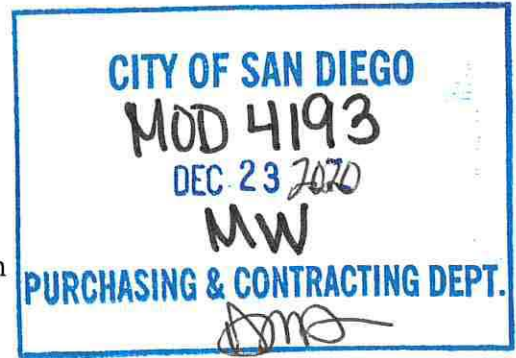


Purchasing and Contracting Department  
Sole Source Request and Certification Form



To: Director of Purchasing and Contracting  
Cc: Deputy Chief Operating Officer, Infrastructure / Public Works  
From: Shauna Lorance  
Date: December 21, 2020

In alignment with the guidance provided in the San Diego Municipal Code section 22.3016, the Purchasing Agent (Director of Purchasing and Contracting) must certify that the award of a sole source contract is necessary by memorializing in writing why strict compliance with a competitive process would be unavailing or would not produce an advantage, and why soliciting bids or proposals would therefore be undesirable, impractical, or impossible.

For consideration, this form must be completed and all required accompanying information must be submitted together, including any related contracts. Failure to do so will result in a delay of approval of the request.

Describe commodity or service(s) to be purchased. Include vendor contact information.

The Public Utilities Department (PUD), Employee Services & Quality Assurance Division, submitted the request (Sole Source (SS)# 4193) for NMS Management, Inc., to provide COVID-19 Enhanced Sanitation and Rapid Sanitation services per the City of San Diego's COVID-19 Sanitation Regulation dated August 1, 2020. The request was submitted on an emergency basis to ensure uninterrupted COVID-19 Enhanced Sanitation and Rapid Sanitation cleaning during the pandemic and while the Amendment to the Contract# 10089561-19-L is pending Council approval. The request was approved on October 30, 2020.

The PUD Management requests modification of the approved SS# 4193 to add additional Enhanced and Rapid Sanitation services to the 24/7 hours PUD facilities. The facilities list identified in Exhibit A, Scope of Work.

Enhanced Sanitation services to the 24/7 hours facilities will be provided twice a day, during regular working hours, and two (2) times after regular working hours.

Rapid Sanitation will be provided, per PUD request, as soon as possible or within twenty-four (24) hours of receiving a request.

It is requested that you approve the modification of the SS# 4193 for the estimated amount of \$940,000.00 for one (1) year or until the Amendment to the Contract# 10089561-19-L is approved by the Council.

The subject vendor's information is listed below:

NMS Management, Inc.  
Attn: David M. Guaderrama  
155 W. 35th St, Suite A  
National City, Ca. 91950  
(619) 425-0440 Office / (619) 425-2432 Fax

### Justification

1. This product or service is available from only one supplier and meets at least one of the following criteria (please check all that are applicable):

- One-of-a-kind/Compatibility*
- a. Required by Warranty: the product matches existing equipment, infrastructure and is required by warranty. **(A letter from the provider which supports this claim must be provided.)**
  - b. Goods and Services:
    - i. the good has no competitive product or alternative on the market.
    - ii. the service requires a special skill, ability, or expertise linked to the current project that cannot be provided by another supplier.

**(Documentation in support of either of the above claims must be provided by the requesting department.)**

- City Standards*                      The product or service complies with established, existing City standards.
- Replacement*                        The product or service is the only compatible replacement component that supports a larger system. Or, the services are the only ones that can replace the existing service requirements.

2. Do any of the following situations exist?

- Limited Competition*                      Department made an attempt to find a second or multiple sources to no avail.
- Emergency*                                      There is an urgent need for the item or service and time does not permit the City to solicit for competitive bids, as in the cases of emergencies as defined under SDMC section 22.3208,. (Delays in solicitation do not satisfy this criteria)

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### Cost/Market Analysis

Purchasing and Contracting will perform due diligence on each request. If Purchasing and Contracting can find a suitable, cost effective alternative, this request will be denied and that alternative will be pursued after your department has been contacted to discuss the revised determination.

This form does not take the place of an agreement and all sole source requests for a period of one year or longer will require the **submission of an agreement**. The requesting department must submit a purchase requisition and a copy of this certification to Purchasing and Contracting for a Purchase Order to be issued.

**PCO Due Diligence (PCO to initial all that apply)**

- \_\_\_\_\_ Proof of warranty or maintenance requirement for standardized and replacement items confirmed.
- \_\_\_\_\_ Vendor/Supplier confirmed submission of justification letter.
- \_\_\_\_\_ Market test confirmed that there is no advantage to the City in competing this contracting opportunity to multiple vendors.

MLW Emergency verified with the department.

MLW Pricing agreement has been reviewed.

MLW Purchasing and Contracting has reviewed this request and affirms that this request for a sole source justification is appropriate.

This sole source is approved for:

- ~~One (1) year from the signature date below.~~ <sup>MLW</sup> From 10/01/20 - 09/30/21
- For the entire length of the contract, but not more than five (5) years.

The length of the contract must be consistent with the sole source approval. A sole source request must be submitted and approved by the Purchasing and Contracting Director prior to the award of each new contract and prior to each extension of an existing contract that was not contemplated in the initial contract term.

\_\_\_\_\_ After reviewing the provided information and due diligence, I cannot recommend the approval of this request.

**Purchasing and Contracting Director Review**

I certify that strict compliance with a competitive process would be unavailing or would not produce an advantage, and that soliciting bids or proposals would be therefore undesirable, impracticable or impossible. My approval is contingent on the information provided in this form.

- In accordance with SDMC §22.3016, this request is approved.
- Based on the information provided and due diligence recommendation of staff, this request is denied.



\_\_\_\_\_  
Claudia C. Abarca  
Interim Director, Purchasing & Contracting

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

**FIRST AMENDMENT TO ENHANCED AND RAPID SANITATION CLEANING AT  
VARIOUS PUBLIC UTILITIES DEPARTMENT FACILITIES IN COMPLIANCE WITH  
CITY OF SAN DIEGO'S ESTABLISHED COVID-19 SANITATION REGULATIONS  
AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND NMS MANAGEMENT, INC.**

This First Amendment to the Enhanced and Rapid Sanitation Cleaning at Various Public Utilities Department Facilities in Compliance with City of San Diego's Established Covid-19 Sanitation Regulations Agreement (First Amendment) is made and entered into by and between the City of San Diego (City) and NMS Management, Inc. (Contractor), also referred to individually as "Party" and collectively as the "Parties."

**RECITALS**

1. City approved Sole Source #4193 on October 30, 2020, resulting in an agreement between the City and Contractor (Agreement) to provide enhanced and rapid sanitation cleaning at various Public Utilities Department facilities in compliance with City of San Diego's established Covid-19 sanitation regulations. The Agreement was effective on January 26, 2021 for a period of one (1) year beginning on October 1, 2020. The Agreement is comprised of the Agreement including its exhibits.

2. The Agreement may be amended by written agreement executed by duly authorized representatives of both Parties.

3. The Parties wish to amend the Agreement to add additional funding in the amount of \$410,000.00 and to extend the term for an additional six (6) months.

**TERMS**

For each section of the Contract amendment, do the following:

1. Section 2.1 Term of the Agreement shall be **REVISED** in its entirety to read as follows:

**2.1 Term.** This Agreement shall be for a period of eighteen (18) months beginning on October 1, 2020 through March 31, 2022. Unless otherwise terminated, this Agreement shall be effective until the completion of the Scope of Services or March 31, 2022, whichever is earliest. The term of this Agreement shall not exceed five years unless approved by the City Council by ordinance.

2. Section 3.1 Amount of Compensation of the Agreement is **REVISED** is in its entirety to read as follows:

Contract Amendment  
Effective: October 13, 2014  
OCA Document No. 861155\_3

3.1 **Amount of Compensation.** City shall pay Contractor for performance of all Services rendered in accordance with this Agreement in an amount not to exceed \$1,350,000.00.

3. This First Amendment will be effective when signed by both parties and approved by the City Attorney in accordance with Charter section 40.

4. All provisions of the Agreement not addressed in this First Amendment remain in full force and effect.

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

~~NMS MANAGEMENT, INC.~~

By: 

Name: David Guaderrama

Title: Business Development

Date: 12/29/2021

City of San Diego

By: 

Name: Claudia C. Alara

Title: Director, Purchasing & Contracting

Date: December 30, 2021

Approved as to form this 2nd day of  
December, 2022

MARA W. ELLIOTT, City Attorney

By: Christine Leone  
Deputy City Attorney

Christine Leone  
Print Name