

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10090133-24-D, Parking
Management Services for the Library Department**

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) # 10090133-24-D, Parking Management Services for the Library Department (Contractor).

RECITALS

On or about 6/5/2024, 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 Library 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:

Jennifer Jungers, Contract Administrator
Library Department
330 Park Blvd
San Diego, CA 92101
(619) 236-5854
JenniferP@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 January 1, 2025, upon execution 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 \$1,619,605.00.

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 Contractor's Proposal; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

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

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

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

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

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

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

CONTRACTOR

ACE Parking III, LLC

Proposer

645 Ash Street

Street Address

San Diego, CA 92101

City/State/Zip

(619) 233-6624

Telephone No.

jbaumgardner@aceparking.com

E-Mail

CITY OF SAN DIEGO
A Municipal Corporation

BY:

Claudia Abarca

Print Name: Claudia Abarca

Title: Director, Purchasing & Contracting

01/22/2025

Date Signed

BY:

John Baumgardner

John Baumgardner (Jan 7, 2025 15:14 PST)

Signature of
Proposer's Authorized
Representative

John Baumgardner

Print Name

Chief Executive Officer

Title

01/01/2025

Date

Approved as to form this 22nd day of
January, 2025

HEATHER FERBERT, City Attorney

BY: *Kenneth So*

Kenneth So (Jan 23, 2025 16:07 PST)

Deputy City Attorney

RFP and Article I - V - Parking Management Services_Vendor Signature Required

Final Audit Report

2025-01-07

Created:	2025-01-07
By:	Damian Singleton (dsingleton@sandiego.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYnl9554Se0nsmL9N17KgBjv451kkv4xJ

"RFP and Article I - V - Parking Management Services_Vendor Signature Required" History

-  Document created by Damian Singleton (dsingleton@sandiego.gov)
2025-01-07 - 10:47:50 PM GMT- IP address: 156.29.5.177
-  Document emailed to jbaumgardner@aceparking.com for signature
2025-01-07 - 10:51:57 PM GMT
-  Email viewed by jbaumgardner@aceparking.com
2025-01-07 - 11:10:05 PM GMT- IP address: 66.249.84.224
-  Signer jbaumgardner@aceparking.com entered name at signing as John Baumgardner
2025-01-07 - 11:14:25 PM GMT- IP address: 70.185.146.152
-  Document e-signed by John Baumgardner (jbaumgardner@aceparking.com)
Signature Date: 2025-01-07 - 11:14:27 PM GMT - Time Source: server- IP address: 70.185.146.152
-  Agreement completed.
2025-01-07 - 11:14:27 PM GMT



Adobe Acrobat Sign

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 required to attend the pre-proposal conference. Proposer's failure to attend will result in disqualification.

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 Reserved.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

Tab B – Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

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

2.13 Proposer's response to the RFP.

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

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

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

5. 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
A. Responsiveness to the RFP	30
1. Requested information included and thoroughness of response	
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary	
3. Technical Aspects	
4. Exceptions to RFP	
B. Staffing Plan	25
1. Qualifications of personnel adequate for requirement(s)	
2. Clearly defined Roles/Responsibilities of personnel	
C. Firm's Capability to provide the Services and Expertise and Past Performance	35
1. Relevant experience of the Firm	
2. Other pertinent experience	
3. Location in the general geographical area of the project and knowledge of the locality of the Project	
4. Past/Prior Performance	
5. Capacity/Capability to meet The City of San Diego needs in a timely manner	
6. Reference checks	
D. Price	10
E. Reserved	
SUB TOTAL MAXIMUM EVALUATION POINTS:	100
F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	112

*The City shall apply a maximum of an additional 12 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 TO PROCEED. The successful proposer is required to submit the following documents to P&C within ten (10) business days from the date on the Notice to Proceed letter:

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

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

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

4. Reserved.

5. 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

1. The City of San Diego (City) requests proposals from qualified firms to furnish Parking Management Services to the Central Library and Mission Hills/Hillcrest Branch Library.

B. LOCATIONS

1. CENTRAL LIBRARY

1.1 The Central Library parking structure is a two-story underground structure containing 250 parking stalls located at 330 Park Boulevard in the East Village near Petco Park under the Central Library, and shall remain in operation during Library open hours as specified on the City's Website: <https://www.sandiego.gov/public-library/central-library>. It is estimated that the Central Library will have approximately 1200-1300 visitors per day who may arrive via public transportation, by foot, and by vehicle. The parking structure includes all parking levels, entrance and exit ramps continuous from the street grade, all passenger waiting areas, and stairwells. The parking structure may operate beyond Library open hours, upon prior approval of the Library Department.

1.2 The Central Library parking structure is equipped with one Flash Parking entry device (which dispenses tickets, CC entry with intercom, RFID reader, and scanner) and one Flash Parking exit device (Pay in lane via credit cards, validations, intercom, RFID reader, and scanner). Visitors may pay their parking fees via the self-service pay station at the drive up exit gate.

1.3 There is a dedicated location (booth) for an attendant. However, the City does not require this booth be staffed for current operations. Contractor will need to assign personnel to respond to intercom calls (Monday-Saturday), and to perform daily inspections, clean up and maintenance of the parking lot, stairwell, and parking equipment.

1.4 Central Library public hours are subject to change and initially will be:

Days of Operation	Hours of Operation
Monday and Tuesday	11:30 a.m. – 8:00 p.m.
Wednesday – Saturday	9:30 a.m. – 6:00 p.m.
Sunday	1:00 p.m. – 5:00 p.m.

1.5 The facility shall be used only for parking of vehicles for the benefit and convenience of the Central Library, e3 Civic High School, Library Foundation, 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.

1.6 The monthly rates and charges will be established by the City for the City Library staff (one hundred thirty spaces) at rates comparable to those paid at other City

parking facilities by City employees. The current staff rate is \$42.50 per month. Library staff are authorized to use their parking space during working hours only. Library staff may be on the premises from 6 a.m. to 9 p.m. daily. There may be Library staff on the premises outside of these hours due to library programming, special events or local city events.

1.7 The e3 Civic High School currently has 10 spaces for monthly parking valid from 6:00 a.m. to 6:00 p.m. Monday through Friday.

1.8 Library Foundation will have up to 10 spaces for monthly parking valid from 6:00 a.m. to 6:00 p.m. Monday through Friday.

1.9 Rates and charges for the public will be recommended by the Contractor based on market conditions for each category identified in Section C. 1 below.

1.10 Library visitors may receive parking validation during library open hours for the first two hours of their visit.

2. MISSION HILLS/HILLCREST

2.1 The Mission Hills/Hillcrest Branch Library parking structure is two-stories containing 88 parking stalls located at 215 W. Washington Street and shall remain in operation during Library open hours as specified on the City's Website: <https://www.sandiego.gov/public-library/locations/mission-hills-library>. It is estimated that the Library will have approximately 400-475 visitors per day who may arrive via public transportation, by foot, and by vehicle. The parking structure includes all parking levels, entrance and exit ramps continuous from the street grade, all passenger waiting areas, and stairwells. The parking structure may operate beyond Library open hours, upon prior approval of the Library Department.

2.2 The Mission Hills/Hillcrest Parking structure is equipped with one Flash Parking entry device (which dispenses tickets, CC entry with intercom, RFID reader, and scanner) and one Flash Parking exit device (Pay in lane via credit cards, validations, intercom, RFID reader, and scanner). Visitors may pay their parking fees via the self-service pay station at the drive up exit gate.

2.3 There is not a dedicated location (booth) for an attendant. Contractor will need to assign personnel to respond to intercom calls (Monday-Saturday), and to perform daily inspections, clean up and maintenance of the parking lot, stairwell, and parking equipment.

2.4 Mission Hills/Hillcrest public hours are subject to change and initially will be:

Days of Operation	Hours of Operation
Monday and Tuesday	11:30 a.m. – 8:00 p.m.
Wednesday – Saturday	9:30 a.m. – 6:00 p.m.
Sunday	Closed

2.5 The facility shall be used for parking of vehicles for the benefit and convenience of the Library staff and the public. Parking vouchers and monthly parking may be purchased by local businesses, and organizations as well as other City departments pending availability and upon the approval between the City and the Contractor.

2.6 The monthly rates and charges will be established by the City for the Library staff (eight spaces) at rates comparable to those paid at the other City parking facilities by City employees. The current staff rate is \$42.50 per month. Library staff are authorized to use their parking space during working hours only. Library staff may be on the premises generally from 6:00 a.m. to 9:00 p.m. daily. There may be Library staff on the premises outside of these hours due to library programming, special events or local city events.

2.7 Rates and charges for the public will be recommended by the Contractor based on market conditions for each category identified in Section C. 1 below.

2.8 Library visitors may receive parking validation during library open hours for the first two hours of their visit at the Library Information Desk.

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:

Jennifer Jungers, Contract Administrator
San Diego Public Library
330 Park Blvd. MS17
San Diego, CA 92101
(619) 236-5854
JenniferP@sandiego.gov

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 C.1

2. Contractor shall submit an Annual Budget Projection Report for the Library's parking structures 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 expiration 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 the Library.

4. Additional reports may be requested by the City as needed.

E. STAFFING REQUIREMENTS

1. Staffing requirements at the Central Library shall include a qualified Parking Garage Attendant scheduled 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 in a timely manner. The City also requires a Parking Facility Manager housed at the Central Library that will liaise and communicate with the Contract Administrator/Designee or Library staff. This position will also respond to patron parking inquiries via phone calls and emails daily.

2. Staffing requirement at the Mission Hills/Hillcrest Branch Library shall include a Parking Garage Attendant to respond to intercom calls (Monday-Saturday), 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 in a timely manner.

3. For special events, the City requires additional hours and coverage from the Contractor. The Contractor shall meet with Library staff 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. 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.

6. City shall reimburse Contractor for all utility services (internet service, phone service and special utility services) that are considered reasonable as determined at the sole discretion of the City, subject to prior written approval by City.

7. Contractor agrees to operate the parking facility as constructed unless otherwise agreed by the City.

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 Description and use of equipment
- 8.2 Tow-away procedures
- 8.3 Opening/closing of ramps
- 8.4 Types of parking stickers
- 8.5 Payroll deductions and cash payments
- 8.6 Sign-up procedures, including partial month(s)
- 8.7 Clean-up procedures
- 8.8 Refund procedures
- 8.9 Validation procedures

9. Proposals in response to this RFP must include a complete itemized list and amounts of all expenses to be charged to the City and parking users. Proposals must also include a separate list of all projected revenue types, and levels of revenues anticipated.

F. DUTIES

1. 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. 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.

2. 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.

G. MAINTENANCE OF PROPERTY

1. 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 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. 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.

2. 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.

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

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

H. 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 former Contractor a two (2) week consulting period to allow for transfer of information, if applicable.

I. QUALIFICATIONS AND EXPERIENCE

1. Proposers must also 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. Contractor 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 accountability of the Contractor's project manager(s) and lead(s), the chain of command, and the identification of the day-to-day staff, indicating by percentage, whether they will be fully or partially dedicated to the Contract. Less than full time dedication, or 100%, of any members of the Contractor's team shall be explained.

J. PAST PERFORMANCE AND REFERENCES

1. Proposers are required to provide a minimum of three 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.

K. 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 toll-free 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.

L. 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

M. 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.

N. PERFORMANCE EVALUATION MEETING

1. The Contractor shall be readily available to meet 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.

O. 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.

P. PHOTO IDENTIFICATION BADGE

1. The Contractor shall provide any individual assigned to the City, a company photo identification badge, 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.

Q. 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 provision 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 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.

R. PRICE SCHEDULE

In order to be considered responsive to this RFP, Proposers shall submit pricing on the form and in the format provided herein in its entirety. Any deviations from the Pricing Schedule may be considered non-responsive and unacceptable. Pricing shall be inclusive of all fees and costs associated with the cost of services as described in the RFP, including but not limited to support services and overtime, travel and any other expenses incurred in the course of representing the City, including any sub participation. No other fees, costs, or other charges will be considered.

Price Schedule

Item	Monthly Cost	Annual Cost	Comments
Salaries and Wages	\$	\$	
Accrued Wages	\$	\$	
Employee Benefits	\$	\$	
Payroll Taxes	\$	\$	
Workers Comp	\$	\$	
Liability Insurance	\$	\$	
Payroll Processing Fees	\$	\$	
Drug/alcohol Screenings, DMV Checks	\$	\$	
Business and Sales Taxes	\$	\$	
EDP/Accounting/Banking Charges	\$	\$	
Credit Card PCI Security Charges	\$	\$	
Equipment, Materials and Supplies	\$	\$	
Signs, Licenses and Permits	\$	\$	
Uniforms	\$	\$	

Item	Monthly Cost	Annual Cost	Comments
Tickets	\$	\$	
Telephones, Computers and Technology	\$	\$	
Repairs, Maintenance Services/ Supplies	\$	\$	
Cleaning costs and Supplies	\$	\$	
Legal and audit charges	\$	\$	
Management Fees, Commissions and Incentives	\$	\$	
Miscellaneous	\$	\$	
Any Additional Costs/Charges – List all	\$	\$	
TOTAL	\$	\$	
FIVE-YEAR TOTAL		\$	

COMBINED COST PROPOSAL

R. PRICE SCHEDULE

In order to be considered responsive to this RFP, Proposers shall submit pricing on the form and in the format provided herein in its entirety. Any deviations from the Pricing Schedule may be considered non-responsive and unacceptable. Pricing shall be inclusive of all fees and costs associated with the cost of services as described in the RFP, including but not limited to support services and overtime, travel and any other expenses incurred in the course of representing the City, including any sub participation. No other fees, costs, or other charges will be considered.

Price Schedule

Item	Monthly Cost	Annual Cost	Comments
Salaries and Wages	\$ 13,003	\$ 156,033	
Accrued Wages	-	-	
Employee Benefits	\$ 1,782	\$ 21,384	
Payroll Taxes	\$ 1,879	\$ 22,547	
Workers Comp	\$ 1,092	\$ 13,107	
Liability Insurance	\$ 1,417	\$ 17,000	
Payroll Processing Fees	\$ 15	\$ 180	
Drug/alcohol Screenings, DMV Checks	\$ 54	\$ 650	
Business and Sales Taxes	\$ 97	\$ 1,160	
EDP/ Accounting/ Banking Charges	\$ 560	\$ 9,000	
Credit Card PCI Security Charges	-	-	
Equipment, Materials and Supplies	\$ 600	\$ 7,200	
Signs, Licenses and Permits	-	-	
Uniforms	\$ 67	\$ 800	



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

ARTICLE I

SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II

CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

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

ARTICLE III COMPENSATION

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

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

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

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

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

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

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

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

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

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, 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 RFP 10090133-24-D, Parking Management Service for the Library Department
General Contract Terms and Provisions

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.

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.

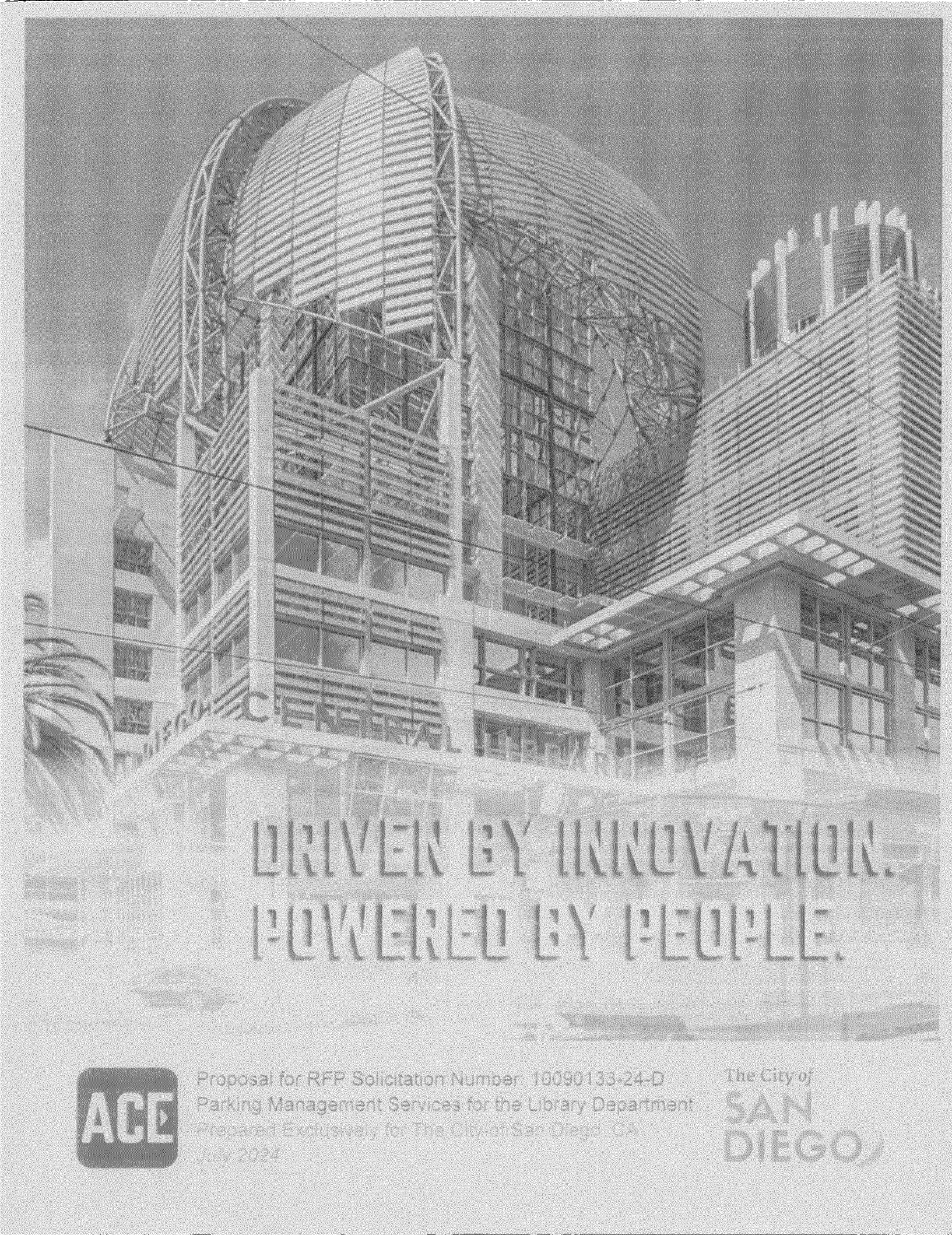
5. Payroll Records. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City.

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.



DRIVER BY INNOVATION.
POWERED BY PEOPLE.



Proposal for RFP Solicitation Number: 10090133-24-D
Parking Management Services for the Library Department
Prepared Exclusively for The City of San Diego, CA
July 2024





July 19, 2024

Damian Singleton
Senior Procurement Contracting Officer
City of San Diego
Purchasing & Contracting Department
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195

Dear Damian,

ACE is pleased to present a proposal for Parking Management Services for the Library Department, Solicitation 10090133-24-D. Our proposal will outline a partnership approach to continue providing exceptional parking operation services for the Central Library and the Mission Hills/Hillcrest Branch Library.

Value Proposition for the City

After carefully evaluating your RFP specifications coupled with our experience at these parking operations, we have identified the following opportunities for ACE to continue adding value to the City of San Diego ("City").

- 5-Year Library Parking Operation Experience
- 60+ Year City of San Diego Relationship
- Local Company Headquartered in San Diego
- Most Experienced Management Team in San Diego
- Proven Operational Success
- Forward-Thinking Recommendations
- Innovative Technology Solutions
- No Operator Transition = Consistent Customer Experience

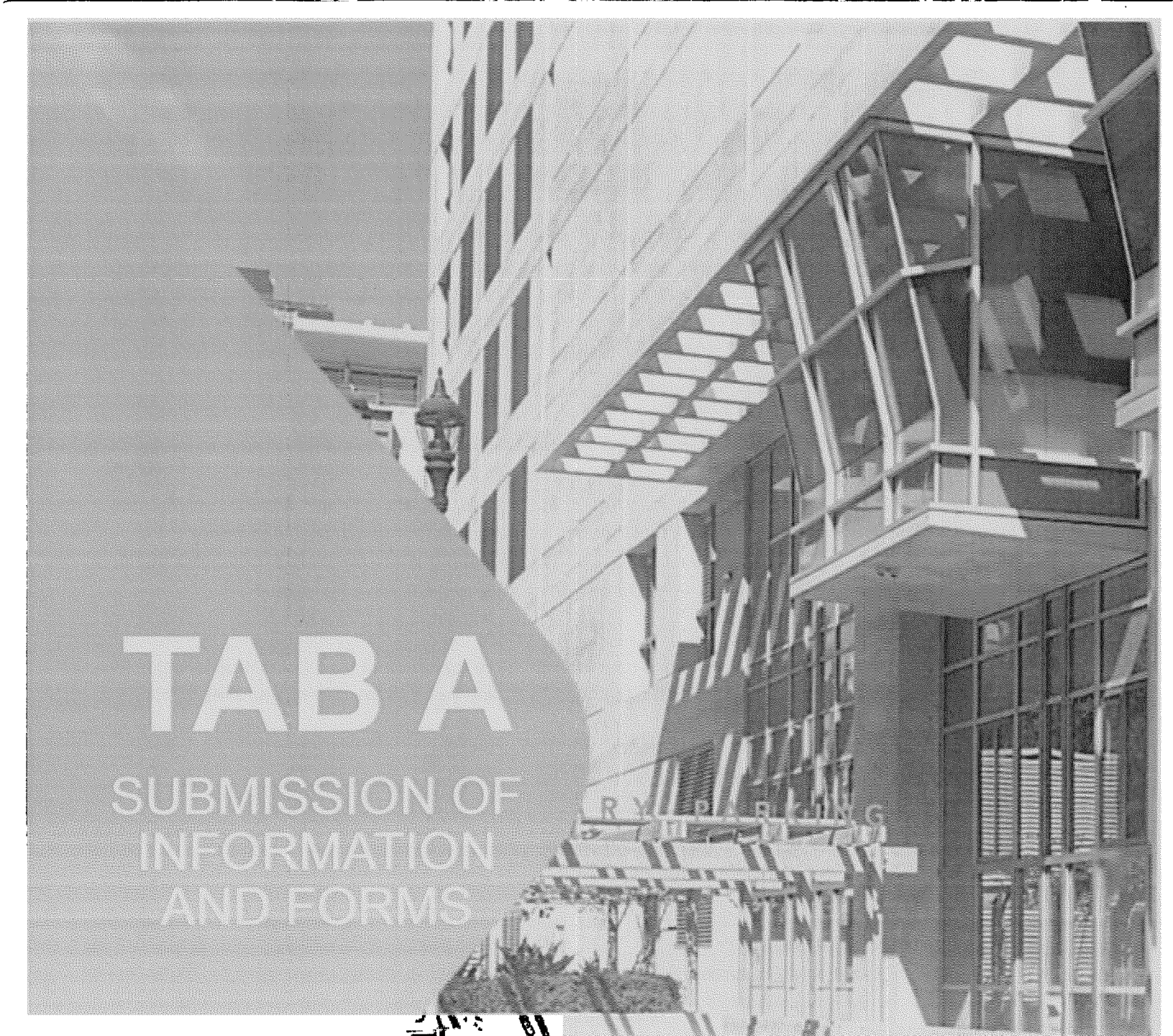
Commitment

Your ACE team will continue to bring a forward-thinking mindset to our partnership with the City by taking a proactive approach to achieving your goals. We thank you for this opportunity to present our vision for an extended ACE agreement with the city and look forward to meeting with you to discuss our proposal.

Sincerely,

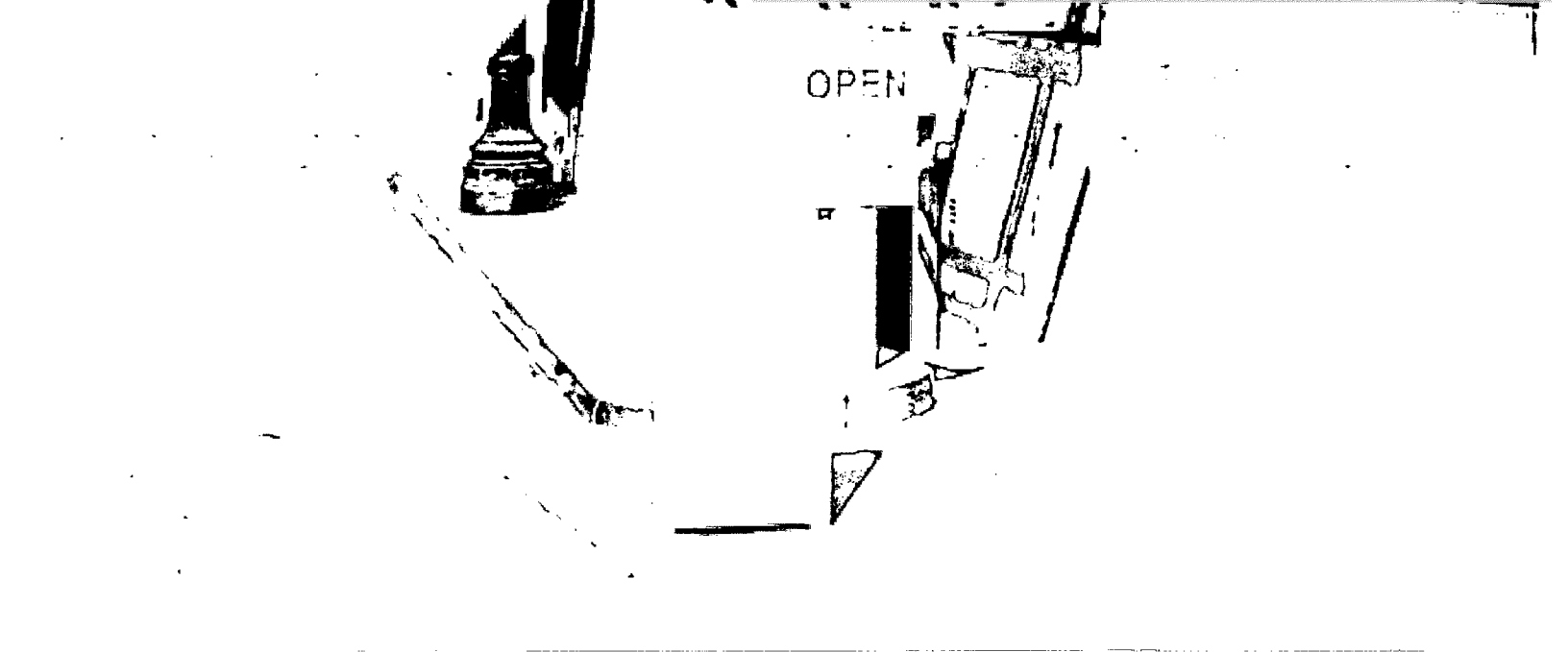
A handwritten signature in black ink, appearing to read "Steve Burton".

Steve Burton
President



TAB A

SUBMISSION OF
INFORMATION
AND FORMS



OPEN

A – SUBMISSION OF INFORMATION AND FORMS



2.1 ADDENDUM A REQUEST FOR PROPOSAL SIGNATURE PAGE

2.1 Completed and signed Contract Signature Page. *If any addenda are issued, the latest Addendum Contract Signature Page is required. **Addendum A:** Item # 2. Delete the original Request for Proposal Signature Page 3 and replace with the attached Addendum A Request for Proposal Signature Page 3.*

On the following page, ACE has completed and signed the Addendum A RFP signature page. In addition, ACE acknowledges the issuance of Addendum A, and we comply with the changes.

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

ACE Parking III, LLC

Proposer

645 Ash Street

Street Address

San Diego, CA 92101

City

619-233-6624 extension 1118

Telephone No.

sburton@aceparking.com

E-Mail

BY: _____

Print Name: _____

Director, Purchasing & Contracting Department

Date Signed

BY: 

Signature of
Proposer's Authorized
Representative

Steve Burton

Print Name

President

Title

7-18-24
Date

Approved as to form this _____ day of _____,

_____, 20_____
MARA W. ELLIOTT, City Attorney

BY: _____
Deputy City Attorney

A – SUBMISSION OF INFORMATION AND FORMS



2.2 EXCEPTIONS

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.*

No exceptions taken.



A – SUBMISSION OF INFORMATION AND FORMS



2.3 CONTRACTOR STANDARDS PLEDGE OF COMPLIANCE FORM

2.3 The Contractor Standards Pledge of Compliance Form.

On the following pages, ACE has completed and signed the Contractor Standards Pledge of Compliance Form. It is an UPDATE of a prior Contractor Standards Pledge of Compliance dated October 18, 2018.



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:

Request for Proposal (RFP) for Parking Management Services for the Library Department

B. BIDDER/PROPOSER INFORMATION:

ACE Parking III, LLC		ACE Parking	
Legal Name		DBA	
645 Ash Street	San Diego	CA	92101
Street Address	City	State	Zip
Steve Burton, President	(619) 233-6624	(619) 233-0741	
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.

Keith B. Jones	Managing Principal
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Owner of the company	
Interest in the transaction	

John Baumgardner	CEO
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No direct financial interest	
Interest in the transaction	

Steve Burton	President
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No direct financial interest	
Interest in the transaction	

Brian Gansert	President, Operations
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Zero interest	
Interest in the transaction	

Brad Elsass	Senior Vice President, Strategic Initiatives
Name	Title/Position
Zero interest	
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 ten (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:

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	\$ _____

ACE PARKING III, LLC is a Limited Liability Company (LLC).

Limited Liability Company Date formed: 08/29/2009 State of formation: California

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

Keith B. Jones, Owner & Managing Partner, 645 Ash Street, San Diego, CA 92101 - 100% ownership

☐ Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

☐ Sole Proprietorship Date started: _____

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

☐ Joint Venture Date formed: _____

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

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

Name of Bank: California Bank & Trust (a division of Zions Bank) (CB&T)

Point of Contact: Robert Hulterstrom, Executive Vice President (Bob.Hulterstrom@calbt.com)

Address: 4320 La Jolla Village Drive, Suite 130, San Diego, CA 92122

Phone Number: (858) 623-3120

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.: B1999002953 Year Issued: 2024

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: Civic Communities

Contact Name and Phone Number: Jeff Zinner, Sr. Project Manager 619-533-7122

Contact Email: zinner@civiccommunities.com

Address: 8989 Rio San Diego Drive, Suite 100, San Diego, CA 92108

Contract Date: 1998

Contract Amount: \$1,800,000.00

Requirements of Contract: ACE manages all of the parking operations for Civic Communities San Diego.

Company Name: San Diego Padres

Contact Name and Phone Number: Ken Kawatchi, SVP Petco Park 619-686-6358

Contact Email: kkawatchi@padres.com

Address: One Park Blvd, San Diego, CA 92101

Contract Date: 1989

Contract Amount: \$2,000,000.00

Requirements of Contract: ACE has been the Petco Parks parking provider since the new ballpark opened in Downtown San Diego.

Company Name: Port of San Diego

Contact Name and Phone Number: Kristine Love 619-686-6358

Contact Email: klove@portofsandiego.org

Address: 3165 Pacific Hwy, San Diego, CA 92101

Contract Date: January 1, 1989

Contract Amount: \$ 1,200,000.00

Requirements of Contract: ACE manages multiple parking structures with full and partial automation.

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: Villas Power Sweeping

Address: 3024 Fairmount Ave, San Diego, CA 92105

Contact Name: Cesar Villa Phone: (619) 851-4152 Email: cvsweepers@gmail.com

Contractor License No.: B2022008511 DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ \$ 3,000.00 (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: Power Sweeping

Identify whether company is a subcontractor or supplier: Subcontractor

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

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

Company Name: TSCM

Address: 17791 Jamestown Lane, Huntington Beach, CA 92647

Contact Name: Jacki Pugliese Phone: 714-849-1988 Email: jacki@tscmcorp.com

Contractor License No.: 934760 DIR Registration No.: 1000045709

Sub-Contract Dollar Amount: \$ 35,000 (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: Parking Equipment Repair

Identify whether company is a subcontractor or supplier: Subcontractor

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

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

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

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: SAS Access Systems

Address: 9153 Chesapeake Dr, San Diego, CA 92123

Contact Name: Bob Jaffe Phone: (858) 541-7896 Email: bob_jaffe@sasaccess.com

Contractor License No.: 841232 DIR Registration No.: 1000015289

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

Scope of work subcontractor will perform: Parking Equipment Repair

Identify whether company is a subcontractor or supplier: Subcontractor

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

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit. Annual Contract Value: service/repairs as needed

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

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

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

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

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

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

L. STATEMENT OF AVAILABLE EQUIPMENT:

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

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

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

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

- ☐ Initial submission of *Contractor Standards Pledge of Compliance*
- ☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- ☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- ☒ Update of prior *Contractor Standards Pledge of Compliance* dated 10/18/2018

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.

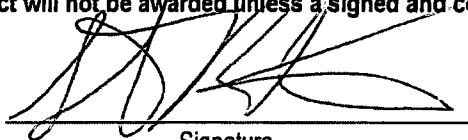
I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (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.

Steve Burton, President

Name and Title



Signature

7-18-24

Date

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

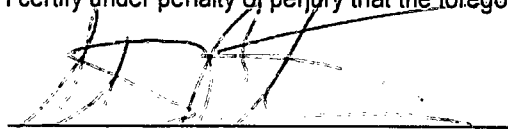
Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.
Print in ink or type responses and indicate question being answered.

Not Applicable; No additional information has been included.

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.

Steve Burton, President

Print Name, Title.



Signature

7-18-21

Date

A – SUBMISSION OF INFORMATION AND FORMS



2.4 EQUAL OPPORTUNITY CONTRACTING FORMS

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

On the following pages, our Equal Employment Opportunity Officer (EEOO), Michelle Dente – Executive Vice President of Member Services (HR), has completed and signed the Equal Opportunity Contracting forms.



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

Name

Title EVP, Member Services

Date 07/18/24

Signature



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 Street

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: jbaumgardner@aceparking.com

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: 619-450-6145 Fax Number: _____ 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, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 18 day of July, 2024

(Authorized Signature)

Michelle Dente

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: ACE Parking III, LLC

DATE: _____

OFFICE(S) or BRANCH(ES): San Diego

COUNTY: 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
--------------------	-----	-----	-----	-----	-----	----	---	---	----	----	-----	-----	----	---

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 3NAME OF FIRM: ACE Parking III, LLC

DATE: _____

OFFICE(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 Report¹. 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 county². 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^{1,3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

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

¹ One San Diego County (or Most Local County)

Work Force – Mandatory in most cases

² Branch Work Force *

³ Managing Office Work Force

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

RACE/ETHNICITY CATEGORIES

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

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

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

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

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

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

Exhibit A: Work Force Report Job Categories – Administration

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

Management & Financial

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

Professional

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

Material Recording, Scheduling, Dispatching,
and Distributing Workers
Other Education, Training, and Library
Occupations
Other Office and Administrative Support
Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support
Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related
Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective
Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants
and Aides
Other Food Preparation and Serving Related
Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving
Workers
Supervisors, Personal Care and Service
Workers
Transportation, Tourism, and Lodging
Attendants

Crafts

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

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

A – SUBMISSION OF INFORMATION AND FORMS



2.5 LIVING WAGE ORDINANCE CERTIFICATION OF COMPLIANCE

2.5 Living Wage Ordinance Certification of Compliance.

On the following page, ACE has completed and signed the Living Wage Ordinance Certification of Compliance.



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

COMPANY INFORMATION

Company Name: ACE Parking III, LLC

Company Address: 645 Ash Street, San Diego, CA 92101

Company Contact Name: Steve Burton, President

Contact Phone: 619-233-6624

CONTRACT INFORMATION

Contract Number (if no number, state location): RFP No. 10090133-24-D Start Date:

Contract Title (or description): Parking Management Services for the Library Dept End Date:

Purpose/Service Provided: Parking Management Services

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.

Steve Burton

President

Name of Signatory

Title of Signatory

Signature

Date

FOR OFFICIAL CITY USE ONLY

Date of Receipt:

LWO Analyst:

Contract Number:

A – SUBMISSION OF INFORMATION AND FORMS



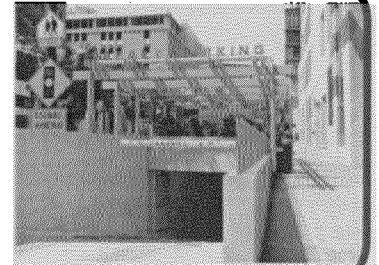
2.8 PROPOSAL ORGANIZATION/SCOPE OF WORK CONTENT INDEX

2.8 Additional Information as required in Exhibit B (Scope of Work).

Given ACE's relationship with the City of San Diego over the last 60 years, the City can feel confident that ACE truly understands what it will take to deliver on the Scope of Work ("SOW") outlined in the RFP. Additionally, given ACE's consistently stellar reputation with the City of San Diego, you can trust that ACE will deliver on our promises over the five-year term of this agreement, just as we have over the past five years.



5 YEARS
OF EXPERIENCE
& PARTNERSHIP
2019-2024



Proposal Organization of Tab B

We have organized the next section (Tab B) of our proposal based on the categories in Exhibit A, Section C. Evaluation of Proposals, Item 3.6 Evaluation Criteria (RFP, page 9) for the **Responses to Specifications** to the Scope of Work (Exhibit B). The following is a summary of these topics and the order in which we have addressed each category in this section of our proposal.

- › Title Page
- › Table of Contents (of entire Proposal)
- › a. Responsiveness to the RFP
- › b. Staffing Plan
- › c. Firm's Capability to provide the Services and Expertise and Past Performance
- › d. Price

We have also included on the following pages an index to identify which categories in this section of our proposal address each item in the Scope of Work.

PROPOSAL (TAB B)
Organized by
RFP EXHIBIT A – 3.6
EVALUATION CRITERIA
CATEGORIES



CATEGORY & SOW INDEX
Attached for Quick Reference
to Proposal Content



A – SUBMISSION OF INFORMATION AND FORMS

Individual SOW Section Icons & The SOW Proposal Content Index

In addition to providing the following index to identify which proposal category includes details regarding each SOW item, we have included Individual SOW Section Icons to help identify where each SOW item is addressed.

Individual SOW Section Icons

 SOW A.1.

Use icons to identify specific proposal content

SCOPE OF WORK SECTION		PRIMARY RESPONSE SECTION	PAGE #
A. OVERVIEW			
A.1.	Request for Proposal Statement	Reviewed/Acknowledged by ACE	N/A
B. LOCATIONS			
B.1.	Central Library (background info 1.1-1.10)	Reviewed/Acknowledged by ACE	N/A
B.2.	Mission Hills/Hillcrest (background info 2.1-2.8)	Reviewed/Acknowledged by ACE	N/A
C. REVENUE/INVOICES			
C.1.	Gross Revenues & Monthly Revenue Statement	Tab B – c. Firm's Capability, Expertise & Past Performance – 5. Capacity/Capability	72, 82
C.2.	City's Reimbursement & Invoicing Policy	Tab B – c. Firm's Capability, Expertise & Past Performance – 5. Capacity/Capability	82
D. RECORDS AND REPORTS			
D.1.	Monthly Revenue Statement	Tab B – c. Firm's Capability, Expertise & Past Performance – 2. Other Pertinent Experience – Financial Reporting	71-72
D.2.	Annual Budget Projection Report	Tab B – c. Firm's Capability, Expertise & Past Performance – 2. Other Pertinent Experience – Financial Reporting	71
D.3.	Actual Monthly Operating Statement	Tab B – c. Firm's Capability, Expertise & Past Performance – 2. Other Pertinent Experience – Financial Reporting	71
D.4.	Additional Reports	Tab B – c. Firm's Capability, Expertise & Past Performance – 2. Other Pertinent Experience – Financial Reporting	71
E. STAFFING REQUIREMENTS			
E.1.	Staffing Requirements at the Central Library	Tab B – b. Staffing Plan – 1. Qualifications of Personnel	53
E.2.	Staffing Requirements at the Mission Hills/Hillcrest Branch Library	Tab B – b. Staffing Plan – 1. Qualifications of Personnel	53
E.3.	Special Events Staffing	Tab B – b. Staffing Plan – 1. Qualifications of Personnel	53
E.4.	City's Weekday, 3 Weekend Schedule	Tab B – b. Staffing Plan – 1. Qualifications of Personnel	53
E.5.	Market Rate Survey, 1 tab, 1 document each year	Tab B – b. Staffing Plan – 1. Qualifications of Personnel	54

A – SUBMISSION OF INFORMATION AND FORMS

SCOPE OF WORK SECTION		PRIMARY RESPONSE SECTION	PAGE #
E.6.	Reimbursement for All Utility Services by the City	Tab B – b. Staffing Plan – 1. Qualifications of Personnel	54
E.7.	Operating Parking Facility as Constructed	Tab B – b. Staffing Plan – 1. Qualifications of Personnel	54
E.8.	Standard Operating Procedures Manual	Tab B – b. Staffing Plan – 1. Qualifications of Personnel	54
E.9.	Itemized List & Amounts of All Expenses to be charged to City; List of All Projected Revenue Types & Levels of Revenue Anticipated	Tab B – b. Staffing Plan – 1. Qualifications of Personnel	54-56
F. DUTIES			
F.1.	Keeping Parking Facilities Clean	Tab B – c. Firm's Capability, Expertise & Past Performance – 2. Other Pertinent Experience – Facility Maintenance and Duties	66-68
F.2.	Graffiti Removal	Tab B – c. Firm's Capability, Expertise & Past Performance – 2. Other Pertinent Experience – Facility Maintenance and Duties	68
G. MAINTENANCE OF PROPERTY			
G.1.	Facility Preventive Maintenance	Tab B – c. Firm's Capability, Expertise & Past Performance – 2. Other Pertinent Experience – Facility Maintenance and Duties	69
G.2.	Keeping Work Area in Safe & Sanitary Condition	Tab B – c. Firm's Capability, Expertise & Past Performance – 2. Other Pertinent Experience – Facility Maintenance and Duties	69
G.3.	Request for Approval for Other Service Contracts	Tab B – c. Firm's Capability, Expertise & Past Performance – 2. Other Pertinent Experience – Facility Maintenance and Duties	69
G.4.	Purchase of Equipment/Tools/Supplies for Proper Operation & Maintenance of Parking Garage	Tab B – c. Firm's Capability, Expertise & Past Performance – 2. Other Pertinent Experience – Facility Maintenance and Duties	69
H. TRANSITION PLAN			
H.1.	Transition Requirement between Incumbent Contractor & Succeeding Contractor	Tab B – c. Firm's Capability, Expertise & Past Performance – 2. Other Pertinent Experience – Transition Plan	75-76
I. QUALIFICATIONS AND EXPERIENCE			
I.1	Demonstrate Proposer's Qualifications	Tab B – c. Firm's Capability, Expertise & Past Performance – 1. Relevant Experience	63-65
I.2	Organizational Chart & Staffing Profile	Tab B – b. Staffing Plan – 1. Qualifications of Personnel	49-52
J. PAST PERFORMANCE AND REFERENCES			
J.1	References (maximum of three)	Tab B – c. Firm's Capability, Expertise & Past Performance – 3. References	84-85
K. CUSTOMER SERVICE			
K.1	Customer Service Operations	Tab B – b. Staffing Plan – 2. Roles and Responsibilities	53-59

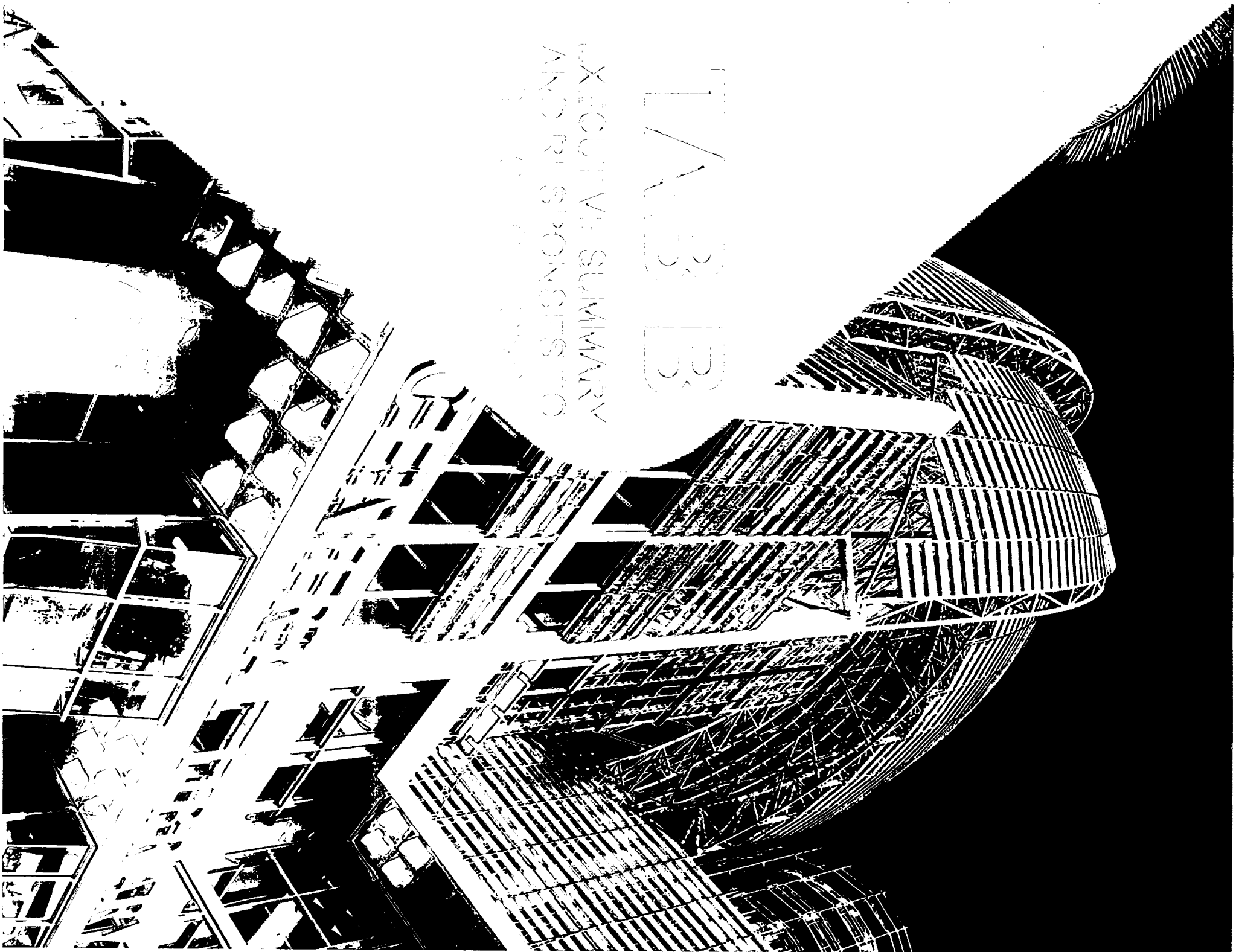
A – SUBMISSION OF INFORMATION AND FORMS

SCOPE OF WORK SECTION		PRIMARY RESPONSE SECTION	PAGE #
L. HOLIDAYS			
L.1.	City's Observed Holiday Listing	Tab B – b. Staffing Plan – 2. Roles and Responsibilities	60
M. CRIMINAL BACKGROUND SCREENING			
M.1.	Background Investigation Requirement	Tab B – b. Staffing Plan – 2. Roles and Responsibilities	60
N. PERFORMANCE EVALUATION MEETING			
N.1.	Evaluation Meeting with City Representatives	Tab B – b. Staffing Plan – 2. Roles and Responsibilities	61
O. CONTRACTOR PERSONNEL			
O.1.	Key Personnel Identified in Proposal Required to Complete the Work	Tab B – b. Staffing Plan – 2. Roles and Responsibilities	61
P. PHOTO IDENTIFICATION BADGE			
P.1.	Providing Photo Identification Badge to Personnel	Tab B – b. Staffing Plan – 2. Roles and Responsibilities	61
Q. PAYMENT CARD INDUSTRY DATA SECURITY STANDARDS (PCI DSS)			
Q.1.	PCI Compliance	Tab B – c. Firm's Capability, Expertise & Past Performance – 2. Other Pertinent Experience – Payment Card Industry Data Security Standards (PCI DSS)	73-74
Q.2.	Contacting Compliance with Payment Industry Security Standards Council	Tab B – c. Firm's Capability, Expertise & Past Performance – 2. Other Pertinent Experience – Payment Card Industry Data Security Standards (PCI DSS)	73-74
Q.3.	Attestation of PCI Compliance	Tab B – c. Firm's Capability, Expertise & Past Performance – 2. Other Pertinent Experience – Payment Card Industry Data Security Standards (PCI DSS)	73-74
Q.4.	Contractor Remediation	Tab B – c. Firm's Capability, Expertise & Past Performance – 2. Other Pertinent Experience – Payment Card Industry Data Security Standards (PCI DSS)	73-74
Q.5.	Service Provider Responsibility Matrix	Tab B – c. Firm's Capability, Expertise & Past Performance – 2. Other Pertinent Experience – Payment Card Industry Data Security Standards (PCI DSS)	73-74
Q.6.	Contractor Hardware Inspections, Checklist and Notice of Unauthorized Access, including 6.01 and 6.02	Tab B – c. Firm's Capability, Expertise & Past Performance – 2. Other Pertinent Experience – Payment Card Industry Data Security Standards (PCI DSS)	73-74
R. PRICE SCHEDULE			
	Price Schedule	Tab B – d. Price Tab C – Cost Price Proposal	87-89-94



T/13 B

EXECUTIVE SUMMARY AND RESPONSES TO PUBLIC COMMENTS



Proposal for

RFP Solicitation Number: 10090133-24-D

Parking Management Services for the Library Department

Executive Summary and Responses to Specifications

Prepared Exclusively for The City of San Diego



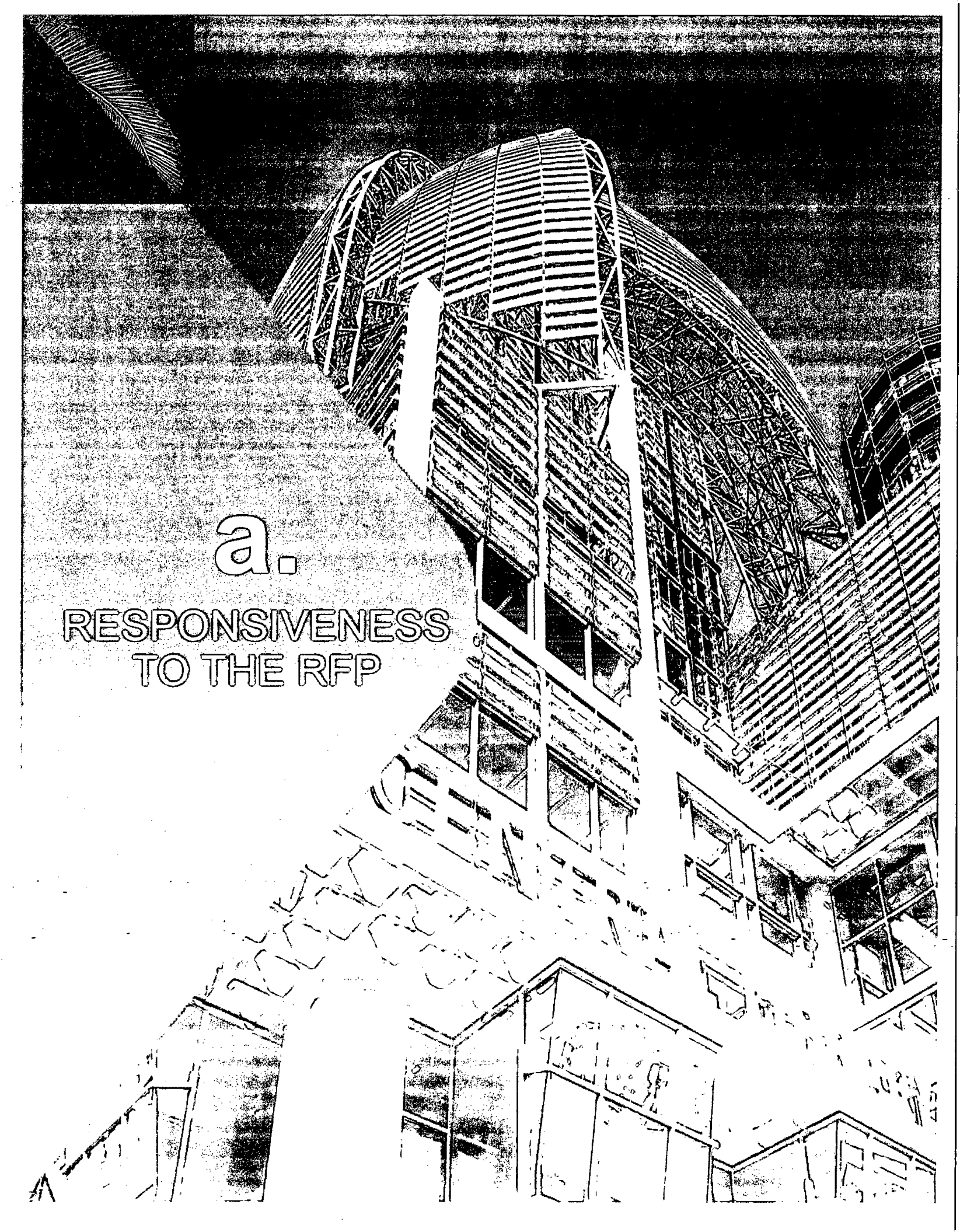
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B – EXECUTIVE SUMMARY AND RESPONSES TO SPECIFICATIONS

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2.3 Contractor Standards Pledge of Compliance Form	7
2.4 Equal Opportunity Contracting Forms	21
2.5 Living Wage Ordinance Certification of Compliance	34
2.8 Proposal Organization/Scope of Work Content Index	36
TAB B EXECUTIVE SUMMARY AND RESPONSES TO SPECIFICATIONS	40
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Table of Contents	42
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Executive Summary/Project Understanding	45
Technical Aspects	46
Exceptions to RFP	47
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Cost Proposal – Mission Hills/Hillcrest branch Library	91
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a.

RESPONSIVENESS
TO THE RFP

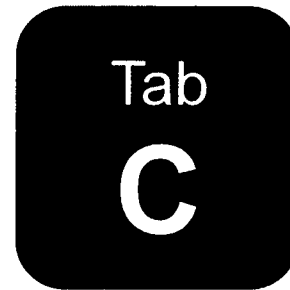
B – a. RESPONSIVENESS TO THE RFP

1. REQUESTED INFORMATION

REQUESTED INFORMATION

To demonstrate ACE's responsiveness to the RFP, we have answered and included ALL the requested information in three tabbed sections: A, B, and C.

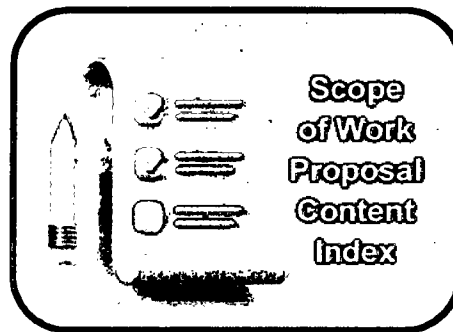
For quick access to the first page of each section, click on the chosen section graphic below:



Addressing the Scope of Work

Furthermore, we have included a *Scope of Work Proposal Content Index* under Tab A, Section 2.8 (pages 37-39) for the ease of finding proposal content addressing the scope of work.

For quick access to the Index, click on the graphic below:



B – a. RESPONSIVENESS TO THE RFP

2. EXECUTIVE SUMMARY/PROJECT UNDERSTANDING



EXECUTIVE SUMMARY/PROJECT UNDERSTANDING

With over 5-years of on-site experience and an over 60-year relationship with the City, *your ACE team brings an unparalleled understanding of the project goals for the City's library parking operations* and your mission to support the local community with a first-class parking experience.

**60-YEAR
CITY
RELATIONSHIP**

Local Company – Headquartered in San Diego

As detailed in the Relevant Experience portion of Tab B, c- Capacity, Expertise & Past Performance section of our proposal, ACE is headquartered in San Diego and brings over 74 years of parking expertise to our relationship with the city. As a 3rd-generation family-owned San Diego business, ACE provides the City with the resources of a large national company and the attention to individual location needs of a local entrepreneurial business.

Partnership Approach = Proven Library Operation Success

Your ACE team has developed a proven track record of consistently taking a partnership approach to supporting the City's library parking operations. We are proud of our 5-Year history of continuously providing recommendations and delivering results from the initiatives the City has approved. *The following Accomplishments and Recommendations are covered in more detail in the Past/Prior Performance portion of Tab B, subsection c – Capability, Expertise & Past Performance section of our proposal.*

**5-YEAR
LIBRARY
HISTORY**

Accomplishments

In the last 5 years, ACE has added value to the City's library parking operations by recommending and implementing several new initiatives which have included new fully automated parking equipment, more efficient and effective staffing plans, improved facility appearance, 24/7 intercom support services, and substantially increased overall and event revenue.

**NEW
EQUIPMENT
FLASH**

**REDUCED LABOR
LOWER
STAFFING COSTS**

**IMPROVED
APPEARANCE**

**IMPLEMENTED
ACE ASSIST
INTERCOM SUPPORT**

**247%
REVENUE INCREASE
2016-2023**

**600%
EVENT REVENUE
INCREASE**

Recommendations

Your ACE team will continue to bring forward-thinking recommendations to the City. The following is a list of current recommendations which are further detailed in the Past/Prior Performance portion of our proposal.

Afterhours Access
License Plate Recognition
CCTV Coverage
Painting & Wayfinding

Lighting Retrofit
Real-Time Occupancy Data
EV Charging Upgrades

No Operator Transition = Consistent Customer Experience

As a 3rd-generation family-owned San Diego business, ACE provides the City with the resources of a large national company and the attention to individual location needs of a local entrepreneurial business. ACE would ensure that the City would not experience any potential disruptions from a transition to a new operator.



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Parking Management Services for the Library Department | 45

B – a. RESPONSIVENESS TO THE RFP

3. TECHNICAL ASPECTS

TECHNICAL ASPECTS

To demonstrate ACE's responsiveness to the technical aspects of the RFP, we acknowledge and comply with all requirements in Exhibit B – Scope of Work.

EXHIBIT B – SCOPE OF WORK	☑ ACKNOWLEDGEMENT	PAGE # OF TECHNICAL RESPONSE
A. OVERVIEW	☑ SOW Acknowledged	N/A; See SOW Index – 37
B. LOCATIONS	☑ SOW Acknowledged	N/A; See SOW Index – 37
C. REVENUS/INVOICES	☑ SOW Acknowledged	82, 72
D. RECORDS AND REPORTS	☑ SOW Acknowledged	71-72
E. STAFFING REQUIREMENTS	☑ SOW Acknowledged	53-56
F. DUTIES	☑ SOW Acknowledged	66-68
G. MAINTENANCE OF PROPERTY	☑ SOW Acknowledged	69
H. TRANSITION PLAN	☑ SOW Acknowledged	75-76
I. QUALIFICATIONS AND EXPERIENCE	☑ SOW Acknowledged	49-52, 63-65
J. REFERENCES	☑ SOW Acknowledged	84-85
K. CUSTOMER SERVICE	☑ SOW Acknowledged	58-59
L. HOLIDAYS	☑ SOW Acknowledged	60
M. CRIMINAL BACKGROUND SCREENING	☑ SOW Acknowledged	60
N. PERFORMANCE EVALUATION MEETING	☑ SOW Acknowledged	61
O. CONTRACTOR PERSONNEL	☑ SOW Acknowledged	61
P. PHOTO IDENTIFICATION BADGE	☑ SOW Acknowledged	61
Q. PAYMENT CARD INDUSTRY DATA SECURITY STANDARDS (PCI DSS)	☑ SOW Acknowledged	73-74
R. PRICE SCHEDULE	☑ SOW Acknowledged	87, 89-94

B – a. RESPONSIVENESS TO THE RFP

4. EXCEPTIONS TO RFP



EXCEPTIONS TO RFP

ACE acknowledges and complies with this requirement. ACE takes no exceptions to the RFP.

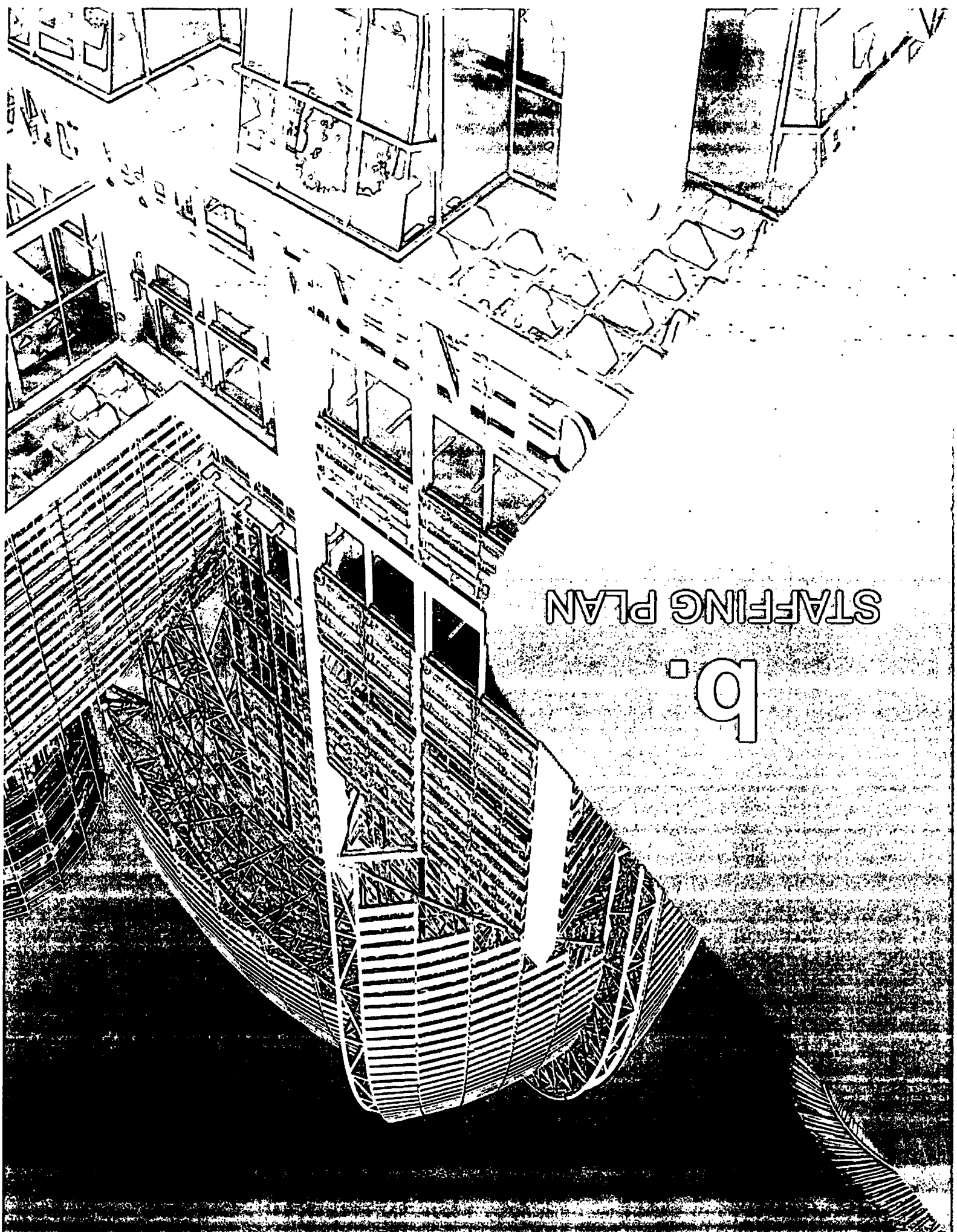


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Parking Management Services for the Library Department 47

STAFFING PLAN

b.



B – b. STAFFING PLAN

1. QUALIFICATIONS OF PERSONNEL

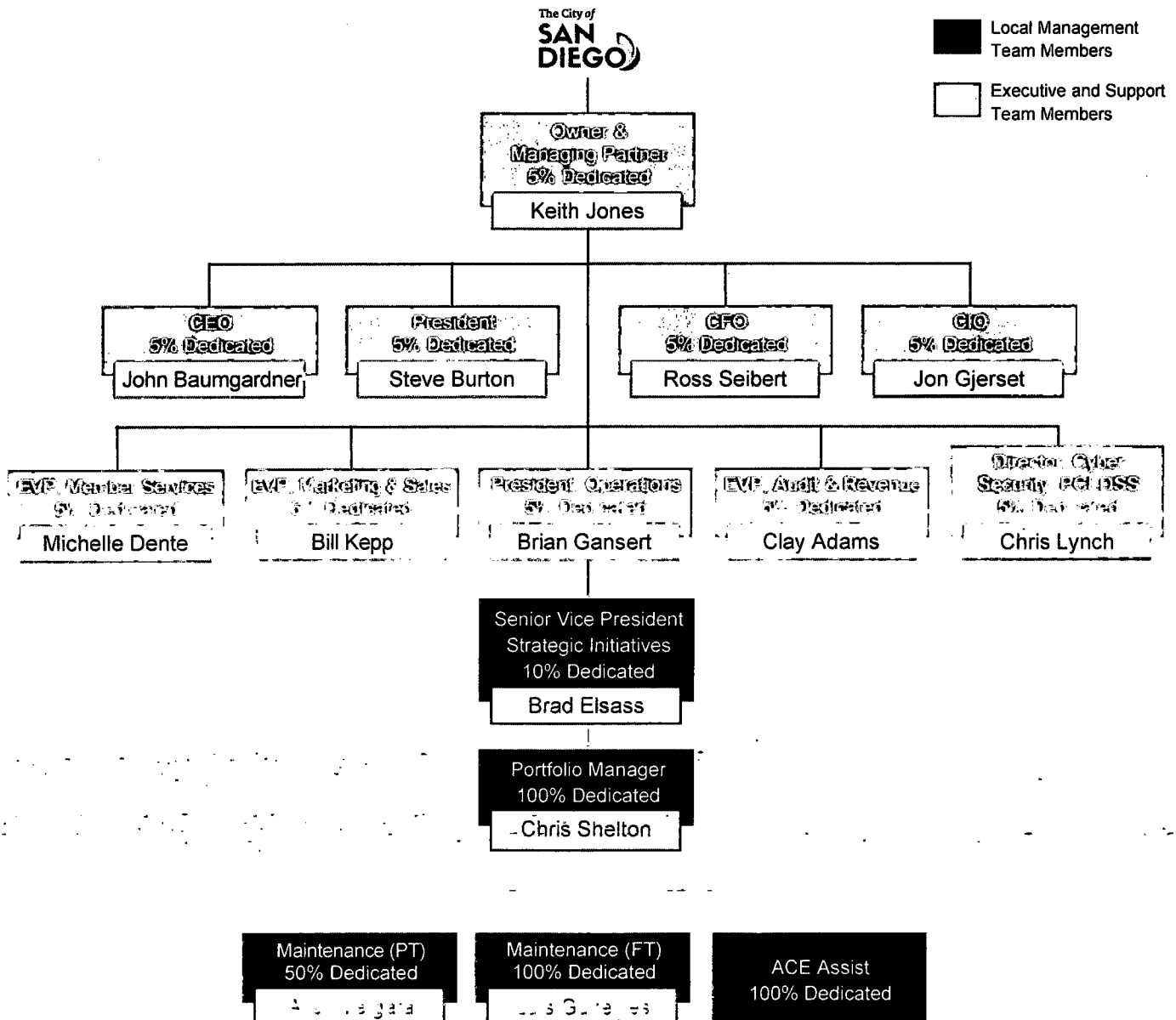
QUALIFICATIONS OF PERSONNEL

SD SOW I.2.

SD SOW E.

SOW I.2. Contractor 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 accountability of the Contractor's project manager(s) and lead(s), the chain of command, and the identification of the day-to-day staff, indicating by percentage, whether they will be fully or partially dedicated to the Contract. Less than full time dedication, or 100%, of any members of the Contractor's team shall be explained.

Organizational Chart



B – b. STAFFING PLAN

1. QUALIFICATIONS OF PERSONNEL



Your ACE Team – Staffing Profile

Local Executive Leadership

When we talk about bench strength, we mean over 200 years of combined experience. The unique aspect ACE brings to every parking opportunity is its unsurpassed experience and executive involvement, and we are headquartered right here in San Diego. Our corporate executive support team has over 200 years of combined experience to draw from and is available to assist in the management of your parking operation.

Your Local Management Team

Your parking operation will be supported by the most experienced parking management team in San Diego. We are proud of our over 74 years of history in the San Diego area, where our local team has built a reputation for delivering a welcoming and engaging customer experience.



Brad Elsass

Senior Vice President, Strategic Initiatives

- ▶ 18+ Years Parking Management Experience
- ▶ Operates All Commercial Facilities in San Diego
- ▶ Specializes In New Mobility Technologies & Operational Improvements



Chris Shelton

Portfolio Manager, Central Library & Mission Hills/Hillcrest Branch Library

- ▶ 9+ Years Parking Management Experience
- ▶ Daily Operations Oversight and Support of Library Parking Operations
- ▶ Specializes in Staffing/Event Management, Cost Control, & Revenue Maximization
- ▶ Resident of Hillcrest for over 25 Years

On the following pages, we have included Chris Shelton's resume, which includes details of his qualification.

Staffing Profile

▶ Portfolio Manager

Chris Shelton will be dedicated 100% of the time.

As the Portfolio Manager of both the Central Library and Mission Hills/Hillcrest Branch Library, Chris will provide daily operations oversight and support, including staffing management, cost control, revenue maximization, event staffing and is available for any immediate needs that should arise.

▶ Maintenance Staff (2 employees)

Luis Guterres (FT) will be dedicated 100% of the time. (Mon-Fri)

Allen Vergara (PT) will be dedicated 40% of the time. (Sat & Sun)

The maintenance staff is responsible for providing a welcoming environment within the parking facilities that is free of trash and debris. They will identify and correct areas within the parking facilities that are in need of repair or replacement and will report that to the manager accordingly. As the first to arrive each morning the maintenance staff will make sure the garage is fully operational and clean for the day's parkers. This includes a quick inventory of equipment to make sure gates, ticket machines and pay stations are all fully operational. They will then walk the garage picking up trash, wiping down common areas and making sure the garage is clean for our morning arrivals.



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Parking Management Services for the Library Department | 50

Christopher J Shelton

San Diego, CA 92103

cshelton@aceparking.com

619-206-6782

SUMMARY

Operations Manager with extensive experience in customer service, coaching, team member development and executing strategy. Effective in single and multi-unit operations. Focused on revenue enhancement, exemplary customer service and communication.

Professional Experience

Ace Parking Management San Diego Central Library

Portfolio Manager (2019-present)

- Model and maintain excellent customer service with the team
- Manage conversion of Central Library to automated parking system
- Bring Mission Hills online with automated system at library opening
- Maintain communication with clients and resolve issues
- Monitor labor to assure efficient usage
- Manage monthly parking billing and collection to minimize aging at both locations
- Enforce policies and procedures to achieve goals.
- Review monthly statements and communicate with clients
- Capitalize on revenue enhancement opportunities

Ace Parking Management La Jolla Commercial

Assistant Manager (2015-2019)

- Model and maintain excellent customer service with the team
- Maintain communication with clients and resolve issues
- Monitor labor to assure efficient usage
- Manage monthly parking billing and collection to minimize aging
- Enforce policies and procedures to achieve goals.
- Audit cashiers to insure revenue capture
- Review monthly statements and communicate with clients
- Capitalize on revenue enhancement opportunities

SeaWorld Parks and Attractions, San Diego, CA

Manager, Business Analysis (2001-2011)

- Developed Key Performance Indicators Report. Provided a weekly snapshot of the sales trends for 40+ locations. Enabled location management to maintain top selling items and increase profitability while maintain high customer service
- Reviewed operating hours and constructed a tool to assist Area Management in controlling labor expense. Reduced labor dollars without negatively impacting customer service and provided a training tool for the leadership team.
- Facilitated monthly meetings for department. Provided financial results for the department and coached supervisory team on their individual location's presentation. Result was improved understanding of financial goals and team development goals.



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Parking Management Services for the Library Department | 51

- Revamped Standard Operating Procedures for the Merchandise Department. Enabled line employees and leadership to proactively respond to changing trends by modifying labor costs and adjusting inventory. Shrinkage decreased by 10% in multiple locations.
- Reviewed and implemented product knowledge toolkit for Management and Line Team members. Improved customer satisfaction survey ratings over 5 year period.
- Improved Open to Buy tool. Assisted Category Buyers in controlling inventory costs and improving product turn which increased operating margin. Reduced on hand by 22%.
- Initiated Department Year Ending Financials and Budgets to Department and Park Management Team. Ensured that profit goals were linked to the Five Year Plan.
- Established store location goals for revenue and profitability. Set up monthly recognition for top performers. Result was an increase in employee participation.
- Administered yearly physical inventory. Ensured proper data collection and posting to year end financials. Reduced shrinkage by 27% over three year period.
- Reviewed and expanded Managers tool kit for supervisory personnel team development
- Reviewed and improved guest service procedures to improve the overall guest experience ratings
- Mentored leadership team on P&L, Team member coaching and development.

Area Manager/Category Buyer (1987-2000)

- Reviewed weekly sales and labor dollars to insure key floor coverage. Empowered area supervisors to become proactive in solving labor issues. Reduced response time in realizing cost savings. Reduced labor cost percentage in key locations.
- Sought new revenue opportunities through local purchases. Tested new vendors and product lines to spur incremental revenue.
- Attended trade shows for product development and expanded lines of merchandise. Enabled the stores to acquire fresh looks and stimulate revenue.
- Audited training of employees both regular and seasonal to insure consistency in customer service. Guest opinion surveys reflected positive results.
- Trained seasonal leadership team for 6 -8 locations
- Enhanced area total labor for a yearly savings of 12% in the first trial year.
- Insured communication flowed both ways to insure feedback was reviewed.
- Monitored and shared P&L high points with area leadership team to improve their operating skills. Several locations were able to reduce COG in key areas of markdowns, shrinkage and breakage.

Additional Relevant Experience

Store Manager, Retail Fine Jewelry Stores

Education

Business Administration

University of Louisville, Louisville, KY

Computer Skills

MS Word Excel PowerPoint Outlook



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Park Management Services for the Library Department 52

B – b. STAFFING PLAN

1. QUALIFICATIONS OF PERSONNEL



Scope of Work – E. Staffing Requirements

SD SOW E.

SOW E.1. Staffing requirements at the Central Library shall include a qualified Parking Garage Attendant scheduled 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 in a timely manner. The City also requires a Parking Facility Manager housed at the Central Library that will liaise and communicate with the Contract Administrator/Designee or Library staff. This position will also respond to patron parking inquiries via phone calls and emails daily.

ACE acknowledges this requirement. For the Central Library, staffing includes a parking facility manager and two maintenance/lot attendants (FT & PT). Please see **Staffing Schedule** and **Staffing Profile** in the next section under *Roles and Responsibilities*.

SOW E.2. Staffing requirement at the Mission Hills/Hillcrest Branch Library shall include a Parking Garage Attendant to respond to intercom calls (Monday-Saturday), 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 in a timely manner.

ACE acknowledges this requirement. For the Mission Hills/Hillcrest Branch Library, staffing includes a parking facility manager and two maintenance/lot attendants (FT & PT). Please see **Staffing Schedule** and **Staffing Profile** in the next section under *Roles and Responsibilities*.

SOW E.3. For special events, the City requires additional hours and coverage from the Contractor. The Contractor shall meet with Library staff 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.

ACE acknowledges this requirement. For special events, special meetings and conferences, we will provide additional staffing hours and coverage as required.

SOW E.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.

ACE acknowledges this requirement. We will keep parking premises open and staffed for business on the weekday and weekend schedule determined by City plus any additional operating hours as needed for special events. Reasonable hours of business shall be determined by City.



B – b. STAFFING PLAN

1. QUALIFICATIONS OF PERSONNEL



SOW E.5. 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.

ACE acknowledges this requirement. We conduct market rate surveys on a quarterly basis and will provide a comprehensive rate survey for parking fees specific to the East Village and downtown San Diego area.

The data gained from the rate surveys is coordinated into an easily readable spreadsheet that is used to determine existing market conditions. All rate surveys are compiled in a database in the local business office, and recommendations are also available to clients on a quarterly basis.

SOW E.6. City shall reimburse Contractor for all utility services (internet service, phone service and special utility services) that are considered reasonable as determined at the sole discretion of the City, subject to prior written approval by City.

ACE acknowledges this requirement. We understand that the City shall pay all utility services that are considered reasonable. Such determination will be made at the sole discretion of the City, subject to its prior written approval.

SOW E.7. Contractor agrees to operate the parking facility as constructed unless otherwise agreed by the City.

ACE acknowledges this requirement. The parking facility will be operated as constructed unless otherwise agreed by the City. We understand the complexities of monthly parking, visitor parking, validations and special event parking and has the experience to operate this parking facility as the City has intended it to be managed.

SOW E.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 Description and use of equipment; 8.2 Tow-away procedures; 8.3 Opening/closing of ramps; 8.4 Types of parking stickers; 8.5 Payroll deductions and cash payments; 8.6 Sign-up procedures, including partial month(s); 8.7 Clean-up procedures; 8.8 Refund procedures; 8.9 Validation procedures

ACE acknowledges this requirement. As the current parking operator for the Central Library and the Misson Hills/Hillcrest Branch Library, we have a current standard operating procedures (SOP) manual in place. Our SOP manual includes all the required information mentioned in SOW E.8. In addition to these items, we have included additional operating items as it pertains to managing a garage of this size and scope.

SOW E.9. Proposals in response to this RFP must include a complete itemized list and amounts of all expenses to be charged to the City and parking users. Proposals must also include a separate list of all projected revenue types, and levels of revenues anticipated.

ACE acknowledges this requirement. On the following two pages, we have included a complete itemized list and amounts of all expenses to be charged to the City and parking users. In addition we have also included a separate list of all projected revenue types and levels of revenues anticipated.



B – b. STAFFING PLAN

1. QUALIFICATIONS OF PERSONNEL



Itemized List & Amounts of All Expenses to be charged to the City

Item	Monthly Cost	Annual Cost
Salaries and Wages	\$ 13,003	\$ 156,033
Employee Benefits	\$ 1,782	\$ 21,384
Payroll Taxes	\$ 1,879	\$ 22,547
Workers Comp	\$ 1,092	\$ 13,107
Liability Insurance	\$ 1,417	\$ 17,000
Payroll Processing Fees	\$ 15	\$ 180
Drug/alcohol Screenings, DMV Checks	\$ 54	\$ 650
Business and Sales Taxes	\$ 97	\$ 1,160
EDP/Accounting/Banking Charges	\$ 560	\$ 9,000
Equipment, Materials and Supplies	\$ 600	\$ 7,200
Uniforms	\$ 67	\$ 800
Tickets	\$ 271	\$ 3,250
Telephones, Computers and Technology	\$ 856	\$ 10,275
Management Fees, Commissions and Incentives	\$ 92	\$ 1,100
Sweeping & Pressure Washing	\$ 713	\$ 8,550
PCI Compliance	\$ 179	\$ 2,145
Credit Card Fees	\$ 1,518	\$ 18,220
Customer Service Call Center Fee	\$ 2,330	\$ 27,960
Mileage	\$ 280	\$ 3,360
TOTAL	\$ 26,993	\$ 323,921

Itemized List & Amounts of All Expenses to be charged to the Parking Users (Parking Rates)

SD Library - Parking Rates

Monthly Parking Rates

Standard Monthly Parking Rate	\$ 170.00
Library Foundation Discounted Rate	\$ 120.00
On-Site Security Monthly Rate	\$ 100.00
Library Staff Rates	\$ 42.50

Transient Rates

2 Hours Free for Library Patrons	\$ -
E3 - 2 Hours Free	\$ -
\$1.25 every 20 minutes	
Maximum Daily Rate	\$21.00

Event Rates

Variables Rate \$25 to \$75	
Library (Inhouse Event) - 4 Hours	\$5
Library (Inhouse Event) - 8 Hours	\$10
On-Line Reservations - Events	EVENT RATE

*Online reservations are not used, however if implemented customers would be charged a convenience fee of \$2.95 for using the reservation platform in addition to the parking fee

Validated Discount Rates

E3 - 4 Hours	\$5
E3 - Full Day	\$10
E3 - Event Rate	\$25
Foundation Staff Rate - ALL Day	\$5
Library Staff Rate	\$5
Library Volunteer - 4 Hours	\$0
Friend of the Library Volunteer - 8 Hours	\$0

Mission Hills Library - Parking Rates

Monthly Parking Rates

Standard Monthly Parking Rate	\$ 125.00
Library Staff Rates	\$ 42.50

Transient Rates

2 Hours Free for Library Patrons	
\$1.25 every 20 minutes	
Maximum Daily Rate	\$21.00

Validated Discount Rates

Library Staff Rate	\$5
Library Volunteer - 4 Hours	\$0

Event Rates

Variables Rate \$20 to \$75



B – b. STAFFING PLAN

1. QUALIFICATIONS OF PERSONNEL

Projected Revenue Types and Levels of Revenues Anticipated

SD Libraries Combined Revenue	
Transient Parking	\$ 124,095
Mobile Reservations (Comic Con)	\$ 500
Monthly Parking	\$ 115,800
Validations	\$ 35,450
Special Event Income	\$ 754,345
TOTAL	\$ 1,030,190

Mission Hills/Hillcrest Branch Revenue	
Transient Parking	\$ 8,250
Mobile Reservations (Comic Con)	
Monthly Parking	\$ 5,800
Validations	\$ 200
Special Event Income	
TOTAL	\$ 14,250

Central Library Revenue	
Transient Parking	\$ 115,845
Mobile Reservations (Comic Con)	\$ 500
Monthly Parking	\$ 110,000
Validations	\$ 35,250
Special Event Income	\$ 754,345
TOTAL	\$ 1,015,940

Events Revenue Back Up					
	Events	AVG Per Event	Projected Volume	AVG Price Point	TOTAL Revenue
SD Padres Season	81	134	10,850	\$ 50	\$ 542,500
Petco Park Concerts	6	376	2,253	\$ 50	\$ 112,650
Petco OTHER Events	10	122	1,215	\$ 45	\$ 54,675
SD Library Events	22	103	2,258	\$ 15	\$ 33,870
Community Events	2	178	355	\$ 30	\$ 10,650
TOTAL					\$ 754,345

B – b. STAFFING PLAN

2. ROLES AND RESPONSIBILITIES



ROLES AND RESPONSIBILITIES

SD SOW E. K. L. M. N. O. & P

To clearly define the roles and responsibilities of our personnel and other related components, we have included the following scope of work topics:

Staffing Schedule

SD SOW E.

ACE understands that the quality of service we deliver has a profound impact on the customer experience and, ultimately, the bottom line. As such, our approach to parking management prioritizes staff training that fosters and supports a positive service environment. ACE's programs, training, experience, expertise and innovation will ensure the best customer service from all perspectives at the Central Library and the Mission Hills/Hillcrest Branch Library.

ACE's staffing plan is designed to utilize labor efficiencies that is based on current demand. We have in place a full-time portfolio manager and full-time/part-time maintenance team members split between the two locations.

Operating Hours	SUNDAY 1:00 - 5:00	MONDAY 11:30 - 8:00	TUESDAY 11:30 - 8:00	WEDNESDAY 9:30 - 6:00	THURSDAY 9:30 - 6:00	FRIDAY 9:30 - 6:00	SATURDAY 9:30 - 6:00
Portfolio Manager	OFF	7:00 - 3:30	7:00 - 3:30	7:00 - 3:30	7:00 - 3:30	7:00 - 3:30	OFF
FT - Lot Attendant	OFF	11:30 - 8:00	11:30 - 8:00	9:30 - 6:00	9:30 - 6:00	9:30 - 6:00	OFF
PT - Lot Attendant	8:30 - 5:00	OFF	OFF	OFF	OFF	OFF	8:30 - 6:00

Staffing Profile

➤ Portfolio Manager

Chris Shelton will be dedicated 100% of the time.

As the Portfolio Manager of both the Central Library and Mission Hills/Hillcrest Branch Library, Chris will provide daily operations oversight and support, including staffing management, cost control, revenue maximization, event staffing and is available for any immediate needs that should arise.

Maintenance Staff (2 employees)

Luis Guiterres (FT) will be dedicated 100% of the time. (Mon-Fri)

Allen Vergara (PT) will be dedicated 40% of the time. (Sat & Sun)

The maintenance staff is responsible for providing a welcoming environment within the parking facilities that is free of trash and debris. They will identify and correct areas within the parking facilities that are in need of repair or replacement and will report that to the manager accordingly. As the first to arrive each morning, the maintenance staff will make sure the garage is fully operational and clean for the day's parkers. This includes a quick inventory of equipment to make sure gates, ticket machines and pay stations are all fully operational. They will then walk the garage, picking up trash, mopping down common areas and making sure the garage is clean for our morning arrivals.



B – b. STAFFING PLAN

2. ROLES AND RESPONSIBILITIES



Customer Service

SD SOW

SOW K.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.

Customer Service Representative

ACE has a toll free number 1-800-925-PARK (7275) where our in-house Customer Service Representative, Catherine Arnold will be available Monday through Friday from 8:00am to 5:00pm and will be well versed on the contract. If after hours, the Portfolio Manager, Chris Shelton, will be available in the evenings, on weekends and during events.

ACE Assist

Additionally, ACE Assist (24/7 State-of-the-Art Intercom Support & Remote Management) is utilized at both libraries. The ACE Assist Call Center, located on the corner of 6th & Ash provides after-hours support for a monthly fee. Staffed by a customer service representative 24/7, both parking facilities are supported by the touch of a button to help any customer with their challenge. We understand that the intercom service can be complicated after hours with parking management offsite, leaving Security as the only onsite personnel.



With ACE Assist, it provides both libraries with a live customer service representative at the touch of a button. Around the clock, your employees and patrons have direct access to our friendly, experienced operators at a state-of-the-art call center that can assist with their parking issues and transaction in real time, with the end goal to try and capture revenue, rather than vend the gate. Benefits include: Higher chance of revenue recovery vs free exit, around the clock monitoring, improved customer service and fast friendly service from bilingual representatives. The ability to promptly resolve customer issues provides an invaluable level of customer service for your facilities.

We find the two most valuable measures of our customer service lies in the feedback provided by our guest and our business partners. We are committed to the highest quality of service and we are proud to be a part of the team that provides the best customer service. We are committed to the highest quality of service and we are proud to be a part of the team that provides the best customer service.

Customer Service Philosophy

Our philosophy is to provide the best customer service possible. We are committed to the highest quality of service and we are proud to be a part of the team that provides the best customer service. We are committed to the highest quality of service and we are proud to be a part of the team that provides the best customer service.



POWERED BY PEOPLE.



B – b. STAFFING PLAN

2. ROLES AND RESPONSIBILITIES

Customer Service Training

Our motto, Every Thank You Earned™, is our commitment to do whatever possible to create a positive, authentic experience and truly impress your guests. To the ACE team, this is much more than a corporate tagline, it is our mantra, what our culture is built on, and is our roadmap to providing excellent service. We understand that the parking business is about taking care of people. That is why everyone at ACE — from our Ambassadors to our CEO is ready to assist you and your customers in any way, at any time, at a moment's notice.

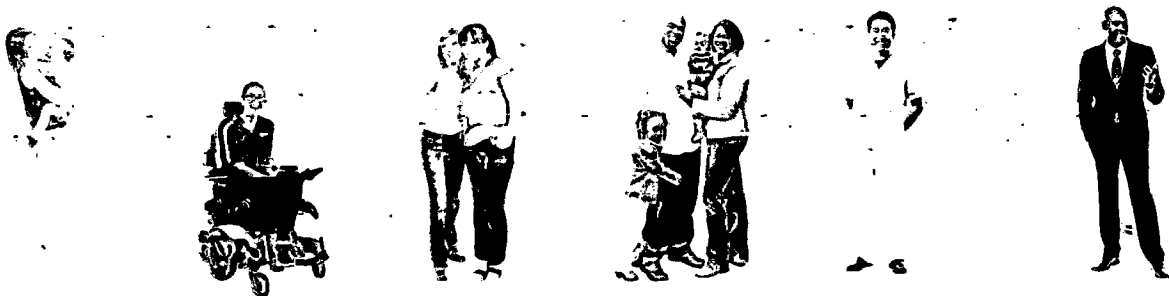
- ▶ **Customer Service Philosophy** – ACE consistently focuses on customer service training and fostering a team-oriented approach. Every team member, no matter which division they work in, is continually trained in customer service programs to ensure our company's standards and our client's standards are being met or exceeded. Our company motto is, "Every Thank You Earned" and our ACE team members live and breathe this motto each day.
- ▶ **Managing Customer Service Issues** – Each one of our team members is responsible for the experience of each guest. Each one of our team members and supervisors is trained and empowered to make decisions to ensure customer service levels are met. When there is an issue, the team member is instructed to gather all of the details and determine the course of action to take that will help the customer, ensure the safety of the customer and others in the garage (as in the case of a backup) and is required to report it to their supervisor so it is documented.

Award-Winning ACE Training Program

Our ACE team members receive customized hospitality training that incorporates the client's brand and service expectations to create appropriate and engaging guest experiences during each engagement.

- ▶ Every Thank You Earned™ Service Philosophy
- ▶ We See the People, Not The Cars Training Program
- ▶ DEEP BLUE Training Statistics and Monitoring
- ▶ Program based on 5-Star Hotel Service Training

Our training programs are designed to teach your ACE team members to make a connection with every customer to deliver authentically engaging experiences. Our "*We See the People. Not the Cars.*" training philosophy is centered around developing a sense of empathy for the unique needs of each guest.



WE SEE THE PEOPLE. NOT THE CARS.

B – b. STAFFING PLAN

2. ROLES AND RESPONSIBILITIES

Holidays

SD SOW 1.10

SOW L.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.

ACE acknowledges the holidays that the City observes.

Hiring & Screening

SD SOW 1.10

ACE understands that our Team Members are our greatest asset. As such, identifying, nurturing, and developing the right people, in the right places, at the right time has been the hallmark of our success for 74 years. Our Member Services (HR) team is responsible for this effort, and they operate with a unique understanding of global trends and best practices. ACE's is to be an employer of choice for our parking operations. We strive to accomplish this by ensuring we have a competitive wage and benefits package for all eligible positions. ACE will routinely conduct salary surveys to ensure we are competitive in the market to attract and retain the best employees. All ACE employees must pass and go through:

- Criminal Background Checks
- ACE New Hire Orientation
- Site Specific Certification & Orientation

A fast hire means nothing if it's not the right hire. Ensuring quality hires is our top priority. In order to be considered for employment, every applicant must first complete an extensive employment application and successfully pass a series of pre-employment assessments.



Pre-employment and post-employment screenings include:

- | | |
|---|--------------------------------|
| ➤ Identify Validation | ➤ Job Reference Checks |
| ➤ Social Security Match | ➤ Educational Reference Checks |
| ➤ County, State & Federal Criminal Records Search | ➤ MVR |
| ➤ Credit Report (for applicable positions) | ➤ DOT Drug Testing (5 Panel) |
| ➤ Sex Offender Registry | ➤ I-9 E-Verify |

Criminal Background Screening

SOW M.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.

ACE acknowledges this requirement. We agree to allow the San Diego Police Department to perform background investigations on all Contractor employees, when information becomes available that indicates a potential breach in safety or security.

B – b. STAFFING PLAN

2. ROLES AND RESPONSIBILITIES



Performance Evaluation Meeting

SD SOW N.

SOW N.1. The Contractor shall be readily available to meet 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.

ACE acknowledges this requirement. We are readily available to meet with the City as often as the City sees necessary. One of our core values is accountability, and we look forward to open and honest conversations about how we are doing.

Contractor Personnel

SD SOW O.

SOW O.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.

ACE acknowledges this requirement. Since ACE is the current parking operator, the key personnel identified in this Proposal are the individuals who currently complete the work. We agree that any changes in staffing for shall be proposed in writing to the City and approved by the City.

Photo Identification Badge & Uniform

SD SOW P.

SOW P.1. The Contractor shall provide any individual assigned to the City, a company photo identification badge, 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.

ACE acknowledges this requirement. We will provide all team members with a conspicuous identification badge and distinct uniform that is appropriate for their job duties. See below for a sample photo identification badge:



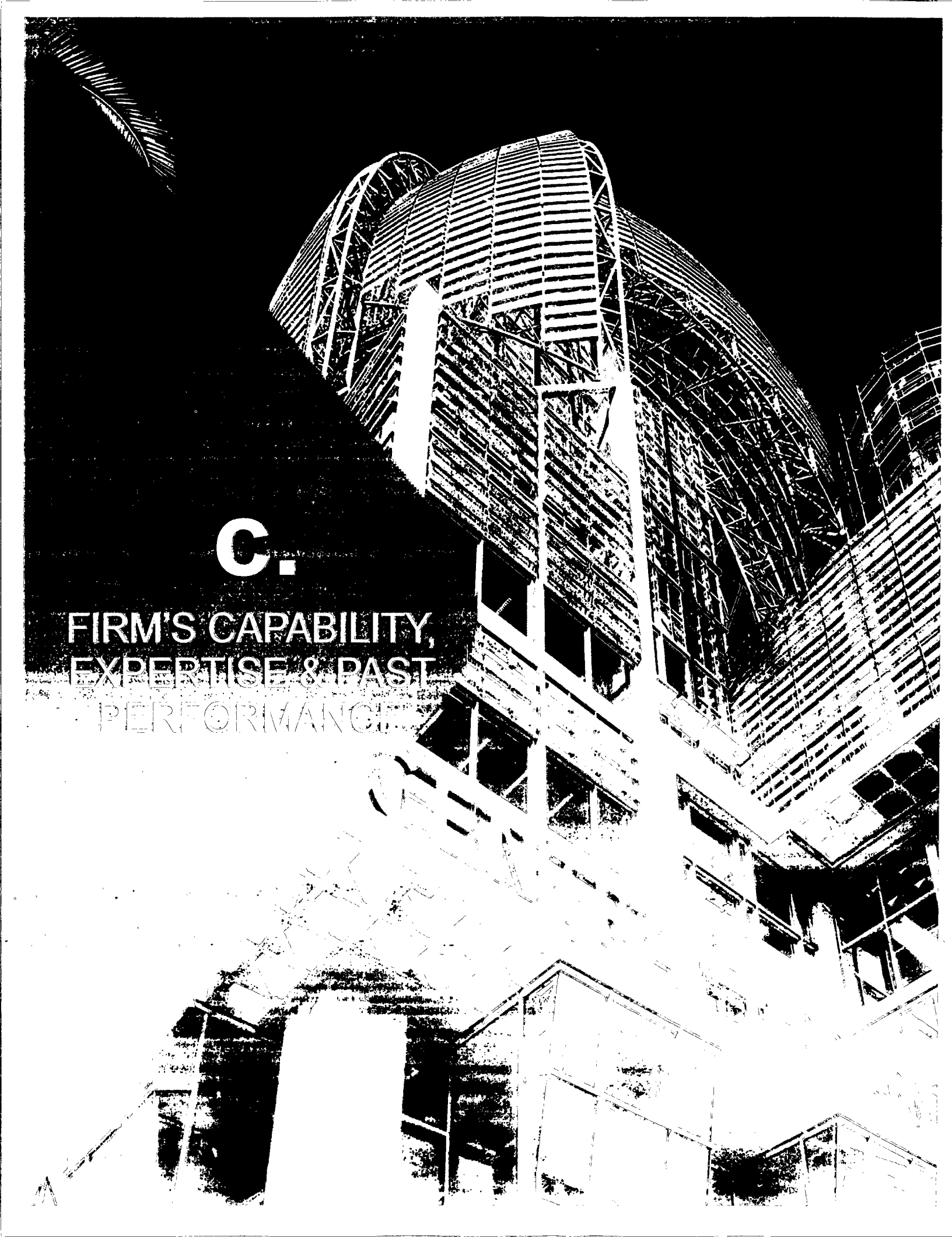
EMPLOYEE IDENTIFICATION

ACE also agrees to pay for fingerprinting fees for personnel assigned to work in sensitive areas as required by the City.



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Parking Management Services for the Library Department | 61



C.

FIRM'S CAPABILITY,
EXPERTISE & PAST
PERFORMANCE

B – c. CAPABILITY, EXPERTISE & PAST PERFORMANCE

1. RELEVANT EXPERIENCE



RELEVANT EXPERIENCE

SD SOW I.1.

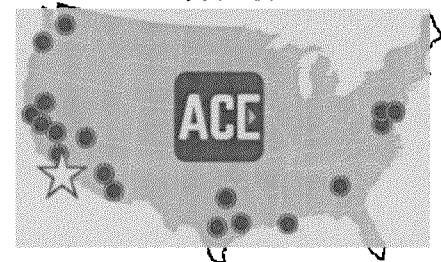
SOW I.1. Proposers must also demonstrate that they are qualified to perform the work as specified in this RFP. Previous experience in furnishing parking management services for similar public activities to the requirements specified in this RFP, and proposer's track record of performance, will be an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

About ACE – Our Innovative History

Since 1950, ACE has grown to be one of the nation's largest parking service and technology solution providers in the country, serving nearly half a million customers daily. Headquartered in San Diego, ACE is privately & family owned, and offers direct access to our top executives and experts while maintaining transparency and a true partnership with our clients. We operate in many major markets across the U.S., partnering with municipalities, government agencies, commercial property management firms, major hotel brands, property owners, developers, special event companies, and entertainment venues.

- ▶ 75-Year Family-Owned History
- ▶ Based in San Diego Since 1950
- ▶ 1,000 Locations Coast to Coast
- ▶ 500,000 Parking Stalls
- ▶ 5,000 Team Members
- ▶ \$1B Annual Revenue

74
YEARS OF
INNOVATION
1950 - 2024



Service & Expertise

ACE's unique blend of experience, resources, relationships, and culture make us the parking and mobility services provider for operations of all sizes and designs. Below are some of ACE's core skill areas and our approach to each.



Municipality

From airports to civic institutions, ACE has the experience to balance the regulatory requirements with customer satisfaction.



Enforcement

Proper enforcement isn't just a revenue issue it's also a safety issue. ACE employs the latest technologies and techniques to ensure and enhance both.



Commercial

ACE is more than a parking manager for some of the largest corporations in America. We're a revenue growth advisor and partner.



Hospitality and Residential

We take the time and make the effort to understand your guests and residents and address experience worthy of your brand.



Consulting

In 75 years of business, we've seen just about everything. If sound advice is what you seek, we're here to talk anytime.



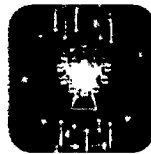
Mobility Solutions

When parking is just one component of a journey you need smart, effective solutions that connect Point A to Point B. Anywhere.



Healthcare

When lives and health are on the line, a flawless and efficient operation is critical. Our commitment is to help patients and families when they need it most.



Event & Major Attractions

ACE has developed proprietary technology and services centered on experiences based on a 75-year history managing event venues and major attractions.



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Parking Management Services for the Library Department • 63

B – c. CAPABILITY, EXPERTISE & PAST PERFORMANCE

1. RELEVANT EXPERIENCE



Municipal Experience

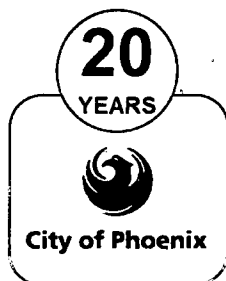
ACE has built a reputation over the last 60 years of providing efficient operations and innovative consulting services for dozens of municipalities across the country. ACE takes pride in its collaborative approach to enforcement, providing services for many municipalities and government agencies. *Our municipal experience started with the City of San Diego, a relationship which has continued without interruption for the past 60 years.*

Based on our consistent track record listening to the specific client priorities for every unique parking operation, ACE has built a reputation for implementing services and delivering results aligned with the goals of each of our municipal/city client partners. ACE's portfolio of municipal clients has grown to include over 50 operations throughout the country, including parking management services for the City of San Diego's Library Department.



Long-Term Partners = Proven Results

With decades of proven experience managing enforcement and parking operations for municipalities nationwide, ACE has the knowledge and know-how to exceed your expectations for years to come.



POWERED BY PEOPLE.

Parking Management Services for the Library Department 64

B – c. CAPABILITY, EXPERTISE & PAST PERFORMANCE

1. RELEVANT EXPERIENCE

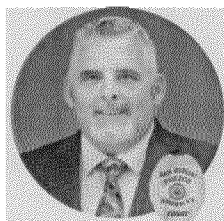


Enforcement Experience

ACE's history enforcing and administrating parking operations originates to our very first location. Starting with one dirt lot across from San Diego's City Hall, ACE founder Evan V. Jones began the company in 1950 to meet a community need. The public was seeking convenient places to park in the bustling downtown district, and we soon learned that our paid parking operations required enforcement, auditing, and administrative services. Built on this legacy of providing solutions, ACE has grown our Enforcement Division to address the unique and specific needs of our municipal and private client partners. Today, our Enforcement Division, led by Brian Tarbell, Vice President, a retired San Diego police officer who specializes in providing non-gated controls, enforcement, and administration solutions supporting a portfolio that includes over 80,000 spaces with a team of over 50 Enforcement Ambassadors and a fleet of over 20 vehicles.



Evan V. Jones
Founder of
ACE Parking



Brian Tarbell

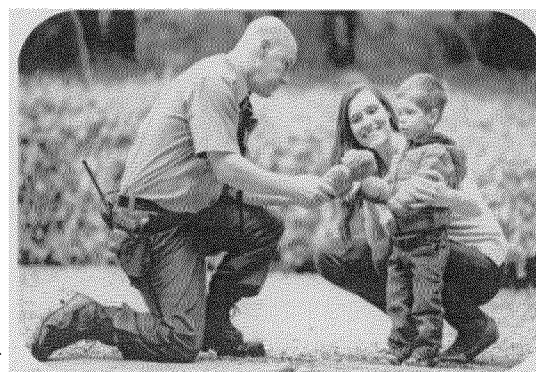
Senior Vice President of Enforcement

- ▶ San Diego Police Veteran
- ▶ 30+ Years Enforcement Experience
- ▶ 80,000 Space Enforcement Portfolio
- ▶ Runs 24/7 Customer Support Call Center



Community Ambassador Approach to Enforcement

Delivering enforcement services with friendly service-oriented Enforcement Ambassadors has been the hallmark of ACE's enforcement services for the past 60 years. Each ACE enforcement team member is trained to take on a Community Ambassador role with a firm but not too aggressive approach to enforcement and community supports the job of an Enforcement Ambassador can be challenging so we start with an extensive selection process focused on identifying candidates with a pleasant demeanor that have the "thick skin" needed to stay calm when confronted with challenging situations



Community Engagement

At ACE, family is part of our culture and community is at the core of our operations. That's why we impress the importance of a friendly, amiable community engagement from our ACE Enforcement Ambassadors.



POWERED BY PEOPLE.

Parking Management Services for the Library, Department 1 65

B – c. CAPABILITY, EXPERTISE & PAST PERFORMANCE

2. OTHER PERTINENT EXPERIENCE



OTHER PERTINENT EXPERIENCE

Facility Maintenance and Duties

ACE understands the importance of clean, well-maintained parking facilities and equipment. This not only impacts the visitor experience and property image, but also the safety and security of all parties. ACE is responsible for overseeing cleaning and janitorial services at most of the locations we operate. *Our facility maintenance service dates back to our first location which opened in 1950.*



SD SOW F. & G.

Cleaning Philosophy

- ▶ **SCHEDULE EARLY:** Schedule cleaning personnel very early each day so that the garage can be cleaned, and major items identified before vehicles start arriving. (It is much easier to see an entire floor to locate trash or spills when it is wide open compared to trying to look between cars.)
- ▶ **FOCUS ON HIGH TRAFFIC AND HIGH VISIBILITY AREAS:** Sections of the garage that experience the most use should be prioritized since people see and spend the greatest amount of time in these areas. These include entry/exit points; elevators and elevator bays; and stairwells.
- ▶ **DEMONSTRATE A SENSE OF OWNERSHIP FOR THE FACILITIES:** Generate a sense of purpose whereby staff takes pride in the facilities and treat them like they would their own homes.

Maintenance Schedules

A task checklist will be established for our cleaning personnel that details daily tasks, weekly jobs and monthly assignments. We want to make sure that the staff has a very clear understanding of the cleaning expectations, so everyone is in consensus on what is important.

DAILY MAINTENANCE TASKS

- ▶ Clean & disinfect all PARCS Equipment
- ▶ Hand sweep garage decks & ramps ensuring no trash in parking areas
- ▶ Walk stairwells for trash and treat for all waste spills
- ▶ Spot treat all oil and beverage spills
- ▶ Ensure all street signage is properly placed and cleaned
- ▶ Ensure all garage signage is properly placed and cleaned
- ▶ Spot treat all oil and beverage spills
- ▶ Review target areas with bird activity; clean and disinfect these areas
- ▶ Clean curbs and landings - use degreasing agent & mop as needed
- ▶ Clean parking office and remove trash
- ▶ Inspect garage for any water leaks & report to management

WEEKLY PROJECTS

- ▶ Mop stairwells, islands, elevators and elevator lobbies.
- ▶ Clean windows and glass surfaces.
- ▶ Wash trash receptacles.
- ▶ Clean & vacuum parking office.
- ▶ Check equipment, tighten belts, clean using compressed air, etc.
- ▶ Wipe down all signs in and around garages.
- ▶ Replace light bulbs as needed

MONTHLY DUTIES

- ▶ Clean light fixtures, remove spider webs
- ▶ Clean ceiling pipe
- ▶ Remove gum from floor
- ▶ Replace wheel stops - glue down as needed
- ▶ Any other large projects that may come up as needed



POWERED BY PEOPLE.

Parking Management Services for the Library Department | 66

B – c. CAPABILITY, EXPERTISE & PAST PERFORMANCE

2. OTHER PERTINENT EXPERIENCE



Additional Maintenance Services

ACE suggests that in addition to standard cleaning and maintenance services, clients employ some or all the additional maintenance services offered here to keep parking operations looking and operating at their best. Our recommendations include the following:

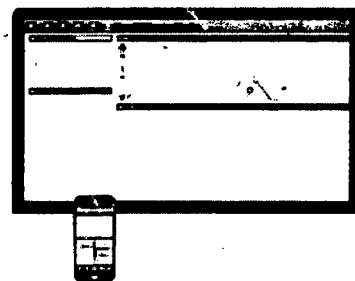
- ▶ **QUARTER SWEEPING SERVICES:** We initially recommend starting with a quarterly power sweeping program that covers the entire garage. Depending on traffic and seasons, we can then look at adjusting this or increasing frequency to monthly if the initial program does not deliver the desired results. ACE has worked very closely with several vendors to provide sweeping services at our parking facilities. Of course, we will bid this service out so that we can ensure we are getting the best possible price for the building.
- ▶ **POWER WASHING:** We recommend that the garage be completely power washed at least once per year. Depending on traffic, we could look at increasing cleaning the high-traffic or high-visibility areas of the parking garage. Often, we will create a site-specific degreasing program that varies how often we are cleaning sections of the garage when there are lesser or higher used portions of the parking area. Similar to the sweeping services, we use several locally based vendors for pressure washing services, and each is compliant with the water reclamation requirements of the Clean Water Act.
- ▶ **MAINTENANCE SERVICE CONTRACTS:** Your ACE team will coordinate maintenance services provided by third party entities which are pre-approved. Specific details about the services required will be scheduled through our maintenance application which will send initial alerts to our team weeks or months in advance based on the anticipated timeline needed to obtain a minimum of three competitive bids from each vendor.
- ▶ **EQUIPMENT REPAIRS & PROCUREMENT:** Your ACE team will coordinate preventative and routine maintenance for all facility equipment based on manufacturer recommendations. To ensure timely completion, all preventative and routine maintenance tasks will be scheduled in our maintenance application and monitored for compliance with maintenance program goals. In addition to following manufacturer guidelines, your ACE team will also coordinate preventative and routine maintenance of your Parking Access Revenue Control System (PARCS) equipment based on the best practice recommendations from our team members at SAS Access Systems.

ProxiGuard Maintenance App

Through a longstanding partnership with ProxiGuard, ACE has developed a customized maintenance tracking program to ensure that all cleaning tasks are completed daily. This improved accountability results in a safer and cleaner experience for tenants and visitors. Taking insight from many comparable locations nationwide, and with your input, ACE will implement proven operation improvements to elevate every aspect of your parking operation.

Using the ProxiGuard maintenance app, your ACE team will create, request, manage, and confirm daily checklists to keep your facility in pristine conditions.

Convenient Work-Order Features
Mobile Access to Facility Data
Photo-Documentation Options
Staff Activity Monitoring



PROXIGUARD
The Maintenance App



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Parking Management Services for the Library Department | 67

B – c. CAPABILITY, EXPERTISE & PAST PERFORMANCE

2. OTHER PERTINENT EXPERIENCE



Scope of Work – F. Duties

SD SOW F.

SOW F.1. 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. 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.

ACE acknowledges this requirement. We agree to keep the parking facilities, including stairwells, clean and clear of refuse and obstructions, including dirt around corners and drains, and will dispose of all garbage, trash and rubbish on a daily basis. In addition, we will clean all stairwells with disinfectant on a daily basis, assuring a clean and odor-free stairwell.

Once per month, ACE will sweep the parking facility from top to bottom floors. Every Two months, we will scrub the facility 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. We will clean the elevators and elevator lobbies as needed. It is understood that the City will maintain the elevators.

In accordance to what is required by the City, ACE will create a cleaning policy to be included in the SOP manual that includes the items mentioned above.

SOW F.2. 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.

ACE acknowledges this requirement. We will be responsible for addressing and removing all graffiti issues in the parking garage. The cost of doing this shall be reimbursed by the City.



B – c. CAPABILITY, EXPERTISE & PAST PERFORMANCE

2. OTHER PERTINENT EXPERIENCE



Scope of Work – G. Maintenance of Property

SD SOW G.

SOW G.1. 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 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. 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.

ACE acknowledges this requirement. We agree to 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 in a decent, safe, and sanitary condition.

In addition, a comprehensive inspection of the parking garage will be performed quarterly. A detailed report of our observations will be submitted to the City within 10 days upon the completion of the inspection.

SOW G.2. 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.

ACE acknowledges this requirement. Our company policy requires work area to be maintained in safe and sanitary conditions in accordance with local code(s). ACE shall maintain the property at all times in a condition acceptable to the City.

SOW G.3. Contractor shall not procure any service contract (adding additional signage, painting, adding or removing equipment, etc.) without prior written approval of the City.

ACE acknowledges this requirement. We will not procure any service contract without the prior written approval of the City.

SOW G.4. Contractor shall purchase such equipment, tools, appliances, materials and supplies as are necessary for the proper operation and maintenance of the parking garage.

ACE acknowledges this requirement. We shall purchase such equipment, tools, appliances, materials and supplies that are necessary for the proper operation and maintenance of the parking garage. The cost of such items shall be reimbursed by the City.



B – c. CAPABILITY, EXPERTISE & PAST PERFORMANCE

2. OTHER PERTINENT EXPERIENCE



Financial Reporting

Our standard MyAce platform provides every ACE client and operations team with comprehensive data analytics tools to operational performance and identify opportunities to continuously refine our operations. Our MyAce reporting system is a fully secured, online portal providing *convenient access to the City of San Diego's monthly financial reports*. You can select from a variety of reports and tailor the reports for your specific needs.

Once the reporting reviews are complete, a management team member inputs shift specific data into our web-based revenue reporting system, Autosoft. This enables the data to be instantly transferred to the ACE Revenue Department for final review. Lastly, all tickets and shift reports are stored securely for a designated period of time set forth by either the location's contractually listed timeframe or by the standard ACE policy of data retention.

Discrepancy Analysis Reports

This report measures by exception and details any discrepancies on daily deposits versus daily revenue, tickets issued versus tickets collected, validated ticket quantities and average ticket values.

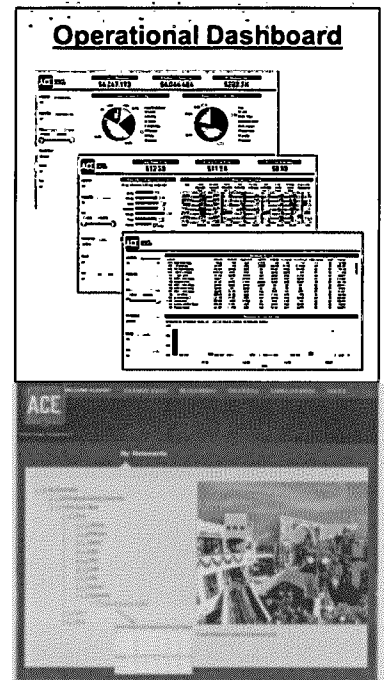
Financial Reports*

ACE believes in supplying clients with detailed descriptions of all terms used in managing and operating a parking facility. This gives you a transparent view into your revenue, expenses and net income, which can ultimately help you realize additional sources for potential revenue. Some of our reports include:

- ▶ **OPERATING STATEMENT:** The Operating Statement details all revenue components and expenses incurred in the garages for the month, as well as year-to-date. All operating costs are posted directly to expense accounts.
- ▶ **INCIDENT REPORTING & FACILITY UPDATE:** The Incident Report details any incidents that happen in the garage. It also provides a list of properties completed during the month and any pending projects.
- ▶ **VARIANCE REPORTS:** The Variance Report details explanations for all items that are over or under budget. Management reacts quickly to budget variances and takes corrective action.
- ▶ **AGING REPORTS:** ACE provides detailed reporting with 30, 60, and 90-day outstanding collection amounts.
- ▶ **REVENUE SUMMARY:** This report details G/L accounts for each revenue category. Expenses for the month are broken down by day and it also includes monthly sales totals and issued ticket statistics. We can also provide consolidated and detailed reports that show free and discounted parking.
- ▶ **OCCUPANCY REPORTS:** The Occupancy report gives details on the occupancy of your garages daily.
- ▶ **RATE SURVEYS:** Our managers conduct market rate surveys on a quarterly basis. The gained data is compiled in a database and recommendations are made on an ongoing basis.

*Sample reports upon request. ACE can create any custom reports for our clients as necessary.

SD SOW D.



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Parking Management Services for the Library Department | 70

B – c. CAPABILITY, EXPERTISE & PAST PERFORMANCE

2. OTHER PERTINENT EXPERIENCE



Scope of Work – D. Records and Reports

SD SOW D.

SOW D.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 C.1

ACE acknowledges and complies with this requirement. ACE will provide a monthly statement showing daily revenues as shown on the above list. ACE understands this list shall form the categories for contract resulting from this RFP.

We have included a sample monthly operating statement on the following page.

SOW D.2. Contractor shall submit an Annual Budget Projection Report for the Library's parking structures 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 expiration of this Contract.

ACE acknowledges and complies with this requirement. ACE will submit to the City an annual budget for the Library's parking structures.

SOW D.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 the Library.

ACE acknowledges and complies with this requirement. ACE shall submit to the City, monthly, in arrears, the actual Monthly Operating Statement, including a variance report as well as receipts for payments of goods and services paid for by ACE on behalf of the Library.

SOW D.4. Additional reports may be requested by the City as needed.

ACE acknowledges and complies with this requirement. ACE can create any custom reports for the City as necessary.



B - c. CAPABILITY, EXPERTISE & PAST PERFORMANCE

2. OTHER PERTINENT EXPERIENCE



Sample Monthly Operating Statement

SD SOW C.1.

SD SOW D.1.



Operating Statement Sample Location

	CURRENT MONTH			YEAR-TO-DATE		
	ACTUAL	BUDGET	FAV(UNFAV)	ACTUAL	BUDGET	FAV(UNFAV)
INCOME						
Transient Revenue	30,061.00	30,801.00	(540.00)	323,911.75	325,931.00	(2,019.25)
Monthly Revenue	173,798.90	169,547.00	4,251.90	2,044,178.26	2,034,564.00	9,615.26
Coupon	24,089.00	33,201.00	(9,132.00)	402,847.00	388,412.00	4,435.00
Key Card	400.00	370.00	30.00	9,760.00	4,440.00	5,320.00
Complimentary Parking	0.00	0.00	0.00	0.00	0.00	0.00
Misc Income	595.00	105.00	490.00	2,325.00	1,260.00	1,065.00
Tax - Sales	(5,801.18)	(6,523.00)	721.84	(87,105.04)	(75,636.00)	8,530.96
TOTAL REVENUE	\$223,122.74	\$227,301.00	(\$4,178.26)	\$2,715,917.97	\$2,688,971.00	\$26,946.97
OPERATING EXPENSES						
Wages and Salaries	24,181.53	21,940.00	(2,241.53)	278,331.53	311,939.00	35,607.47
Payroll Overhead	3,931.09	3,790.00	(141.09)	44,901.43	52,780.00	7,878.57
Health and Welfare	2,850.00	3,570.00	720.00	32,525.00	39,480.00	6,955.00
Recruiting, Testing & Training	0.00	0.00	0.00	118.00	0.00	(118.00)
Payroll Processing Fees	146.22	130.00	(16.22)	1,998.20	1,560.00	(438.20)
Employee Incentives - Nontax	1,049.51	0.00	(1,049.51)	1,075.58	0.00	(1,075.58)
Shopping Tests	147.80	378.00	230.20	1,507.80	4,538.00	3,029.20
Supplies	798.38	290.00	(508.38)	4,018.23	3,480.00	(538.23)
Uniforms	215.03	500.00	284.97	3,095.54	6,000.00	2,904.46
Tickets and Decals	0.00	3,100.00	3,100.00	20,538.20	13,200.00	(7,338.20)
Signs	0.00	50.00	50.00	9,123.95	2,200.00	(6,923.95)
Keys and Locks	0.00	10.00	10.00	500.53	120.00	(380.53)
Janitorial	8,412.00	8,412.00	0.00	78,944.00	78,944.00	0.00
Sweeping	2,900.00	2,900.00	0.00	36,675.00	34,500.00	(1,875.00)
Equipment Repairs	2,943.42	1,250.00	(1,643.42)	30,645.17	18,500.00	(13,345.17)
Paint and Decor	0.00	0.00	0.00	3,335.65	0.00	(3,335.65)
Electrical/Lamping	0.00	0.00	0.00	0.00	0.00	0.00
Plumbing	0.00	0.00	0.00	0.00	0.00	0.00
Fire Protection	269.95	225.00	(44.95)	8,167.20	5,500.00	(1,167.20)
Electricity	13,852.53	15,500.00	1,547.47	213,472.43	221,500.00	7,527.57
Insurance - Liability	5,259.33	5,559.00	269.67	63,471.96	64,102.00	528.04
Insurance - Impound	0.00	500.00	500.00	2,900.00	8,000.00	4,000.00
Office Supplies	144.34	500.00	355.66	4,941.54	6,000.00	1,158.46
Xerox and Printing	232.41	240.00	7.59	2,758.15	2,360.00	91.82
Postage	41.22	175.00	133.78	1,381.25	2,100.00	738.75
Computer Expense	0.00	0.00	0.00	0.00	0.00	0.00
Telephone	847.72	820.00	(27.72)	9,957.59	7,440.00	(1,617.59)
Bank Service Charge	848.83	755.00	113.37	7,532.27	9,180.00	1,647.73
Credit Card Charge	1,742.74	950.00	(792.74)	16,358.50	11,400.00	(4,958.50)
Misc Expense	0.00	0.00	0.00	15,181.12	0.00	(15,181.12)
Customer Service	0.00	0.00	0.00	397.51	0.00	(397.51)
Base Management Fee	3,500.00	4,500.00	1,000.00	49,900.00	54,000.00	5,000.00
Incentive Fee	687.90	719.00	31.10	7,435.25	8,211.00	775.74
Office Equipment/Leases	13,864.18	13,564.00	(300.18)	168,370.15	168,262.00	(108.15)
TOTAL EXPENSES	\$36,694.71	\$88,387.00	\$1,892.29	\$1,108,743.48	\$1,127,423.00	\$18,682.52
NET INCOME (LOSS)	\$136,428.03	\$138,914.00	(\$2,485.97)	\$1,607,174.49	\$1,561,548.00	\$45,626.49



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Parking Management Services for the Library Department | 72

B – c. CAPABILITY, EXPERTISE & PAST PERFORMANCE

2. OTHER PERTINENT EXPERIENCE



Payment Card Industry Data Security Standards (PCI DSS)

SD SOW Q.

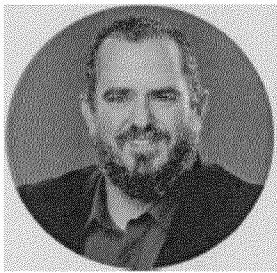
PCI Compliance & Network Security

ACE treats all forms of Payment Card Industry (PCI) and network security compliance very seriously. As the industry leader in ensuring the cyber, data and financial safety of our clients, your ACE team plays a vital role in your organization's overall PCI compliance efforts. Related computer security is paramount, and all ACE team members are involved in maintaining a secure payment card processing environment. Additionally, your ACE team have been trained to ensure all Data Security Standards (DSS) are met.

PCI Audit



In-House Director of Cyber Security – Chris Lynch



All cyber security efforts are led by our in-house Director of Cyber Security, PCI-DSS and Ethical Hacking. Chris Lynch has active certifications in Offensive Security Certified Professional (OSCP), Certified Ethical Hacker (CEH), Payment Card Industry-Internal Security Assessor (PCI-ISA) and Payment Card Industry Professional (PCIP). He oversees all PCI Compliance and Cyber Security for ACE's 1,000 locations, protecting the company and its clients' sensitive data from attacks and fraud, which ACE places great emphasis on protecting. Chris also has expertise in red team penetration testing and tracking cyber-attacks and exploits.

ControlScan Cyber Security Partnership

ACE has partnered with ControlScan, a leading Managed Security Service Provider (MSSP). Their ability to stand guard against cybercrime on our behalf lets us focus on our business and yours. Our relationship with ControlScan gives us the tools and expertise we need to ensure a strong security posture and continuous compliance across all ACE operations.



On-Site Management Cyber Security Training & Procedures

PHYSICAL SECURITY

- o Trained on importance of being vigilant and awareness of the environment at your location
- o Trained to spot suspicious behavior around cashier booths, pay on foot stations and other payment point
- o Managers and Supervisors are trained to inspect machines and ensure credit card handling is secured

COMPUTER SECURITY

- o All credit card info is encrypted
- o Perimeter firewall prevents unauthorized access into your locations network
- o Regular security scans from our external PCI Compliance Partner and Control Scan
- o All software is secured and protected
- o All devices are required to be updated for any new processing the servers



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Parking Management Services for the Library Department | 73

B – c. CAPABILITY, EXPERTISE & PAST PERFORMANCE

2. OTHER PERTINENT EXPERIENCE



Scope of Work – Q. PCI DSS

SD SOW Q.

SOW Q.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.

ACE acknowledges and complies with this requirement. We adhere to the Payment Card Industry Data Security Standards.

SOW Q.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.

ACE acknowledges and complies with this requirement. We are in 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 ACE.

SOW Q.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.

ACE acknowledges and complies with this requirement. We shall provide the City with a copy of Level 1 Service Provider attestation of compliance.

SOW Q.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 provision of PCI related hardware or services in compliance with the most current PCI DSS and PCI SSC.

ACE acknowledges and complies with this requirement. We shall remediate any outstanding audit findings.

SOW Q.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.

ACE acknowledges and complies with this requirement. We will complete a Service Provider Responsibility Matrix (Matrix).

SOW Q.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_dss 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.

ACE acknowledges and complies with this requirement. We shall provide the City with a copy of the Checklist.



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Managing Management Services for the Library, Department, 74

B – c. CAPABILITY, EXPERTISE & PAST PERFORMANCE

2. OTHER PERTINENT EXPERIENCE



Transition Plan

SD SOW H.

As the current parking operator for the City's Central Library and Mission Hills/Hillcrest Branch Library, no transition will be needed if ACE is awarded the contract. This will help ensure the public sees no major change or disruption in the level of service. The parking operations will run smoothly with no interruption for the employees and patrons of the libraries.

Although there is no need for transition should ACE be retained for our management service, we are highly experienced in transitioning parking assets, and we have included a brief description regarding our transition process for new operations below.

Experience Starting New Operations

Drawing on over 70 years of experience transitioning hundreds of parking assets—from large-scale to small, ACE's detailed transition plans and operation startup teams ensure that we deliver customized, seamless transitions for our clients. For each and every new operation, your ACE team will develop a customized transition plan which will focus on customer service and visitor experience.

Detailed Transition Plans

We develop customized plans for every transition based on the implementation scope and the requested timeline from our clients. Although we typically recommend 30-day transition plans, we can accomplish emergency transitions in as little as 24 hours and may recommend longer periods for highly complex or phased openings. Our transition plans cover over 100 individual tasks ranging from holding physician/employee meetings to implementing new technology solutions. We typically customize a three-phased transition plan for our clients.

▶ Your Transition Team

We assign a transition manager for each new operation, who is responsible for overseeing a team that includes representatives from our recruitment, training, audit, technology, marketing, and maintenance departments, to ensure a smooth transition.

▶ The Three Phases

Phase I

- Site Tour & Implementation Meeting
- Employee Outreach
- Parking Team Engagement
- Coordinate Tenant Monthly Billing
- Initiate New Service Strategies
- Coordinate New Technology
- Plan Maintenance Improvements

Phase II

- Establish Weekly Client Updates
- Stakeholder Meetings
- Interview Parking Team
- Distribute ACE Employee Benefits
- Initiate Customer Surveys
- Initiate Marketing Campaigns

Phase III

- Plan Opening Day Event
- Employee Onboarding & Training
- Conduct Employee Safety Training
- Equipment Testing
- Pre Opening Detailed Cleaning
- Install Enhanced Signage
- Install Supplies & Tools



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Parking Management Services for the Library Department 75

B – c. CAPABILITY, EXPERTISE & PAST PERFORMANCE

2. OTHER PERTINENT EXPERIENCE



Delivering Successful Transitions

By focusing on the details that are important to our clients, visitors, employees, and stakeholders, our transition teams consistently exceed the expectations of our new client partners. Every quarter, we conduct Client Surveys to ensure that we are meeting the expectations of our long-term and new clients. *In 2021, over 90% of our 46 new clients indicated that we delivered on ALL of the improvements we proposed.*

Scope of Work – H. Transition Plan

SD SOW H.

SOW H.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 former Contractor a two (2) week consulting period to allow for transfer of information, if applicable.

ACE acknowledges and complies with this requirement. We agree to cooperate with the City at the expiration of the contract in order to accomplish a smooth phase-out and transition of responsibility and requirements, if applicable.



B – c. CAPABILITY, EXPERTISE & PAST PERFORMANCE

3. LOCATION/LOCAL PRESENCE



LOCATION/LOCAL PRESENCE

ACE has a vast presence in the greater San Diego area. Founded in San Diego in 1950, we've become the largest privately-owned parking & transportation company in the United States. Our growth has come organically – without takeovers – by developing a committed team and long-term partnerships. In San Diego alone, ACE manages multiple municipal lots, commercial lots, retail lots, and medical lots, as well as the San Diego Airport parking operations. Our corporate offices are in Downtown San Diego, including human resources, audit, and recruiting teams. These support resources could be called upon at any time to support the parking operation at both Central Library and Mission Hills/Hillcrest Branch Library.

PROMINENT DOWNTOWN SAN DIEGO CLIENTS-PARTNERS & LOCATIONS

AVISON
YOUNG

CBRE



EMMES®

GREYSTAR™

Hilton

HYATT®

KIMPTON®
HOTELS & RESTAURANTS



Lincoln



OMNI
HOTELS & RESORTS



Rockhill
MANAGEMENT



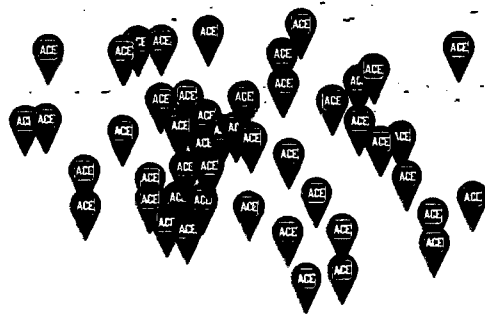
SHARP

SWIFT

UNITED HANSEL

welltower

WESTIN



100+ Locations
in the San Diego Area



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Parking Management Services for the Library Department | 77

B – c. CAPABILITY, EXPERTISE & PAST PERFORMANCE

4. PAST/PRIOR PERFORMANCE



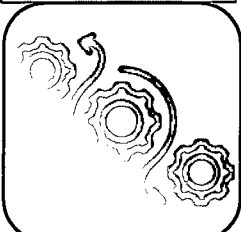
PAST/PRIOR PERFORMANCE

Operational Success

SD SOW

ACE's growing success comes from our team's commitment to achieving the goals of our client-partners. We are grateful and proud of our long standing partnerships with the City of San Diego, where we focus on transparent communication, operational improvements and an ownership mentality to shared financial goals.

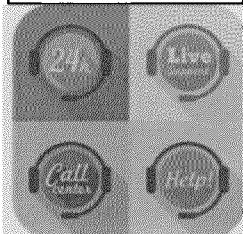
AUTOMATION



#1 – Fully Automated System

When ACE came onboard in March of 2019, we coordinated the installation of new Flash Parking equipment which allowed us to fully automate the garage and achieve reductions in overall labor costs and service quality at the San Diego Central Library. ACE's expertise in equipment installations was leveraged to reimagine the current layout of the parking system and allow equipment to be easily used by customers increasing operational efficiency. This allowed our resources to be removed from the parking lanes and be redeployed to focus on cleanliness and service delivery in the parking structure.

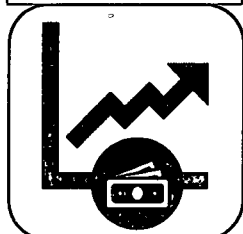
CALL CENTER



#2 – True 24/7 Call Center Service

ACE implemented our call center product, ACE Assist that allows the garage to be fully operational 24 hours a day if needed. Our ACE call center agents can assist any and all parking customers and even allow remote access to vend a gate. This ensures that we can always assist a customer and collect revenues always keeping the gates down.

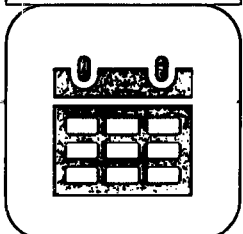
REVENUE



#3 – Revenue Growth

In 2015 revenue under a prior parking operator was budgeted to be \$372,900, revenues in 2023 gross revenues at the SD Central Library set another all-time revenue record exceeding \$924,500 in 2023. Based on our current trends ACE is committed to breaking the \$1,000,000 revenue mark for the first time in 2024. Our operational leadership team is focused on driving overall revenues, while still serving our core purpose of providing San Diego citizens access to the library.

EVENTS



#4 – Events Partnership

ACE continues to leverage our specialized events division to maximize events revenues. With a dedicated team of events professionals that are tied into every major event in the San Diego Market we have been able to drive event-based revenues for the San Diego Library portfolio. In ACE's first year of operation of the SD Downtown Library, we set a record in events revenue of over \$90k. In 2023 this total exceeded \$670k showing ACE commitment to continue to drive the revenue stream.



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Parking Management Services at the San Diego Central Library, December 2023 78

B – c. CAPABILITY, EXPERTISE & PAST PERFORMANCE

4. PAST/PRIOR PERFORMANCE



Recommendations

After-Hours Access

Currently, the garage is secured after hours, which is critically important for the security of the garage and the library. Implementing after-hours access can allow parking to continue to happen while the garage is secured by allowing valid parking tickets to be used as an access credential to enter the garage. This will reduce the effort needed by on-site security and allow this team to focus on overall security and provide a way for legitimate parkers to re-enter the garage to retrieve their vehicles. This can be completed with the installation of an integrated reader on the pedestrian access door as an add-on to our existing Flash Parking technology solution.

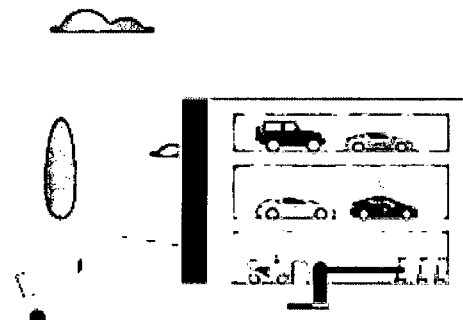
After-hours access would increase revenue opportunities and allow both Mission Hills and the SD Central locations to collect parking revenues 24/7, while not being reliant on having parking staff on-site.

License Plate Recognition

Another potential upgrade is the installation of License Plate Recognition (LPR) technology and an upgrade to the current Flash Parking system. This will expedite the entry and exit of all monthly credential holders by reading authorized plates and automatically allowing access in and out of the garage without touching the parking equipment. Additionally, the garages process many validations for Library users. Validated parkers would pull their ticket, validate the lobby scanners and then the system would recognize the plate at exit automatically raising the gate if no fee is calculated. This will drastically improve the exit of the garage during peak hours. ACE would recommend this investment at the Downtown location, however, do not believe the benefit is worth the investment in Mission Hills.

Increased CCTV coverage with Remote Support

ACE has partnered with technology vendors to implement state-of-the-art CCTV systems that also have remote monitoring services. These systems use artificial Intelligence (AI) technology to monitor the garage and alert agents of any suspicious activity. Remote agents can talk to any person via two-way audio systems to provide directions to vacate the premises, give directions, or aid guests as needed. Agents can immediately dispatch on-site security as needed or call 911 in an emergency while coordinating with local authorities as they remotely monitor the system. These enhancements can help our team perform better, protect our staff, and ensure the safety of our patrons and the parking operation.



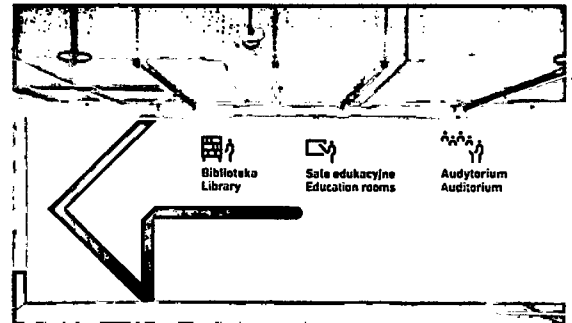
B – c. CAPABILITY, EXPERTISE & PAST PERFORMANCE

4. PAST/PRIOR PERFORMANCE



Painting and Wayfinding

Investment in the garage painting and wayfinding can improve the overall experience for users of the Library garages. ACE recommends a garage re-fresh project that would improve the overall look of the Library parking assets. ACE has designed and consulted on many of these projects and can assist with design and quotations of a garage re-fresh.

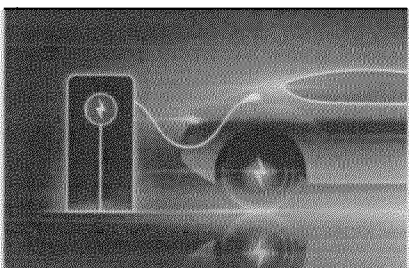
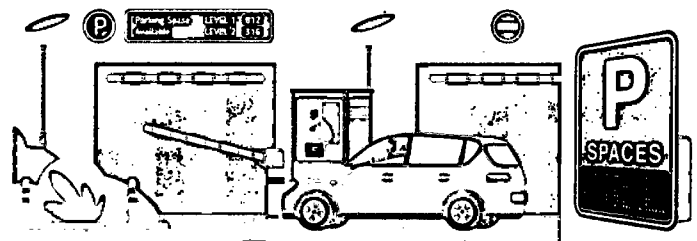


Lighting Retrofit

Electricity Costs continue to rise and implemented variable LED lighting can reduce overall utility costs and is environmentally friendly. This project not only improves the lighting in the facility for our guests, but also support key City of San Diego green initiatives.

Real Time Occupancy Monitoring and Display to Guests

This project would display the current count of parking availability for the garage to help maximize parking revenues by displaying to drivers current availability. This encourages parkers to use the facility.



EV Station Upgrades

The current EV stations have been problematic to keep running and are in need of a long term replacement. The Blink stations are showing age and your ACE team has relationships with several EV vendors and would propose that we look at a long term replacement program as demand for this service continues to grow in the San Diego market



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Parking Management Services for the Library Department 80

B – c. CAPABILITY, EXPERTISE & PAST PERFORMANCE

5. CAPACITY/CAPABILITY



CAPACITY/CAPABILITY

Financial Capacity

Since 1950, ACE has grown to be one of the largest parking management and mobility service providers in the country, serving nearly half a million customers per day. We operate in many major markets across the U.S. ACE manages over 1,000 locations and collectively services 500,000 customers per day. Gross revenue from all operations exceeds \$1 billion annually, while employing more than 5,000 team members with an annual payroll of \$100 million.

Approach to Revenue Control

A critical benefit that separates ACE from the competition is our commitment and approach to revenue control. Recognizing that every ticket is potential revenue, we closely monitor all tickets from the time of issuance through guest departure. These tickets are then compared against posted revenue to ensure revenue integrity is maintained at all times. Our proprietary revenue control system logs the issuance of every ticket from all facilities that we are entrusted to manage. We monitor missing tickets on a daily basis so that we may identify potential issues in a timely manner. Our team is held to strict standards and any deviance from established targets are quickly investigated. *We are entrusted to collect the City's revenue, and we take this responsibility seriously. A POS system is not enough to ensure a 100% capture rate is attained.*

- ▶ Advanced oversight and control for managers
- ▶ Tracks validations through detailed logs
- ▶ Logs are generated when validated tickets enter the location
- ▶ ACE Auditors review logs regularly and reconciled to your PARCS
- ▶ Allows on-site manager to quickly look up a tenant and track changes



Daily Revenue Management

Daily Revenue Management starts and ends with sound procedures and great execution at the parking facility level. While automation has reduced the level of human intervention in the revenue generation process to some extent, making sure the details and fundamentals are correct is just as important today as in the past. We believe Parking 101 controls matter, while many of our competitors believe that automation lets the system do the work. The latter has proven to be costly as the risk of loss is substantial when parking facilities run on auto pilot. To that end, we still manage to the level of verifying tickets/credentials issued balance to tickets/credential returned and that these balance match to counts of vehicles. The credentials may change but the fundamentals are the same — there should be an accounting of every vehicle using the facility

Daily Revenue Banking

1. Deposits are made by the attendant to the cashier, and are received by the bank.
2. Deposits are made by the cashier, and are received by the bank.



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B – c. CAPABILITY, EXPERTISE & PAST PERFORMANCE

5. CAPACITY/CAPABILITY

3. All deposits made are logged with who made the deposit, when they made the drop, the declared value and witness signatures when possible. Additionally, as deposits are removed for the safe, who removed them, when they were removed, who witnessed each deposit being removed and when they were taken to the bank are also logged.
4. Lastly, copies of all deposit slips and bank receipts (when applicable) are collected and stored.

As deposits are processed by the bank, the ACE Revenue Department receives daily notifications of confirmed amounts. These are then reconciled with the Autosoft (our web-based revenue reporting system) reports to ensure declared sales and deposits mirror actual deposits completed. Any and all shortages and overages discovered are all verified by the location management team and the ACE Revenue Department.

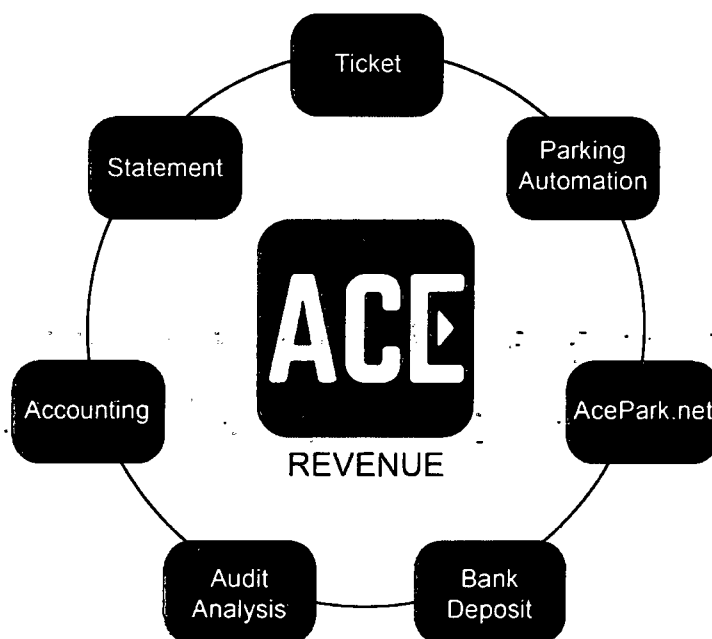
Reconciliation Procedures

► CASH REVENUES

- Daily deposit reports are received from the bank.
- Deposit slip numbers are matched with those declared by the locations and amounts are verified.
- Shortages, overages, missing deposits and missing reports are all investigated and resolved.

► CREDIT CARD REVENUES

- The ACE Accounting Department receives each month a detailed listing of all credit postings and performs a comparison to that of which was reported by the locations.
- Shortages, overages, missing deposits and missing reports are all investigated and resolved.



B – c. CAPABILITY, EXPERTISE & PAST PERFORMANCE

5. CAPACITY/CAPABILITY



Auditing

Our Corporate Audit Department will be very involved in your operation should we be awarded the contract. Headed by our Executive Vice President of Audit and Revenue Control, Clay Adams, our Audit Department is responsible for ensuring all revenue control policies and procedures are adhered to and that on-site personnel maintain the highest levels of integrity and accountability. All on-site auditors report directly to our Corporate Audit Department and act as their primary set of eyes and ears to help ensure nothing is askew.

Additionally, our Audit Department will make unannounced visits to conduct surprise audits routinely. They review paperwork and work closely with our corporate audit department to spot any irregularities that might indicate employee manipulation or human error.

Scope of Work – C. Revenue/Invoices

SD SOW C.

SOW C.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)

ACE will deposit gross revenues into a designated City account on a daily basis and will provide a copy of the deposit slip, daily reconciliation, with a breakdown of revenue types as stated above. ACE will also provide a monthly statement showing daily revenues as shown on the above list. ACE understands this list shall form the categories for contract resulting from this RFP. ACE will respond to all deposit inquiries within 24 hours.

We have included a sample monthly operating statement on page 72.

SOW C.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: Jennifer Jungers, Contract Administrator, San Diego Public Library, 330 Park Blvd. MS17, San Diego, CA 92101, (619) 236-5854, JenniferP@sandiego.gov

ACE acknowledges this requirement. We are accustomed to these payment terms and accept them as part of this RFP.



B – c. CAPABILITY, EXPERTISE & PAST PERFORMANCE

6. REFERENCES



SD SOW J.1.

REFERENCES

SOW J.1. Proposers are required to provide a minimum of three 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.

San Diego References

Civic Communities

ACE Operated: 1998 – Present
Contact: Jeff Zinner, Sr. Project Manager, Civic Communities
Address: 8989 Rio San Diego Drive, Suite 100
San Diego, CA 92108
Phone: (619) 533-7122
Email: zinner@civiccommunities.com



Overview: ACE manages all of the parking operations for Civic Communities San Diego, including the 6th & K Parkade, Park it on Market, North Park Garage and Cedar Gateway. ACE has implemented innovated programs to ensure public access to these key parking facilities for the residents of San Diego, including automate technologies, reservations-based parking and custom traffic management plans for event operations. ACE continues to assist the City of San Diego and Civic Communities to leverage these parking assets and frequently consults on all matters of parking operations including new parking technologies, potential new project builds and PCI DSS compliance.

Contract Amount: \$1,800,000

San Diego Padres

ACE Operated: 1989 – Present
Contact: Ken Kawatchi, SVP Petco Park
Address: One Park Blvd
San Diego, CA 92101
Phone: (619) 686-6358
Email: kkawatchi@padres.com



Overview: ACE has been the Petco Parks parking provider since the new ballpark opened in Downtown San Diego. This is vital relationship for the SD Central Library as ACE's partnership with the Padres allows us to leverage the garage, pre-plan for events and fully integrate the SD Central Library garage into the overall Petco Park experience. ACE partners with the San Diego Police Special Events Traffic Control team by providing additional staff for street traffic control and ensure that the library's traffic is fully-considered for each and every event. Our dedicated Special Events Division supplies labor resources for every event and is fully coordinated with all other parking and traffic plans for all Petco Park events.

Contract Amount: \$2,000,000



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Parking Management Services to the City of San Diego, September 11, 2014 84

B – c. CAPABILITY, EXPERTISE & PAST PERFORMANCE

6. REFERENCES



Port of San Diego

ACE Operated: 1989 – President
Contact: Kristine Love, Department Manager
Address: 3165 Pacific Highway
San Diego, CA 92101
Phone: (619) 686-6358
Email: klove@portofsandiego.org
Overview:



ACE oversees the Port of San Diego's main parking assets including Navy Pier, the San Diego Convention Center and the Bayfront Parking Garage. We enforce the port's Navy Pier daily using LPR equipment. The Bayfront Garage totals 1,090 stalls while the Convention Center garage is 1,849. Host to the Annual International Comic-Con hosting over 167,000 guests annually, ACE developed a custom reservations system, lottery process and pre-sale program for this renowned event. In addition to annual events, the Convention Center has played host to MLB All Star Games, Superbowl Fan Fests, and unique events such as the Red Bull Air Races.

Contract Amount: \$1,200,000

Municipal Reference

ACE is proud of our continued partnership with the City of Phoenix. Our contact at the City can speak to ACE's track record of parking management and technology successes.

City of Phoenix

ACE Operated: 1998 – Present
Contact: April Truncellito, Deputy Director, City of Phoenix
Address: 100 N. 3rd Street
Phoenix, AZ 85004
Phone: (602) 495-7125
Email: April.Truncellito@phoenix.gov
Overview:



City of Phoenix

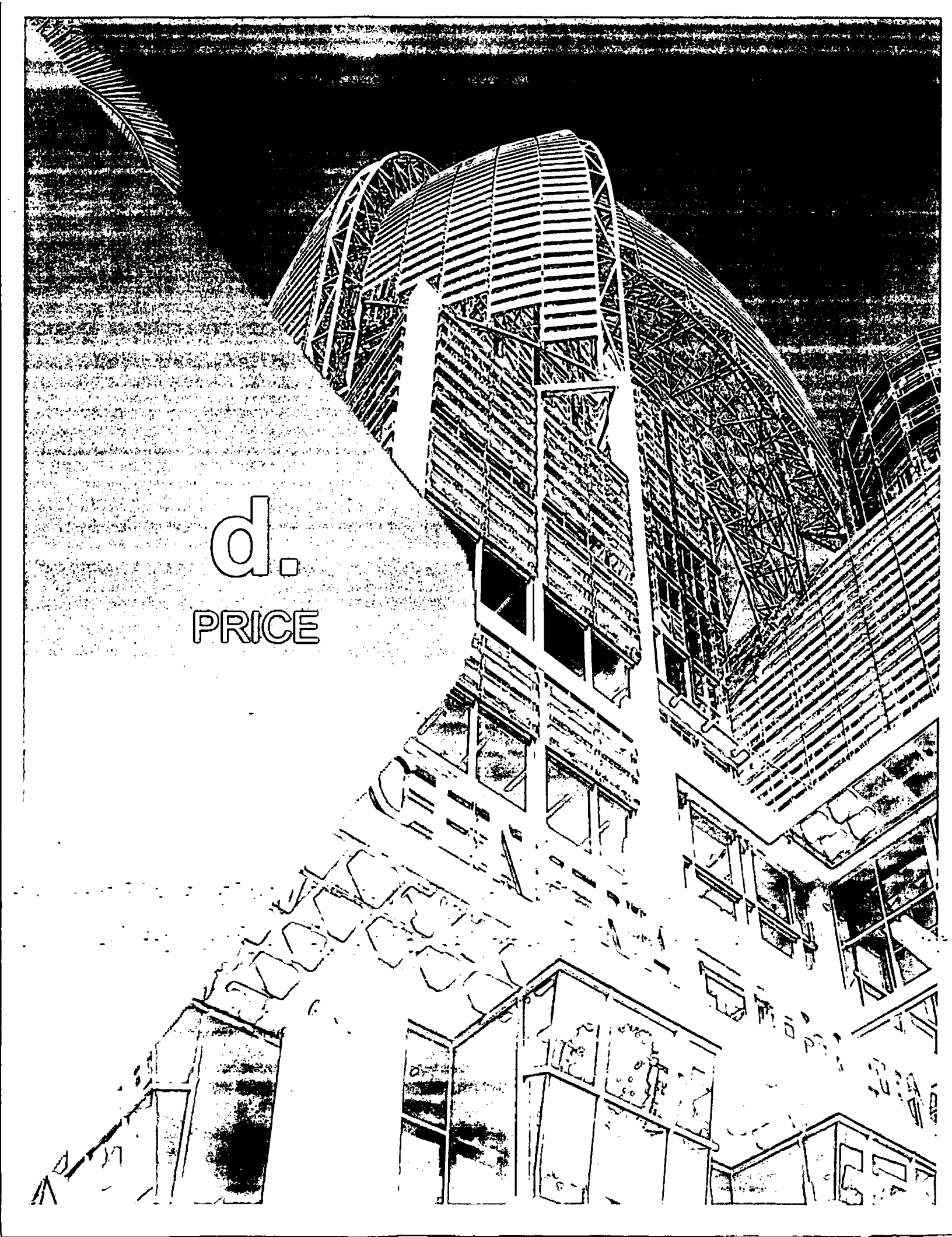
ACE manages all of the parking operations for the City of Phoenix. The largest project we manage is the Convention Center, which includes five multi-level garages and one surface lot. The total square footage for the convention center exceeds 2,000,000 square feet. Parkers include local business tenants, Phoenix Convention Center attendees, Chase Field attendees and tourists. ACE also manages the Public Works Garage, Adam's Street Garage and multiple surface lots throughout downtown Phoenix. The operation includes transient and monthly parking and securing police lots. ACE helped elevate customer service levels by automating the Adams Street garage to utilize proximity cards from the prior barcode reader system. Within just a few months of the upgrade, multiple parkers wrote to ACE thanking them for the more reliable system.

Contract Amount: \$1,400,000



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Parking Management Services for the Library Department | 85



d.
PRICE

B – d. PRICE PRICE



PRICE

SOW R. Price Schedule. *In order to be considered responsive to this RFP, Proposers shall submit pricing on the form and in the format provided herein in its entirety. Any deviations from the Pricing Schedule may be considered non-responsive and unacceptable. Pricing shall be inclusive of all fees and costs associated with the cost of services as described in the RFP, including but not limited to support services and overtime, travel and any other expenses incurred in the course of representing the City, including any sub participation. No other fees, costs, or other charges will be considered.*

ACE acknowledges and complies with this requirement. Partnerships are the key to helping the City's library parking operations reach their full service and revenue potential. We are confident that the partnership the City has with ACE, the City never looks at parking management the same. We are prepared to improve every aspect of the City's parking operation from the guest experience to revenue growth, expense controls and client interaction.

We have included our Cost Proposal in the next section – under Tab C – Cost/Price Proposal on pages 89-94.



011

MISSION HILLS • HICKORY
HARTLEY & BLESSING, INC.
BRANCH LIBRARY

215

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SAN DIEGO CENTRAL LIBRARY COST PROPOSAL

R. PRICE SCHEDULE

In order to be considered responsive to this RFP, Proposers shall submit pricing on the form and in the format provided herein in its entirety. Any deviations from the Pricing Schedule may be considered non-responsive and unacceptable. Pricing shall be inclusive of all fees and costs associated with the cost of services as described in the RFP, including but not limited to support services and overtime, travel and any other expenses incurred in the course of representing the City, including any sub participation. No other fees, costs, or other charges will be considered.

Price Schedule

Item	Monthly Cost	Annual Cost	Comments
Salaries and Wages	\$ 9,656	\$ 115,873	Includes Manager, FT Day staff & Events
Accrued Wages	-	-	
Employee Benefits	\$ 891	\$ 10,692	1 Full time Head Count - Full Time Lot Attendant
Payroll Taxes	\$ 1,395	\$ 16,744	FICA/FUTA/CA State Unemployment
Workers Comp	\$ 811	\$ 9,733	
Liability Insurance	\$ 708	\$ 8,500	Garage Keepers Liability Insurance
Payroll Processing Fees	\$ 5	- \$ 60	
Drug/alcohol Screenings, DMV Checks	\$ 54	\$ 650	Includes background checks
Business and Sales Taxes	\$ 48	\$ 580	Annual business license renewal
EDP/ Accounting/ Banking Charges	\$ 185	\$ 4,500	Bank account fees
Credit Card PCI Security Charges	-	-	
Equipment, Materials and Supplies	\$ 600	\$ 7,200	Handheld POS Device for Event Operations
Signs, Licenses and Permits	-	-	No sign replacement in proposal - order as needed
Uniforms	\$ 67	\$ 800	Direct uniform replacement costs

Item	Monthly Cost	Annual Cost	Comments
Tickets	\$ 233	\$ 2,800	Flash Parking Ticket rolls
Telephones, Computers and Technology	\$ 688	\$ 8,250	Telephone/Internet for Parking Equipment
Repairs, Maintenance Services/ Supplies	-	-	Repairs only as needed (to be approved by client)
Cleaning costs and Supplies	-	-	Cleaning supplies provided by client
Legal and audit charges	-	-	No Legal or Audit Charges
Management Fees, Commissions and Incentives	\$ 63	\$ 750	Flat Management Fee for ACE services
Miscellaneous	-	-	N/A
Sweeping & Pressure Washing	\$ 613	\$ 7,350	Annual Pressure Wash & Monthly Sweeping
PCI Compliance	\$ 130	\$ 1,560	Annual PCI 3rd Party AOC
Credit Card Fees	\$ 1,427	\$ 17,120	Based on revenue collected by credit charged by Credit Card Processors
Customer Service Call Center Fee	\$ 1,165	\$ 13,980	24/7 Call Center Services
Mileage	\$ 140	\$ 1,680	Mileage between SD Central & Mission Hills
TOTAL	\$ 19,068	\$ 228,822	
FIVE-YEAR TOTAL		\$ 1,144,110	

MISSION HILLS/HILLCREST BRANCH LIBRARY COST PROPOSAL

R. PRICE SCHEDULE

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Price Schedule

Item	Monthly Cost	Annual Cost	Comments
Salaries and Wages	\$ 3,347	\$ 40,161	Includes Manager; FT Day staff & Events
Accrued Wages	-	-	
Employee Benefits	\$ 891	\$ 10,692	1 Full time Head Count - Manager
Payroll Taxes	\$ 484	\$ 5,803	FICA/FUTA/CA State Unemployment
Workers Comp	\$ 281	\$ 3,373	
Liability Insurance	\$ 708	\$ 8,500	Garage Keepers Liability Insurance
Payroll Processing Fees	\$ 10	\$ 120	
Drug/alcohol Screenings, DMV Checks	-	-	
Business and Sales Taxes	\$ 48	\$ 580	Annual business license renewal
EDP/Accounting/Banking Charges	\$ 375	\$ 4,500	Bank account fees
Credit Card PCI Security Charges	-	-	
Equipment, Materials and Supplies	-	-	Handheld POS Device for Event Operations
Signs, Licenses and Permits	-	-	No sign replacement in proposal - order as needed
Uniforms	-	-	Direct uniform replacement costs

Item	Monthly Cost	Annual Cost	Comments
Tickets	\$ 38	\$ 450	Flash Parking Ticket rolls
Telephones, Computers and Technology	\$ 169	\$ 2,025	Telephone/Internet for Parking Equipment
Repairs, Maintenance Services/ Supplies	-	-	Repairs only as needed
Cleaning costs and Supplies	-	-	Cleaning supplies provided by client
Legal and audit charges	-	-	No Legal or Audit Charges
Management Fees, Commissions and Incentives	\$ 29	\$ 350	Fiat Management Fee for ACE services
Miscellaneous	-	-	N/A
Sweeping & Pressure Washing	\$ 100	\$ 1,200	No annual pressure washing / monthly sweeping
PCI Compliance	\$ 49	\$ 585	Annual PCI 3rd Party AOC
Credit Card Fees	\$ 92	\$ 1,100	Based on revenue collected by credit charged by Credit Card Processors
Customer Service Call Center Fee	\$ 1,165	\$ 13,980	24/7 Call Center Services
Mileage	\$ 140	\$ 1,680	Milage between Mission Hills & SD Central
TOTAL	\$ 7,925	\$ 95,099	
FIVE-YEAR TOTAL		\$ 475,495	

COMBINED COST PROPOSAL

R. PRICE SCHEDULE

In order to be considered responsive to this RFP, Proposers shall submit pricing on the form and in the format provided herein in its entirety. Any deviations from the Pricing Schedule may be considered non-responsive and unacceptable. Pricing shall be inclusive of all fees and costs associated with the cost of services as described in the RFP, including but not limited to support services and overtime, travel and any other expenses incurred in the course of representing the City, including any sub participation. No other fees, costs, or other charges will be considered.

Price Schedule

Item	Monthly Cost	Annual Cost	Comments
Salaries and Wages	\$ 13,003	\$ 156,033	
Accrued Wages	-	-	
Employee Benefits	\$ 1,782	\$ 21,384	
Payroll Taxes	\$ 1,879	\$ 22,547	
Workers Comp	\$ 1,092	\$ 13,107	
Liability Insurance	\$ 1,417	\$ 17,000	
Payroll Processing Fees	\$ 15	\$ 180	
Drug/alcohol Screenings, DMV Checks	\$ 54	\$ 650	
Business and Sales Taxes	\$ 97	\$ 1,160	
EDP/Accounting/ Banking Charges	\$ 560	\$ 9,000	
Credit Card PCI Security Charges	-	-	
Equipment, Materials and Supplies	\$ 600	\$ 7,200	
Signs, Licenses and Permits	-	-	
Uniforms	\$ 67	\$ 800	

Item	Monthly Cost	Annual Cost	Comments
Tickets	\$ 271	\$ 3,250	
Telephones, Computers and Technology	\$ 856	\$ 10,275	
Repairs, Maintenance Services/ Supplies	-	-	
Cleaning costs and Supplies	-	-	
Legal and audit charges	-	-	
Management Fees, Commissions and Incentives	\$ 92	\$ 1,100	
Miscellaneous	-	-	
Sweeping & Pressure Washing	\$ 713	\$ 8,550	
PCI Compliance	\$ 179	\$ 2,145	
Credit Card Fees	\$ 1,518	\$ 18,220	
Customer Service Call Center Fee	\$ 2,330	\$ 27,960	
Mileage	\$ 280	\$ 3,360	
TOTAL	\$ 26,993	\$ 323,921	
FIVE-YEAR TOTAL		\$ 1,619,605	



Steve Burton

President

645 Ash Street, San Diego, CA 92101

sburton@aceparking.com

619-233-6624 Extension 1118

Brad Elsass

Senior Vice President, Strategic Initiatives

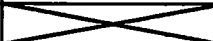
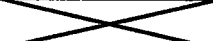
645 Ash Street, San Diego, CA 92101

belsass@aceparking.com

619-952-3885

Schedules for Week Ending

1-Jun

	26-May	27-May	28-May	29-May	30-May	31-May	1-Jun
Loc#	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Library Hours	1:00-5:00	11:30-8:00	11:30-8:00	9:30-6:00	9:30-6:00	9:30-6:00	9:30-6:00
Staff		12:30-4:30	7:00-3:30	7:00-3:30	7:00-3:30	7:00-3:30	
Staff	10:00-2:30		11:30-8:00	9:30-6:00	9:30-6:00	9:30-6:00	
Staff	8:30-5:00	12:30-6:30					9:30-6:00
			Availability				
	A/A	A/A	A/A	A/A	A/A	A/A	A/A
	A/A	A/A	A/A	A/A	A/A	A/A	A/A
	A/A	A/A	A/A	A/A	A/A	A/A	A/A

Days Off Requests:

Special Events/Holidays:

	26-May	Yankees/Padres	1:10PM
Memorial Day	27-May	Marlins/Padres	3:40PM
	28-May	Marlins/Padres	6:40PM
	29-May	Marlins/Padres	1:10PM

Published

4/26/2024

Other Schedule Notes:

Schedules for Week Ending

15-Jun

	9-Jun	10-Jun	11-Jun	12-Jun	13-Jun	14-Jun	15-Jun
Loc #	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Library Hours	1:00-5:00	11:30-8:00	11:30-8:00	9:30-6:00	9:30-6:00	9:30-6:00	9:30-6:00
Staff	8:30-5:00	7:00-3:30	7:00-3:30	7:00-3:30			
Staff	Leave	11:30-8:00	11:30-8:00	9:30-6:00	9:30-6:00	9:30-6:00	
Staff	Leave	6:30-10:30	6:30-10:30				9:30-6:00
			Availability				
	A/A	A/A	A/A	A/A	A/A	A/A	A/A
	A/A	A/A	A/A	A/A	A/A	A/A	A/A
	A/A	A/A	A/A	A/A	A/A	A/A	A/A

Days Off Requests:

Special Events/Holidays:

9-Jun	Dbacks/Padres	1:10PM
10-Jun	A's/ Padres	6:40PM
11-Jun	A's/ Padres	6:40PM
12-Jun	A's/ Padres	1:10PM

Published

4/26/2024

Other Schedule Notes:

Schedules for Week Ending

22-Jun

	16-Jun	17-Jun	18-Jun	19-Jun	20-Jun	21-Jun	22-Jun
Loc#	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Library Hours	1:00-5:00	11:30-8:00	11:30-8:00	Closed	9:30-6:00	9:30-6:00	9:30-6:00
Staff		Leave	Leave	Leave	Leave	Leave	9:30-6:00
Staff		11:30-8:00	11:30-8:00	8:00-4:30	9:30-6:00	9:30-6:00	
Staff	8:30-5:00			8:00-4:30	4:30-10:00	4:30-10:00	2:30-8:00
			Availability				
	A/A	A/A	A/A	A/A	A/A	A/A	A/A
	A/A	A/A	A/A	A/A	A/A	A/A	A/A
	A/A	A/A	A/A	A/A	A/A	A/A	A/A

Days Off Requests:

Special Events/Holidays:

20-Jun	Brewers/Padres	6:40PM
21-Jun	Brewers/Padres	6:40PM
22-Jun	Brewers/Padres	4:15PM

19-Jun	Cleaning Project
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6/4/2024

Other Schedule Notes:

Published

Addendum A
June 28, 2024

Schedules for Week Ending

29-Jun

	23-Jun	24-Jun	25-Jun	26-Jun	27-Jun	28-Jun	29-Jun
Loc #	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Library Hours	1:00-5:00	11:30-8:00	11:30-8:00	9:30-6:00	9:30-6:00	9:30-6:00	9:30-6:00
Staff		7:30-4:00	7:00-3:30	7:00-3:30	7:00-3:30	7:00-3:30	
Staff	8:30-5:00	11:30-8:00	11:30-8:00	9:30-6:00	9:30-6:00		
Staff	8:30-5:00	5:30-10:30	5:30-10:30				9:30-6:00
			Availability				
	A/A	A/A	A/A	A/A	A/A	A/A	A/A
	A/A	A/A	A/A	A/A	A/A	A/A	A/A
	A/A	A/A	A/A	A/A	A/A	A/A	A/A

Days Off Requests:

Special Events/Holidays:

23-Jun	Brewers/Padres	1:10PM
24-Jun	Nationals/Padres	6:40PM
25-Jun	Nationals/Padres	6:40PM
26-Jun	Nationals/Padres	1:10PM

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6/4/2024

Other Schedule Notes:

Contract No. 10090133-24-D, Parking Management Services for the Library Department

Final Audit Report

2025-01-24

Created:	2025-01-22
By:	Damian Singleton (dsingleton@sandiego.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI1U_HoSnCASjXKh_OG8aFljwEvInd-B3

"Contract No. 10090133-24-D, Parking Management Services for the Library Department" History

-  Document created by Damian Singleton (dsingleton@sandiego.gov)
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-  Agreement completed.
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