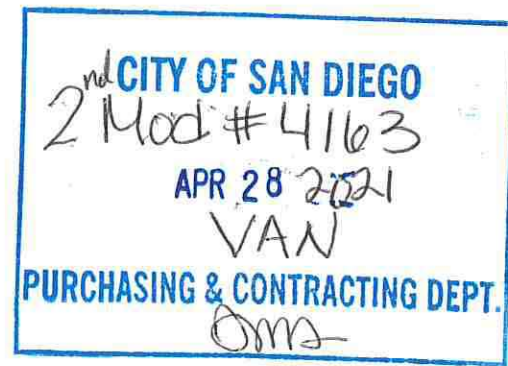


Purchasing and Contracting Department  
Sole Source Request and Certification Form



To: Director of Purchasing and Contracting  
Cc: Deputy Chief Operating Officer, Infrastructure / Public Works  
From: Viviana Hening, Principal Contract Specialist, Public Utilities Department  
Date: April 28, 2021

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 City of San Diego, Public Utilities Department (PUD) received approval of sole source (SS) #4163 on June 18, 2020 to enter into an agreement with ADS Corp to manage and operate the City's wastewater collection and treatment system for the Metropolitan area of southwestern San Diego County. The system collects and treats the wastewater generated by a regional population of 2.3 million, producing approximately 147 million gallons of wastewater per day. ADS currently provides the required wastewater flow monitoring services for the City's sewer system, to include providing accurate, reliable, defensible, and timely data for sewer revenue billing, sewer capacity assessment modeling and sewage spill detection alarms. The temporary contract was effective on June 23, 2020 for a six (6) month term for a not to exceed of \$744,401.58 and expires on December 22, 2020.

Due to confidential personnel matters, the sole source was modified and approved on November 19, 2021 to add an additional six (6) months and increase the contract value to \$1,488,803.16 to ensure the continuation of the critical and essential services to avoid substantial risks identified in the original approved SS and Attachment 1, until a new contract is awarded through the competitive process.

This 2nd sole source modification requests the approval to extend the contract for an additional ninety (90) days and increase the contract value by \$373,000 for a total not to exceed amount of \$1,861,803.16 to ensure the continuation of the critical and essential services while the City resolves pending confidential personnel matters.

Vendor Contact:  
Robert Larson, Business Development Manager  
(858) 210-5287  
RLarson@idexcorp.com

### 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)**

- VD Proof of warranty or maintenance requirement for standardized and replacement items confirmed.
- VD 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.
- \_\_\_\_\_ Emergency verified with the department.
- VD Pricing agreement has been reviewed.
- VD 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.
- 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.

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**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 and Contracting

April 30, 2021  
Date

**SECOND AMENDMENT TO THE TEMPORARY WASTEWATER FLOW  
MONITORING AND EVENT NOTIFICATION SERVICES, SOFTWARE, AND  
EQUIPMENT FOR THE CITY OF SAN DIEGO SEWER SYSTEM SERVICES  
AGREEMENT**

This Second Amendment to the Temporary Wastewater Flow Monitoring and Event Notification Services, Software, and Equipment Services Agreement (Second Amendment) is made and entered into by and between the City of San Diego (City) and ADS Corp (Contractor), also referred to individually as "Party" and collectively as the "Parties."

**RECITALS**

1. City approved Sole Source #4163 on June 18, 2020, resulting in a contract between the City and Contractor (Contract) to provide Temporary Wastewater Flow Monitoring and Event Notification Services, Software, and Equipment. The Contract was effective on June 23, 2020 for a period of six (6) months. On November 19, 2020, the City approved a Sole Source modification to extend the contract for an additional six (6) months to continue the critical services until a new solicitation can be completed. The Contract is comprised of the previous amendments to the Contract and the City's General Contract Terms and Provisions.

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

3. The Parties wish to amend the Contract to extend the contract term and add additional compensation as required for the continuation of services.

**TERMS**

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

1. Section 2.1 of the Contract is hereby **DELETED** in its entirety and **REPLACED** with the following:

**2.1 Term.** The term of this Agreement shall be for a period beginning from June 23, 2020 through September 22, 2021. Unless otherwise terminated, this Agreement shall be effective until the completion of the Services. The Term of this Agreement shall not exceed five years unless approved by the City Council by Ordinance.

2. Section 3.1 of the Contract is hereby **DELETED** in its entirety and **REPLACED** with the following:

3.1 **Amount of Compensation.** The City shall pay Contractor for the performance of all Services rendered in accordance with this Agreement in an amount not to exceed \$1,861,803.16 or the amount referenced in the Purchase Order.

3. This Second 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 Second Amendment remain in full force and effect.

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

ADS Corp

By: 

Name: Joseph J. Goustin

Title: Assistant Treasurer

Date: April 21, 2021

City of San Diego

By: 

Name: Claudia C. Abarca

Title: Interim Director

Date: April 30, 2021

Approved as to form this 30<sup>th</sup> day of April, 2021

MARA W. ELLIOTT, City Attorney

By: 

Deputy City Attorney

Christine Leone  
Print Name