sub-Contractor must meet the wage requirements and submit the following information:**

##### 1. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER.

	Registration No.	Expiration Date	Name
DIR Registration No.			
Subcontractor's DIR Registration No.			

##### 2. LICENSES.

To perform the work described in this solicitation, Contractors must hold a current C-27, State Contractor's License.

Any Contractor holding a different license who feels qualified to bid on this work must notify the City Contact in writing at least seven (7) days prior to the bid closing. After a thorough review of the proposed license substitution, the City will inform the proposer, in writing, of its decision prior to the bid closing. The City's decision is final.

Any person supervising the use of pesticides, herbicides, or rodenticides must possess a valid Qualified Applicator's Certificate for Category B. The Contractor must also hold a Pest Control Business License, must retain the services of a licensed Pest Control Advisor (PCA), and must be registered with the County Agriculture Commissioner. The Contractor must possess the below licenses prior to submitting their proposal. Please provide numbers and details in chart below.

The Contractor and/or subcontractor must possess licenses and certification at the time of bid submittal and throughout the term of the contract as follows:

	License Number	Expiration Date	Name
State of California Contractor's License	Class: No.:		
	Class: No.:		
	Class: No.:		
	Class: No.:		

**J. TRANSITION PLAN**

1. Contractor shall cooperate with the City and the incumbent Contractor at the beginning of the Contract, and the succeeding Contractor at the expiration of the Contract, to accomplish a smooth transition of responsibility and requirements between the respective Contractors. City shall coordinate with the former Contractor for a two (2) week consulting period to allow for transfer of information, if applicable.

**K. QUALIFICATIONS AND EXPERIENCE**

1. Proposers shall demonstrate that they are qualified to perform the work as specified in this RFP. Previous experience in furnishing parking management services for similar public activities to the requirements specified in this RFP, and proposer's track record of performance, will be an important consideration. This will enable the City to judge the proposer's reliability, performance, and other information.

2. Proposers shall provide an organizational chart and staffing profile, including sub-Contractors if applicable, reflecting their organizational structure. The staffing profile shall include the leadership of the Contractor's Contract team the Contractor's area of specialization, project manager(s) and lead(s), the chain of command, and the identification of the day-to-day staff, indicating by percentage the level of availability and involvement for this Contract. Contractor shall provide a brief explanation for key staff who are allotted less than full time dedication, or whom are allotted full time dedication (i.e., 100%).

3. Proposers shall submit upon request detailed information regarding the training and support provided to all personnel, including supervisors. The manager that will liaise and communicate with the Contract Administrator/Designee, shall also respond to patron parking inquiries via phone calls and emails daily.

**L. PAST PERFORMANCE AND REFERENCES**

1. Proposer shall have a minimum of five (5) years' experience in the operation of public parking facilities similar to the garage, not only in terms of size, but also in terms of efficiently managing different types of parkers and their needs. This must include experience in operating at least one parking garage owned by a public agency.

2. Proposers shall submit a list of all relevant contracts held in the last four (4) years including contract dates, contact person, address, telephone number and reason for termination or any non-renewal contracts.

3. Proposers are required to provide a minimum of three (3) references to demonstrate successful performance for work of similar size and scope as specified in this Contract during the past five years. The name of the project, a brief description of results, and the dollar amount of the contract shall be provided for each listed reference along with contact information. Each reference shall be listed with its respective awarding and completion (if applicable) dates noted. If sub-contractors were used, the listed experience shall describe the exact tasks that each firm performed.

**M. CUSTOMER SERVICE**

1. Contractor shall provide a customer service operation for City customers. The customer service operation shall include access to a local number 619, 858, and 760, or a tollfree number, and provision of an in-house customer service representative who is assigned and dedicated to the City. The in-house customer service representative shall be knowledgeable and responsive to Contract and customer service issues and available to the City, Monday through Sunday, 8:00 a.m. to 5:00 p.m.

**N. HOLIDAYS**

1. The City observes the following Holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Cesar Chavez Day
- Memorial Day
- Juneteenth Freedom Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day

**O. CRIMINAL BACKGROUND SCREENING**

1. The San Diego Police Department may require background investigations on all Contractor employees when information becomes available that indicates a potential breach in safety or security.

**P. PERFORMANCE EVALUATION MEETINGS**

1. The Contractor shall be readily available to meet (either virtually or in person) with representatives of the City weekly during the first month of the Contract and as often as necessary thereafter for the purpose of evaluating Contractor's performance on the Contract. A mutual effort will be made to resolve any and all performance problems identified at these meetings.

**Q. CONTRACTOR PERSONNEL**

1. Except as formally approved by the City, the key personnel identified in the Contractor's Proposal shall be the individuals who will actually complete the work, at the proposed levels of effort. Changes in staffing for the services provided to City must be proposed in writing to the City and approved.

**R. PHOTO IDENTIFICATION BADGE AND UNIFORM**

1. The Contractor shall provide any individual assigned to the City a company photo identification badge and clearly identifiable uniform, which must be worn at all times while on

City property. The City reserves the right to require the Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas.

**S. PAYMENT CARD INDUSTRY DATA SECURITY STANDARDS (PCI DSS)**

- 1. PCI Compliance.** Contractor acknowledges and agrees that to the extent that credit card data is collected, processed, stored or transmitted, Contractor must adhere to the Payment Card Industry Data Security Standards (PCI DSS) and must specifically comply with the City PCI requirements described in this Agreement.
- 2. Contractor Compliance with Payment Card Industry Security Standards Council Standards.** Contractor must maintain full compliance with all current and applicable Payment Card Industry Security Standards Council Standards (PCI SSC), for all Services performed under this Contract or other contracts managed by Contractor. Contractor acknowledges and agrees that it will ensure that any subcontractors or other service providers that it uses to assist with performance of this Contract will also maintain full compliance with all current and applicable PCI SSC standards.
- 3. Attestation of PCI Compliance.** Contractor must, upon request of the City annually on the anniversary of the Effective Date, provide the City with a copy of the Level 1 Service Provider attestation of compliance which must be approved and signed by a qualified security assessor (QSA) company recognized by the PCI SSC. Any deficiencies noted in an annual assessment must be communicated to City, in writing, within thirty (30) days of the report, and include a remediation date in accordance with the PCI SSC's prioritized approach. Any deficiencies noted in an annual assessment must be remediated at Contractor's sole cost and expense.
- 4. Contractor Remediation.** Contractor must remediate, in a timely manner and at Contractor's sole cost and expense, any outstanding audit finding by Contractor or City's QSA as it relates to Contractor's use of PCI related hardware or services in compliance with the most current PCI DSS and PCI SSC.
- 5. Service Provider Responsibility Matrix.** Contractor must complete a Service Provider Responsibility Matrix (Matrix) in either the form provided by City, or in a format approved by City, and account for all management services that will be supplied to the City as they relate to cardholder data that is stored, processed, or transmitted on behalf of City. The Matrix shall be updated in regularly and in a timely manner to reflect any changes in the provision of such management services. Upon its completion, the Matrix is hereby incorporated into the Contract and any updates or revisions to the Matrix will also be incorporated into this Contract without need for an amendment.
- 6. Contractor Hardware Inspections, Checklist and Notice of Unauthorized Access.** Contractor must physically inspect all kiosk devices, merchant terminals, and related payment hardware, accessible to Contractor, used in the acceptance, transmission, or storage of credit card data, at a frequency determined by the City. Contractor must document all hardware inspections using a checklist in accordance with PCI DSS requirement 9.9 (Checklist), located at: [https://www.pcisecuritystandards.org/document\\_library?category=pcidss&document=pci\\_ds\\_s](https://www.pcisecuritystandards.org/document_library?category=pcidss&document=pci_ds_s) or located at such other website as the PCI SSC may describe from time to time.
  - 6.01** Contractor must report immediately to the City, via email and phone call, any known device tampering or other breach, intrusion, or unauthorized access to cardholder data stored by or on behalf of Contractor. For purposes of this subsection a,

reporting to the City's Information Security Officer (CISO) and the Office of the City Treasurer will be deemed sufficient for notifying the City. Contractor also agrees to assume responsibility for informing all affected individuals in accordance with applicable law.

**6.02** Upon the City's request, Contractor must provide to City a copy of the Checklist.

#### **T. OPERATOR COSTS**

The following costs are to be borne by the Contractor: corporate management, salaries, accounting, legal services, marketing and entertainment.

- Operator to propose yearly management fee.
- Operator to submit annually for City approval, a proposed budget itemizing all facility operating expenses for the forthcoming year upon approval, annual budget shall become the basis for expenditures for that year. Monthly expenditures by the operator will be reimbursed out of gross parking receipts in conformance with the approved budget.
- Operator to submit proposed plan of operation with implementation schedule, to include, but not be limited to, the following activities for which the cost is borne solely by the Contractor and not reimbursable by the City: staffing, personnel training, uniforms, licenses, permits, insurance, accident/incident/safety plans and programs, equipment to be utilized, security requirements, parking program and revenue tracking documentation and reporting.
- A statement describing the source and amount of financing necessary for the operator to fulfill the terms of the proposal and agreement will be required. If all financing is to be funded solely by the Proposer, then this shall be so stated.
- Operator to maintain SaaS TIBA Spark subscription, years 2 thru 5 will be billed directly to the parking garage operator; 5-year total is \$22,560, the City will pay for the first year for a total of \$4,512.00.
- Operator to maintain SaaS Spark Cloud eValidation/Mobile Validation subscription, years 2 thru 5 will be billed directly to the garage operator; 5-year total is \$5,400, the City will pay for the first year for a total of \$1,080.00.

#### **U. TECHNICAL REPRESENTATIVE**

The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

#### **V. PRICE SCHEDULE**

Bidders are required to submit their bid prices on the City's Price Schedule herein attached as Attachment 1 – Price Schedule. The Price Schedule must be completed in full. Only the City's Price Schedule will be accepted. Any deviations from the Price Schedule may be considered non-responsive and unacceptable.

## RFP 10090252-25-P, Parking Management Services for East Village Green

### Questions and Answers

- Question 1:** In regards to the Scope of Work, Item 2, does the City require 100% dedication of the manager, or can it be shared with another facility?
- Response:** **The manager must be able to perform the duties as listed should they be assigned to multi-facilities.**
- Question 2:** In regards to Scope of Work, Item 4, does the City require periodic patrols or does the security personnel need to be onsite for all hours that parking staff is not present?
- Response:** **Yes, the City require periodic patrols.**
- Question 3:** Can the City confirm since there is not a line item for security, that security costs will be reimbursable?
- Response:** **Security cost will not be reimbursed.**
- Question 4:** In reference to the pricing sheet, specifically under "Operator Costs", we would like to confirm if the items detailed in the pricing schedule will be fixed for the first year or are they intended to be estimates? Could they be adjusted based on changing needs of the city or customers?
- Response:** **Items in the pricing schedule are fixed and not subject to change, except by mutual written agreement of the parties and as permitted by the contract.**
- Question 5:** In regards to hourly wages in the pricing sheet, is this inclusive or exclusive of taxes, etc?
- Response:** **Hourly wages should include what is applicable to the hourly wage determined by the proposer.**
- Question 6:** Is the City looking for the operator to generate these fixed wages or are they estimates? For example, if we were to hire someone at a lower wage, does the City get the benefit or does the operator?
- Response:** **The price proposal should be fixed wages for each line item.**
- Question 7:** How many public access points will be available to the garage?
- Response:** **For foot traffic there will be two exit points and one entry point. For vehicles, there is one exit and one entry.**
- Question 8:** Will the location be secured with security gates? Will the security gates be secured at all times?
- Response:** **The parking garage does not have a gate. For pedestrian access there is a gate at one exit.**

Question 9: How many spaces, if any, will be reserved for EV charging?

**Response:** Ten spaces.

# CITY OF SAN DIEGO

**PURCHASING & CONTRACTING DEPARTMENT**  
1200 Third Avenue, Suite 200  
San Diego, CA 92101-4195  
Fax: (619) 236-5904

## ADDENDUM C

**Request for Proposal (RFP):** 10090252-25-P

**Revised RFP Closing Date:** April 21, 2025 @  
2:00p.m.

City of San Diego Bid to provide **Parking Management Services for East Village Green**

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

1. Delete the original cover sheet and replace with the attached Addendum C cover sheet. (**NOTE:** the Questions and Comments Due Date has been extended to April 4, 2025 @ 12:00 p.m., and the bid closing date has been extended to April 21, 2025 @ 2:00 p.m.).
2. Delete the original Request for Proposal Signature Page 3 and replace with the attached Addendum C Request for Proposal Signature Page 3.

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT



Paige Spounias-Flynn  
Senior Procurement Contracting Officer  
(619) 533-6441



**Request for Proposals (RFP) for 10090252-25-P, Parking Management Services for East Village East**

**Addendum C**

<b>Solicitation Number:</b>	10090252-25-P
<b>Solicitation Issue Date:</b>	February 27, 2025
<b>Pre-Proposal Conference:</b>	March 06, 2025, at 11:00 a.m. – Refer to the e-bidding system for details.
<b><i>Revised</i> Questions and Comments Due:</b>	April 04, 2025 @ 12:00 p.m.
<b><i>Revised</i> Proposal Due Date and Time (“Closing Date”):</b>	April 21, 2025 @ 2:00 p.m.
<b>Contract Terms:</b>	One (1) year from Effective Date, with four (4), additional one (1) year options to renew from the Effective Date, as defined in Article I, Section 1.2 of the City’s General Contract Terms and Provisions.
<b>City Contact:</b>	Paige Spounias-Flynn Senior Procurement Contracting Officer pflynn@sandiego.gov (619) 533-6441
<b>Submissions:</b>	<p>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 bid via PlanetBids, of their response as described herein.</p> <p><b>The City may require Bidders to submit original hard copies prior to execution of the contract if the PlanetBids electronic submission does not include an authorized electronic signature page (e.g., Adobe Sign, DocuSign).</b></p> <p><b>Completed and signed RFP signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.</b></p>

Addendum C  
April 1, 2025

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

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

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

CONTRACTOR

CITY OF SAN DIEGO  
A Municipal Corporation

BY:

\_\_\_\_\_  
Proposer

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
City

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

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

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

BY:

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

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

\_\_\_\_\_, 20\_\_\_\_.  
HEATHER FERBERT, City Attorney

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT  
1200 Third Avenue, Suite  
200 San Diego, CA  
92101-4195 Fax: (619)  
236-5904

## ADDENDUM D

**Request for Proposal (RFP):** 10090252-25-P      **RFP Closing Date:** April 21, 2025 @ 2:00p.m.

City of San Diego Proposal to provide **Parking Management Services for East Village Green**

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

- 33 Delete the original cover sheet and replace with the attached Addendum D cover sheet. (**NOTE:** No changes have been made).
- 33 Delete the original Request for Proposal Signature Page 3 and replace with the attached Addendum C Request for Proposal Signature Page 3. (**NOTE:** No changes have been made).
- 73 Remove pages 6-10 of the RFP Exhibit B and replace with the attached Addendum D, RFP pages 6-10. (**NOTE:** Changes made are highlighted).
- 13 Remove Attachment 1 – Price Schedule pages 15-17 of the original RFP and replace with the attached Attachment 1 – Price Schedule pages 15-17. (**NOTE:** Changes made are highlighted; this Addendum D Price Schedule must be used for final submission to the RFP).
- G3 Add six (6) pages of “Questions and Answers.” (**NOTE:** These questions and answers are being provided for information purposes only and are not part of any resulting contract from this RFP).

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT



Paige Spounias-Flynn  
Senior Procurement Contracting Officer  
(619) 533-6441

Addendum D  
April 7, 2025



**Request for Proposals (RFP) for 10090252-25-P, Parking Management Services for East Village East**

**Addendum D**

<b>Solicitation Number:</b>	10090252-25-P
<b>Solicitation Issue Date:</b>	February 27, 2025
<b>Pre-Proposal Conference:</b>	March 06, 2025, at 11:00 a.m. – Refer to the e-bidding system for details.
<b>Questions and Comments Due:</b>	April 04, 2025 @ 12:00 p.m.
<b>Proposal Due Date and Time ("Closing Date"):</b>	April 21, 2025 @ 2:00 p.m.
<b>Contract Terms:</b>	Five (5) years from the Effective Date, as defined in Article I, Section 1.2 of the City's General Contract Terms and Provisions.
<b>City Contact:</b>	Paige Spounias-Flynn Senior Procurement Contracting Officer pflynn@sandiego.gov (619) 533-6441
<b>Submissions:</b>	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 bid via PlanetBids, of their response as described herein.

**The City may require Bidders to submit original hard copies prior to execution of the contract if the PlanetBids electronic submission does not include an authorized electronic signature page (e.g., Adobe Sign, DocuSign).**

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

Addendum D  
April 7, 2025

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

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

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

CONTRACTOR

CITY OF SAN DIEGO  
A Municipal Corporation

\_\_\_\_\_  
Proposer

BY:

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

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

\_\_\_\_\_  
City

\_\_\_\_\_  
Title

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

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

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

BY:

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

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

\_\_\_\_\_, 20\_\_\_\_.

HEATHER FERBERT, City Attorney

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

2. The Contractor will be responsible for obtaining and maintaining all necessary hardware and software required for the execution of services under this contract. In the event that the current hardware or software provider goes out of business or there are significant system changes, the Contractor shall, with the City's approval and input, procure and implement replacement hardware or software to ensure continuity of services. The Contractor shall seek the City's prior approval for any such changes and provide thorough documentation to support the proposed replacements. The City reserves the right to review and approve all proposed hardware and software solutions to ensure they meet the City's requirements and standards.

3. Contractor agrees to operate the parking facility as constructed unless otherwise agreed by the City. Contractor agrees to repair and maintain City equipment and facilities used in the paid parking operation, including but not limited to the TIBA X60 Series parking control equipment installed in the parking garage. With respect to the parking control equipment, Contractor further agrees to maintain applicable licensing for these systems pursuant to the terms of Section V of this Agreement.

4. Contractor agrees to keep the parking facilities, including stairwells, clean and clear of refuse and obstructions, including dirt around corners and drains, and shall dispose of all garbage, trash and rubbish on a daily basis. Additionally, Contractor is responsible for providing all necessary labor, equipment, materials, and supervision to ensure effective pest management and prevention. In addition, Contractor shall be required to clean all stairwells with disinfectant daily, assuring a clean and odor-free stairwell. The City will provide all required cleaning chemicals. Once per month, Contractor shall sweep parking facility from top to bottom floors. Every 6 months, or as directed by the Contract Administrator, facility shall be scrubbed down utilizing a method agreed to by the City, from top to bottom floors of the parking facility to remove all accumulated dirt, oil, grease and grime. Contractor shall clean the elevators and elevator lobbies as needed. City shall maintain the elevators. The parking structure includes all parking levels, entrance and exit ramps continuous from the street grade, all passenger waiting areas, and stairwells.

5. Graffiti removal for the parking garage shall be the responsibility of the Contractor and shall be removed by the Contractor. Exceptions shall be inaccessible areas of the premises, which shall be the responsibility of the City. Graffiti shall be removed within 24 hours upon being reported to or observed by attendant, manager or contractor. Graffiti containing vulgarities, discriminatory language symbols or depictions or depictions or indications of violence should be removed immediately upon report to or observations by attendant, manager or contractor. Contractor shall hold applicable licenses per Section I.

6. Contractor must comply with any requirements arising from any audit's evaluations conducted by the City. Contractor agrees that the Agency or its designee will have the right to obtain, review, and copy all records pertaining to performance of the contract. Contractor agrees to provide the Agency or its delegate with any relevant information requested and shall permit the Agency or its delegate access to its premises. Such access shall be upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other materials that may be relevant to a matter under investigation for the purpose of determining compliance with the agreement. Contractor further agrees to maintain such records for a period of three (3) years after final payment under the contract.

7. Contractor shall be responsible for accomplishing a monthly inventory and accounting of all City supplies and equipment entrusted to the contractor. The monthly inventory of items will include a comparison to the previous month's inventory and indicate additions, shortages or damages since the previous month. The inventory will be submitted to the City for review by the fifteenth (15th) day of each month.

8. Contractor shall maintain a current manual of standard operating procedures for the parking garage, pre-approved by the City. The manual shall provide information relative, but not limited to, the following:

- 8.1 Inventory of and description and use of equipment
- 8.2 Tow-away procedures
- 8.3 Procedures for opening/closing of ramps
- 8.4 Types of parking stickers and validation tickets
- 8.5 Maintenance of pay-on-foot machines and exit pay station
- 8.6 Procedures for addressing all parking-related equipment including any malfunctions of equipment and/or elevators
- 8.7 Payroll deductions and managing all  
PCI data securely and in compliance with current PCI SSC
- 8.8 Monthly permit sign-up procedures, including partial month(s)
- 8.9 Clean-up procedures for garage and equipment
- 8.10 Refund procedures
- 8.11 Validation procedures
- 8.12 Procedures for investigating, documenting and reporting all  
accidents involving bodily injury and/or claims for property  
damage.

9. Contractor shall implement and maintain a current Maintenance Services Manual for the parking garage, pre-approved by the City. The manual shall provide information relative, but not limited to:

- 9.1 Graffiti-removal procedures and other types of vandalism
- 9.2 Cleaning procedures
- 9.3 Painting and striping procedures for parking stall
- 9.4 Procedures and schedule for maintaining lightning, paint and  
equipment in working order
- 9.5 Garage cleaning procedures for:
  - i Power washing
  - ii Elevator floors and buttons
  - iii Emptying and cleaning all trash cans

**10. While not required, in the event the Contractor deploys their own network and hardware infrastructure, Contractor will ensure the network meets the following City standards:**

- 10.1 Network and Hardware Infrastructure:
  - i. Vendor must supply and maintain network switches and  
routers required for system operation.
  - ii. Vendor must provide all necessary computer equipment to  
support system management and transactions.
  - iii. Vendor must ensure seamless connectivity between  
parking meters, central servers, and any associated

applications.

**10.2 Internet Service Provider (ISP) Management:**

- i. Vendor must procure and maintain an independent, high-speed internet connection dedicated to the parking meter system.
- ii. ISP service must be stable, secure, and have minimal downtime to ensure uninterrupted transactions and operations.

**10.3 System Monitoring & Maintenance:**

- i. Vendor must offer 24/7 monitoring and technical support to maintain uptime and system integrity.
- ii. Vendor must provide software updates, patches, and security enhancements, as necessary.
- iii. A regular maintenance schedule must be proposed to ensure system longevity and efficiency.

**10.4 Reporting & Data Management:**

- i. Vendor must provide real-time and scheduled reports on system performance, transaction data, and security logs.
- ii. Data retention policies must comply with local and federal regulations.

**H. MAINTENANCE OF PROPERTY**

Contractor shall be responsible for regularly assessing the condition of the parking garage and its systems; developing and implementing building operations; and performing preventive maintenance to maintain, preserve and keep the parking garage and its systems in a decent, safe, and sanitary condition. Contractor shall maintain the parking garage in a decent, safe, and sanitary condition in accordance with local code and in a condition acceptable to City.

All equipment purchased/ reimbursed by the City shall remain the property of and ownership retained by the City. Contractor shall be responsible for the maintenance and repair of items lost, damaged or destroyed due to negligence of the Contractor or its employees. Only those items damaged or destroyed through normal wear and tear or items that are damaged due to City's gross negligence shall be chargeable to and eligible for reimbursement by the City.

Contractor shall have no authority, nor shall it have any obligation to make any structural changes in the property or make any other major alteration or additions in or to any building or equipment therein, notwithstanding anything set forth in this RFP, unless approved by City. A comprehensive inspection of the parking garage to include exterior, commercial spaces, unit interiors, common areas and mechanical areas is to be performed on a quarterly basis. Report of observed conditions, including deficiencies and plan to remedy, if appropriate, should be submitted to the City within 10 days of inspection completion.

1. Contractor's work area shall be maintained in a decent safe, and sanitary condition in accordance with local codes(s). Contractor shall maintain the property at all times in a condition acceptable to the City.

2. Contractor shall not procure any service contract (adding additional signage, painting, adding or removing equipment, etc.) without prior written approval of the City.

3. Contractor shall purchase such equipment, tools, appliances, materials and supplies as are necessary for the proper operation and maintenance of the parking garage.

#### I. DIR AND CONTRACTOR LICENSES REQUIREMENTS

Services as defined in Exhibit B. Scope of Services that respondent cannot provide and intends to subcontract, must provide sub-contractor information with submittal on the Contractor Standards Pledge of Compliance form. **If a sub-contractor is providing services subject to wage requirements as defined in Exhibit A, both Primary and Sub-Contractor must meet the wage requirements and submit the following information:**

##### 1. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER.

	Registration No.	Expiration Date	Name
DIR Registration No.			
Subcontractor's DIR Registration No.			

##### 2. LICENSES.

To perform the work described in this solicitation, Contractors must hold a current **C-33 (required for graffiti removal)**, State Contractor's License.

Any Contractor holding a different license who feels qualified to bid on this work must notify the City Contact in writing at least seven (7) days prior to the bid closing. After a thorough review of the proposed license substitution, the City will inform the proposer, in writing, of its decision prior to the bid closing. The City's decision is final.

Any person supervising the use of pesticides, herbicides, or rodenticides must possess a valid Qualified Applicator's Certificate for Category B. The Contractor must also hold a Pest Control Business License, must retain the services of a licensed Pest Control Advisor (PCA), and must be registered with the County Agriculture Commissioner. The Contractor must possess the below licenses prior to submitting their proposal. Please provide numbers and details in chart below.

The Contractor and/or subcontractor must possess licenses and certification at the time of bid submittal and throughout the term of the contract as follows:

	License Number	Expiration Date	Name
State of California Contractor's License	Class: No.:		
	Class: No.:		
	Class: No.:		
	Class: No.:		

#### J. TRANSITION PLAN

1. Contractor shall cooperate with the City and the incumbent Contractor at the beginning of the Contract, and the succeeding Contractor at the expiration of the Contract, to accomplish a smooth transition of responsibility and requirements between the respective Contractors. City shall coordinate with the former Contractor for a two (2) week consulting period to allow for transfer of information, if applicable.

#### **K. QUALIFICATIONS AND EXPERIENCE**

1. Proposers shall demonstrate that they are qualified to perform the work as specified in this RFP. Previous experience in furnishing parking management services for similar public activities to the requirements specified in this RFP, and proposer's track record of performance, will be an important consideration. This will enable the City to judge the proposer's reliability, performance, and other information.

2. Proposers shall provide an organizational chart and staffing profile, including sub-Contractors if applicable, reflecting their organizational structure. The staffing profile shall include the leadership of the Contractor's Contract team the Contractor's area of specialization, project manager(s) and lead(s), the chain of command, and the identification of the day-to-day staff, indicating by percentage the level of availability and involvement for this Contract. Contractor shall provide a brief explanation for key staff who are allotted less than full time dedication, or whom are allotted full time dedication (i.e., 100%).

3. Proposers shall submit upon request detailed information regarding the training and support provided to all personnel, including supervisors. The manager that will liaise and communicate with the Contract Administrator/Designee, shall also respond to patron parking inquiries via phone calls and emails daily.

#### **L. PAST PERFORMANCE AND REFERENCES**

1. Proposer shall have a minimum of five (5) years' experience in the operation of public parking facilities similar to the garage, not only in terms of size, but also in terms of efficiently managing different types of parkers and their needs. This must include experience in operating at least one parking garage owned by a public agency.

2. Proposers shall submit a list of all relevant contracts held in the last four (4) years including contract dates, contact person, address, telephone number and reason for termination or any non-renewal contracts.

3. Proposers are required to provide a minimum of three (3) references to demonstrate successful performance for work of similar size and scope as specified in this Contract during the past five years. The name of the project, a brief description of results, and the dollar amount of the contract shall be provided for each listed reference along with contact information. Each reference shall be listed with its respective awarding and completion (if applicable) dates noted. If sub-contractors were used, the listed experience shall describe the exact tasks that each firm performed.

# ATTACHMENT 1 – PRICE SCHEDULE

## ADDENDUM D

**Table 1.0**

Item	Description	Monthly Cost	Annual Cost	Comments
1	Salaries and Wages	\$	\$	
2	Accrued Wages	\$	\$	
3	Employee Benefits	\$	\$	
4	Payroll Taxes	\$	\$	
5	Workers Comp	\$	\$	
6	Liability Insurance	\$	\$	
7	Payroll Processing Fees	\$	\$	
8	Drug/alcohol Screenings, DMV Checks	\$	\$	
9	Business and Sales Taxes	\$	\$	
10	EDP/Accounting/ Banking Charges	\$	\$	
11	Equipment, Materials and Supplies	\$	\$	
12	Signs, Licenses and Permits	\$	\$	
13	Uniforms	\$	\$	
14	Tickets	\$	\$	
15	Telephones, Computers and Technology	\$	\$	
16	Repairs, Maintenance Services/ Supplies	\$	\$	
17	Cleaning costs and Supplies	\$	\$	
18	Legal and audit charges	\$	\$	
19	Credit Card Fees (applicable only if operator owns merchant account)	\$	\$	
20	Customer Service Call Center Fee	\$	\$	

21	Mileage	\$	\$	
22	Other Parking Management Fees, etc.	\$	\$	
23	Security Services	\$	\$	
24	TIBA Spark Subscription		\$18,048.00	Year 2 – Year 5 Total
25	Spark Cloud eValidation/Mobile Validation		\$4,320.00	Year 2 – Year 5 Total
	<b>TOTAL PARKING MANAGEMENT FEE</b>	\$	\$	
	<b>FIVE-YEAR TOTAL</b>		\$	

**Table 2.0**

**Note:** Table 2.0, Table 3.0 and Table 4.0 will not be considered as part of the evaluation for price.

Parking User Chargers	Monthly Charges	Annual Charges	Comments
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
<b>TOTAL</b>	\$	\$	
<b>FIVE-YEAR TOTAL</b>	\$	\$	

**Table 3.0**

Revenue Type	Monthly Revenue	Annual Revenue	Comments
	\$	\$	
	\$	\$	
	\$	\$	
<b>TOTAL</b>	\$	\$	
<b>FIVE-YEAR TOTAL</b>	\$	\$	

**TABLE 4.0:**

PROPOSED STAFFING TABLE	
Staff Title	Hourly Rate

## **RFP 10090252-25-P, Parking Management Services for the East Village Green**

### **Questions and Answers**

**Question 1:** Does the planned TIBA X-60 equipment come equipped with EMV payment solutions? Will mobile pay options be available?

**Response:** **Yes, TIBA X-60 equipment does come equipped with an EMV payment solution. Per TIBAs website they do have a partner with Park Mobile for mobile pay options.**

**Question 2:** Clarification of submission instructions: "Proposer is required to provide one (1) original hard copy and one (1) electronic copy (e.g., thumb drive or CD), or an electronic bid via PlanetBids, of their response as described herein." Do we need to submit a hard copy along with our Planet Bids submission or will just the Planet Bids submission suffice?

**Response:** **A PlanetBids submission will suffice.**

**Question 3:** How many lanes of PARCS equipment is in the garage?

**Response:** **One.**

**Question 4:** Will a valet service be needed?

**Response:** **No valet service is needed.**

**Question 5:** "Contractor shall hire a security firm to provide security for the parking garage outside of the hours that the parking attendant is scheduled." What type of security? What are the hours?

**Response:** **Roving guard throughout structure; security is to be provided outside of the hours that the parking attendant is scheduled.**

**Question 6:** We didn't see a line item for the security subcontracting requirement in the Price Schedule. Where should this be accounted for?

**Response:** **Please see updated Price Schedule attachment in Addendum D.**

**Question 7:** Will Pay-on-Foot machines be installed as part of the PARCS equipment? If so, will these machines accept cash and coins?

**Response:** **Yes, pay-on-foot machines will be installed. No, the machines will not accept cash and/or coins, cashless only.**

**Question 8:** Is there a preventative maintenance agreement in place with the

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TIBA Parcs equipment?

**Response:** No, the City does not have a preventative maintenance agreement in place, it is the expectation of the contractor to provide preventative maintenance to the TIBA Parcs equipment.

Question 9: Is there a prevailing wage, living wage or union labor requirement?

**Response:** Yes, see Exhibit B., Section I. DIR and Contractor Licenses Requirements, subsections 1 and 2. Additionally, please review Exhibit D as well.

Question 10: Is the Contractor expected to provide marketing and outreach efforts to attract monthly parkers or special event attendees?

**Response:** No, marketing and outreach efforts is not required of this RFP.

Question 11: Will there be designated EV charging stations in the garage, and if so, will the Contractor be responsible for maintaining them?

**Response:** Yes, there will be 12 stalls. The EV equipment is on a separate contract. The awarded contractor of this RFP will not be responsible for maintaining the EV charging stations.

Question 12: Table 1.0 of the price schedule shows a monthly and annual cost. We wanted to confirm that this price schedule should include any price escalations for the duration of the 5-year contract as it is not itemized per year.

**Response:** If applicable to your entity's proposal, include escalations as applicable to your price proposal.

Question 13: How should we factor in the event-based labor outside the set scheduled hours? As this can vary quite a bit, should it be factored in the wages on the price schedule or would it be billed on an as needed basis.

**Response:** Utilize Table 4.0 on the Price Schedule and indicate on "Staff Title" that the rates are specific to event-based labor.

Question 14: Can the City clarify if there are estimated staffing levels beyond the listed hours of operation?

**Response:** It is not known at this time, City shall provide 30 days' notice of the staffing levels required beyond listed hours of operation when need arises.

Question 15: Will the City provide maintenance support for major structural issues, or is the contractor responsible for all maintenance?

**Response:** Yes, the City will provide maintenance support for major structural issue.

Question 16: Will there be any set-up costs that need to be factored in and if so, how should they be factored into the pricing schedule?

**Response:** Yes, a networking line will need to be installed by contractor.

Question 17: Will the contractor need to maintain insurance beyond the contract period for claims related to operations?

**Response:** Please review Exhibit C., Article VII Indemnification and Insurance, subsection 7.2.5.5 Claims Made Policies (applicable only to professional liability).

Question 18: Can the contractor propose alternative methods for maintaining PCI-DSS compliance for credit card payments?

**Response:** No alternate methods will be considered.

Question 19: Will there be an opportunity for negotiation after the proposal is submitted?

**Response:** Please review Exhibit A. Proposal Submission and Requirements, subsection 2.2.

Question 20: Is the City open to a mutual termination clause?

**Response:** Please review Exhibit A. Proposal Submission and Requirements, Section A. Proposal Submission, Subsection 2.2.

Question 21: SOW para B.1.3. The City envisions a parking program that will balance and support some or all of the following: 1.3.1 Recreation Center/ Park users 1.3.2 Transient parking 1.3.3 Monthly parking (City employees, local businesses/residents or other) 1.3.4 Special Event parking 1.3.5 Night/ Weekend Parking. What is the City's desired transient to monthly parking space ratio for the East Village Green parking structure?

**Response:** 50% ratio with an opportunity to re-evaluate as needed.

Question 22: SOW para. B.1.3. Can the City provide a list of events occurring at East Village Green so that the proposer may plan staffing accordingly?

**Response:** List of events at this location is unknown currently. An events list will be provided when available to the Contractor.

Question 23: SOW para. B.1.3.4. How much advance notice will the City provide for additional staffing requests?

**Response: At least 30 days in advance**

Question 25: SOW para. F.2. "Staffing requirements include a designated manager to respond to intercom calls (Monday-Sunday), and to perform daily inspections, clean up and maintenance of the parking lot, stairwell, and parking equipment. This position will be responsible for the cleanliness and upkeep of all areas designated as part of the parking structure. They must also be vigilant of activities in the garage and report suspicious activity to security personnel in a timely manner (i.e., within an hour or less of observing suspicious activity)". What is the expectation for the manager's "on-site presence?" And what hours do they need to be on-site Monday-Sunday?

**Response: Manager must ensure staff is on-site and ensure duties are performed. Manager must be available during regular working hours and be responsive to the City when needed.**

Question 26: SOW para. I.1. (DIR AND CONTRACTOR LICENCES REQUIREMENTS). Parking management services do not usually require DIR registration. Does this line item apply to the RFP?

**Response: Yes, due to the nature of some of the maintenance work and graffiti removal services to be performed, a DIR registration is required for this RFP.**

Question 27: SOW para. I.2 (LICENSES) calls for Contractors to hold a current C-27-Landscaping Contractors License; however, there is no mention of the contractor being required to perform landscaping services. Does this line item apply to the RFP? If so, please explain how.

**Response: Please see updates to Exhibit B in Addendum D.**

Question 28: SOW para. I.2 (LICENSES) This line item also requires a valid Qualified Applicator's Certificate for Category B and The Contractor must also hold a Pest Control Business License, must retain the services of a licensed Pest Control Advisor (PCA), and must be registered with the County Agriculture Commissioner. These requirements are usually required to perform pest control services; however, the RFP makes no further mention of pest control service. Does this line item apply to the RFP? If so, please explain how.

**Response: Please see updates to Exhibit B in Addendum D.**

Question 29: SOW para J.1. refers to conducting a transition with an incumbent contractor. However, no other mention is made of an incumbent in the RFP. Does the East Village Green have an incumbent contractor? If so, please provide further details about the current contract.

**Response:** There is not an incumbent contractor. This language is specifically for the future transfer of the RFP when the contract expires, and a new RFP will need to be done.

Question 30: Will there be a CCTV system installed at the location, and if so, which vantage points will the camera system have? Would the parking operator have access to the camera footage?

**Response:** There are no security cameras installed at this location.

Question 31: Is there a minimum threshold for SLBE/ELBE participation to receive the full 12 evaluation points?

**Response:** In order to receive the full 12 evaluation points, the prime contractor must be a City of San Diego certified SLBE or ELBE firm. For more information on the evaluation scoring, please reference Section V, Small and Local Business Program Requirements in the Equal Opportunity Contracting Forms attachment in PlanetBids.

Question 32: Can the City clarify the requirement for a C-27, State Contractor's License for this contract, given that the scope of work is limited to parking management and does not include any landscaping services? A C-27 license is issued in California for landscaping contractors, which is not aligned with the actual scope of work presented.

**Response:** Please see updates to Exhibit B in Addendum D.

Question 33: Addendum B adjusted the Exhibit B Scope of Work item G. Duties to include a new item 10 which requires the contractor to install and maintain the parking meter system. Will the cost associated with the meter purchase and ongoing maintenance be reimbursed by the city, paid directly by the city (but coordinated by contractor), or do these costs need to be included in the contractor's Other Parking Management Fees, etc. line item on the Price Schedule?

**Response:** Please see updates to Exhibit B in Addendum D.

Question 34: The city's response to Addendum B Question and Answers, Question 3, indicates that security costs will not be reimbursed. Will the city pay the security costs directly or do these costs need to be included in the contractor's Other Parking Management Fees, etc. line item on the Price Schedule?

**Response:** Please see updated Price Schedule attachment in Addendum D.

Question 35: Exhibit B Scope of Work item C Revenue/Invoices item 2. indicates that the

city will reimburse contractor expenses in accordance with the approved annual budget. Please confirm that the line item costs the contractor will fill out on Attachment 1 - Price Schedule should be proposed budget amounts that may fluctuate with the contractor only reimbursed for the actual costs incurred, or if the line item costs on this form will be fixed with the contractor being reimbursed for these fixed costs even if the actual costs are lower. Since credit card fees will be directly related to the actual revenue collected, please confirm that this price will be reimbursed based on the actual fees charged and not a fixed amount.

**Response:**     **Correct, Contractor shall be reimbursed for actual costs incurred.**

Question 36: In reference to Section I DIR and Contractor Licenses Requirements, what licenses besides the C-27 would the City accept for this contract? Would a San Diego Business Tax Certificate work?

**Response:**     **Please see updates to Exhibit B in Addendum D.**

## 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. Duty to Comply with Equal Opportunity Outreach Plan. 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 Angeles 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

## AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

### CHECK ONE BOX ONLY.



The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.



The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: ACE Parking III, LLC

Certified By Michelle Dente Title EVP, Member Services

  
Name  
Signature

Date 3/31/2025

**EQUAL OPPORTUNITY CONTRACTING (EOC)**

1200 Third Avenue, Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

**BB. WORK FORCE REPORT**

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

NO OTHER FORMS WILL BE ACCEPTED

**CONTRACTOR IDENTIFICATION**

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

Name of Company: ACE Parking III, LLC

ADA/DBA: ACE Parking

Address (Corporate Headquarters, where applicable): 645 Ash St

City: San Diego County: San Diego State: CA Zip: 92101

Telephone Number: 619.233.6624 Fax Number: 619.233.0741

Name of Company CEO: John Baumgardner

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

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

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

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

Type of Business: Parking & Transportation Management Type of License: Parking Lots & Garages

The Company has appointed: Michelle Dente

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 530 B Street, Suite 110, San Diego, CA 92101

Telephone Number: 619.694.6755 Fax Number: N/A Email: mdente@aceparking.com

- ☒ One San Diego County (or Most Local County) Work Force - Mandatory  
☐ Branch Work Force \*  
☐ Managing Office Work Force

Check the box above that applies to this WFR.

\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of ACE Parking III, LLC

(Firm Name)

San Diego

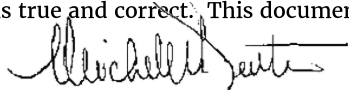
(County)

CA

(State)

hereby certify that information provided

herein is true and correct. This document was executed on this 31 day of March, 2025



(Authorized Signature)

Michelle Dente

(Print Authorized Signature Name)

**WORK FORCE REPORT – Page 2**NAME OF FIRM: ACE Parking III, LLCDATE: 3/31/2025OFFICE(S) or BRANCH(ES): San DiegoCOUNTY: San Diego

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	10	04	20	10	08	05	0	0	1	1	63	15	3	2
Professional	1	1	7	2	5	7	0	0	0	1	8	1	1	1
A&E, Science, Computer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technical	0	0	0	0	0	0	0	0	0	0	1	0	1	0
Sales	15	38	11	19	1	3	0	0	0	1	17	10	1	3
Administrative Support	6	18	12	29	8	16	0	0	0	4	13	29	3	2
Services	208	38	435	69	100	8	5	0	18	5	334	41	53	5
Crafts	1	0	0	0	3	0	0	0	0	0	1	1	0	0
Operative Workers	168	168	123	94	24	10	0	0	5	4	74	54	24	17
Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers*	21	9	25	16	3	0	0	0	0	0	13	3	2	0

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

Totals Each Column	430	276	633	238	152	49	5	0	24	16	524	154	87	9
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Grand Total All Employees	2,617.00
---------------------------	----------

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**WORK FORCE REPORT – Page 3**NAME OF FIRM: ACE Parking III, LLCDATE: 3/31/2025OFFICE(S) or BRANCH(ES): San DiegoCOUNTY: San Diego

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

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

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

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

**Grand Total All Employees**

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

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

## 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:

- <sup>1</sup> 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.

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## 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,

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  
Tiles  
Floor Sanders and Finishers  
Tile and Marble Setters

**Cement Masons, Concrete Finishers**

Cement Masons and Concrete Finishers  
Terrazzo Workers and Finishers

**Construction Laborers**

**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**

**City of San Diego**  
**CONTRACTOR STANDARDS**  
**Pledge of Compliance**

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

**This form contains 10 pages, additional information may be submitted as part of *Attachment A*.**

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

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**B. BIDDER/PROPOSER INFORMATION:**

Legal Name		DBA	
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest\* of all persons who are directly or indirectly involved\*\* in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

\* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

\*\* Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

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

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

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

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

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

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

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

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

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

**C. OWNERSHIP AND NAME CHANGES:**

1. In the past five (5) years, has your firm changed its name?

**Yes**                      **No**

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

2. Is your firm a non-profit?

**Yes**                      ☐ **No**

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

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

**Yes**                      **No**

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

**D. BUSINESS ORGANIZATION/STRUCTURE:**

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required. [ACE Parking is a Limited Liability Company \(LLC\)](#)

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

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

Type of corporation:    C                      Subchapter S

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

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

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

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

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

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

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

Please list the following: **Authorized** **Issued** **Outstanding**

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

**Limited Liability Company** Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

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

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**Partnership** Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List names of all firm partners:

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**Sole Proprietorship** Date started: \_\_\_\_\_

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

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**Joint Venture** Date formed: \_\_\_\_\_

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

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

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

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

**Yes                      No**

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

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

**Yes                      No**

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

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

**Yes                      No**

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

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

**Yes                      No**

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

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

**Yes                      No**

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

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

**Yes                      No**

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

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

Name of Bank: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

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

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

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

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

**F. PERFORMANCE HISTORY:**

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

Yes                      No

If Yes, use Attachment A to explain specific circumstances.

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

Yes                      No

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

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

Yes                      No

If Yes, use Attachment A to explain specific circumstances.

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

Yes                      No

If Yes, use Attachment A to explain specific circumstances.

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

Yes                      No

If Yes, use Attachment A to explain specific circumstances.

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

Yes                      No

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

7. Performance References:

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

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

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

Contact Name and Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

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

Contract Date: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

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

Contact Name and Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

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

Contract Date: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

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

Contact Name and Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

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

Contract Date: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

#### **G. COMPLIANCE:**

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

**Yes**

**No**

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

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

**Yes**

**No**

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

#### H. BUSINESS INTEGRITY:

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

Yes                      No

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

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

Yes                      No

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

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

Yes                      No

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

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

Yes                      No

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

#### I. BUSINESS REPRESENTATION:

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

Yes                      No

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

Yes                      No

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

3. Are you certified as any of the following:

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

#### J. WAGE COMPLIANCE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit. **SLBE #8781**

**L. STATEMENT OF AVAILABLE EQUIPMENT:**

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

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

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

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

Initial submission of *Contractor Standards Pledge of Compliance*

Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement

Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement

Update of prior *Contractor Standards Pledge of Compliance* dated \_\_\_\_\_.

**Complete all questions and sign below.**

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

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

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

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

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

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

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

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

_____		_____
Name and Title	Signature	Date

City of San Diego  
CONTRACTOR STANDARDS  
Attachment "A"

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

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

<hr/>	 <hr/>	<hr/>
Print Name, Title	Signature	Date

**LIVING WAGE ORDINANCE**  
**CERTIFICATION OF COMPLIANCE**  
REQUIRED BY SAN DIEGO MUNICIPAL CODE §22.4225(c)

**COMPANY INFORMATION**

Company Name: ACE Parking Management, Inc

Company Address: 615 Ash St, San Diego, CA 92101

Company Contact Name: Brad Elsass

Contact Phone: 619.952.3885

**CONTRACT INFORMATION**

Contract Number (if no number, state location): 10090252-25-P

Start Date:

Contract Title (or description): Parking Management Services for East Village Green

End Date: 5 Years from the Effective Date

Purpose/Service Provided: Parking management

**TERMS OF COMPLIANCE**

A contractor or subcontractor working on or under the authority of an agreement subject to the Living Wage Ordinance [LWO] must comply with all applicable provisions unless specifically approved for an exemption. Basic requirements of the LWO are:

- (a) Pay covered employees the current fiscal year hourly wage rate;
- (b) If any lesser amount is applied toward the health benefits rate, add this difference to the hourly wage rate as cash;
- (c) Provide minimum of 80 compensated leave hours per year for illness, vacation, or personal need at the employee's request and permit 80 additional unpaid leave hours for personal or family illness when accrued compensated leave hours have been used;
- (d) Annually distribute a notice with the first paycheck after July 1 to inform all covered employees of LWO requirements, their possible right to Federal Earned Income Tax Credit, and possible availability of health insurance coverage under the Affordable Care Act;
- (e) Prohibit retaliation against any covered employee who alleges noncompliance with the requirements of the LWO;
- (f) Permit access for authorized City representatives to work sites and records to review compliance with the LWO; and
- (g) Maintain wage and benefit records for covered employees for 3 years after final payment.

If a subcontractor fails to submit this completed form, the prime contractor may be found in violation of the LWO for failure to ensure its subcontractor's compliance. This may result in a withholding of payments or termination of the agreement.

**CONTRACTOR CERTIFICATION**

By signing, the contractor certifies under penalty of perjury under laws of the State of California to the following:

- (a) comply with the requirements of the Living Wage Ordinance; and
- (b) will perform at least fifty percent (50%) of the work with its own employees.

John Baumgardner

CEO

Name of Signatory

Title of Signatory

Signature

3/28/2025

Date

**FOR OFFICIAL CITY USE ONLY**

Date of Receipt:

LWO Analyst:

Contract Number:

# 10090252-25-P\_EVG Parking Management Services

Final Audit Report

2025-09-25

Created:	2025-09-24
By:	Paige Flynn (PFlynn@sandiego.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7FKs-eomKDRhm4ZIm69y6SO0nAeNmM4J

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-  Document created by Paige Flynn (PFlynn@sandiego.gov)  
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-  Document emailed to jbaumgardner@aceparking.com for signature  
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-  Signer jbaumgardner@aceparking.com entered name at signing as JOhn Baumgardner  
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-  Signer bbyun@sandiego.gov entered name at signing as Brian Byun  
2025-09-25 - 5:48:17 PM GMT- IP address: 172.56.244.198



Document e-signed by Brian Byun (bbyun@sandiego.gov)

Signature Date: 2025-09-25 - 5:48:19 PM GMT - Time Source: server- IP address: 172.56.244.198



Agreement completed.

2025-09-25 - 5:48:19 PM GMT



**Adobe Acrobat Sign**