

CONTRACT RESULTING FROM INVITATION TO BID NUMBER 10089551-19-L RENTAL OF PORTABLE TOILETS, OTHER SITE RENTALS, AND SERVICES

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful bidder to Invitation to Bid (ITB) # 10089551-19-L RENTAL OF PORTABLE TOILETS, OTHER SITE RENTALS, AND SERVICES (Contractor).

RECITALS

On or about 6/18/2019, City issued an ITB to prospective bidders on goods and services to be provided to the City. The ITB and any addenda and exhibits thereto are collectively referred to as the "ITB." The ITB is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the goods and services.

City wishes to retain Contractor to furnish the City of San Diego with as needed, Rental of Portable Toilets and Other Site Rentals and Services as further described in the Scope of Work, attached hereto as Exhibit B. (Goods and 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 Goods and 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 Goods and Service.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of five (5) years beginning on the Effective Date. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

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

**ARTICLE III
COMPENSATION**

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered (total expenditure over term of contract cannot exceed \$3,000,000 without prior City Council approval) in accordance with the Pricing Schedule.

**ARTICLE IV
WAGE REQUIREMENTS**

4.1 By submitting a response to this ITB, 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 Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the ITB, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the goods and services to be provided. Contractor will provide any goods and 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 goods and 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 document highest in the order of precedence controls. 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 The Contract
- 2nd The ITB and the City's written acceptance of any exceptions or clarifications to the ITB, if any
- 3rd 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

CITY OF SAN DIEGO
A Municipal Corporation

United Site Services of California, Inc.

Bidder

2500 Sweetwater Springs Blvd

Street Address

Spring Valley, CA 91978

City

760-832-5201

Telephone No.

andrea.benitez@unitedsiteservices.com

E-Mail

BY:

Print Name:

Kristina Peraita

Director

Purchasing & Contracting Department

28 Aug 2019

Date Signed

BY:

Signature of Bidder's Authorized Representative

Jeffrey Dunlop

Print Name

Vice President

Title

8/2/2019

Date

Approved as to form this 6th day of

September, 2019.

MARA W. ELLIOTT, City Attorney

BY:

Deputy City Attorney

August 20, 2019

Via U.S. Mail and Email to: Sean.McDowell@unitedsiteservices.com

United Site Services of California, Inc.
Attention: Sean McDowell, Director of Contracts
Legal Department
118 Flanders Road, Suite 1000
Westborough, MA 01581

Subject: Contract Resulting from ITB No. 10089551-19-L, Rental of Portable Toilets and Other Site Rentals, and Services (Contract)

Dear Mr. McDowell:

This letter confirms our agreement to amend the terms of the Contract. The Parties agree as follows:

1. Contract, Exhibit B, section P shall be deleted in its entirety and replaced with the following:

LOSS LIMIT INSURANCE

The fee per service listed in paragraph BB, Pricing Schedule, shall include Loss Limit Insurance with a maximum \$100 deductible. If Contractor sustains the total loss of a portable toilet rented to City due to negligence or intentional acts of vandalism, the City's liability for replacement of said portable toilet is limited to a maximum of \$100 per individual occurrence. Contractor is responsible for repair of damage or vandalism that does not exceed the portable toilet/shower replacement value (at no additional cost to the City). **The above provision is limited only to the plastic portable restroom units. Trailers are subject to material and labor charges for any damage repairs required.**

Sincerely,



Lisa Hoffmann

Senior Procurement Contracting Officer, Purchasing & Contracting

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

UNITED SITE SERVICES OF CALIFORNIA, INC.

By: [Signature]

Name: SEAN McDOWELL

Title: Director of Contracts

Date: 8/21/19

THE CITY OF SAN DIEGO

By: [Signature]

Name: Kristina Peralta
Director

Title: Purchasing & Contracting

Date: 28 Aug 2019

Approved As To Form

Mara W. Elliott

BY: [Signature] DATE: 9/6/19

NAME: Hilda R. Hernandez

EXHIBIT A

**EXHIBIT B
SCOPE OF WORK**

A. SERVICE AREA. Service area shall include all areas within the San Diego City limits and outlying City owned lakes. Service must be available seven (7) days a week, if required.

Each City Department may have different hours of operations, but all non-urgent deliveries shall be done within regular business hours. All emergency/urgent deliveries shall be coordinated with each respective ordering Department. Contractor is required to provide as needed **Rental of Portable Toilets, Other Site Rentals, and Services** upon request by any City Department.

B. RESERVE UNITS. Contractor must have a reasonable number of portable toilets in reserve. Approximate number of portable toilets in reserve at any given time: _____ units.

C. TECHNICAL REPRESENTATIVE. The Technical Representative(s) for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract. Each City department will have its own Technical Representative, who shall be the Contractor's contact person for work performed pursuant to this contract for that department. All references to "Technical Representative" in this Contract shall include all authorized designees of the Technical Representative.

The Purchasing Agent shall be responsible for all contractual matters and is the only individual authorized to make changes of any kind to the Contract. Contractor shall not rely upon any oral change from anyone, or a written request for change from someone other than the Purchasing Agent. All changes must be in writing, signed by the Purchasing Agent.

D. CONTRACTOR RESPONSIBILITIES/REQUIREMENTS.

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

2. 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.

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

4. Removal of Employee. 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. Communication Skills. Contractor shall ensure that onsite employees can communicate in English both verbally and in writing.

6. Local Office. The Contractor shall maintain a local office with a competent company representative who can be reached during normal working hours, 8:00 a.m. to 5:00 p.m. and who is authorized to discuss matters pertaining to this contract with the Technical Representative. A local office is one that can be reached by telephone within the 619, 858, and 760 area codes. An answering service or mobile telephone may fulfill the requirement for a local office, provided that all calls from the City are returned within a one (1) hour time period.

7. Damages. Contractor shall immediately report any damage, defects, leaks, power outages, or any other problems or irregularities to the Technical Representative. 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 Technical Representative. Contractor shall be solely responsible for the proper disposal of all waste water collected.

8. Emergency Calls. Contractor shall have the ability to receive and respond immediately to emergency calls 24-hours a day. Emergency calls received by the Technical Representative shall be referred to the Contractor for immediate disposition. The response time is not to exceed two (2) hours.

9. Safety Requirements. All work performed under this contract shall be conducted 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. All work will be performed in a safe manner and shall comply with all safety provisions and regulations. Contractor shall abide by all CAL/OSHA requirements, including the labeling of containers. Contractors who have ten (10) or more employees shall have an injury/illness program as required by OSHA. The Technical Representative reserves the right to issue restraint or cease and desist orders to Contractor when unsafe or harmful acts relative to the performance of work under this contract are observed or reported.

10. Water Quality – Best Management Practices. City and Contractors are committed to the implementation of controls (best management practices, or BMPs) to manage activities on the Premises in a manner which aids in the protection of City's precious water resources. It is Contractor's responsibility to identify and implement an effective combination of BMPs so as not to cause pollutant discharges to the storm drain system in violation of San Diego Storm Water Management and Discharge Control Ordinance (San Diego Municipal Code sections 43.0301 to 43.0312) while performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of the City of San Diego regardless of location.

Therefore, Contractor will, at a minimum, implement and comply, as applicable, with the Minimum Industrial and Commercial BMPs adopted under the San Diego Municipal Code section 43.0307(a).

It is ultimately Contractor's responsibility to prevent pollutant discharges to the storm drain system. Therefore, Contractor will identify and implement any additional BMPs that may be required to avoid the discharge of Contractor's pollutants to the storm drain system.

11. Environmental Management System Awareness Program. Operations and Maintenance Divisions of the City of San Diego's Metropolitan Wastewater department has undertaken voluntary certification in Environmental Management Systems and are committed to Regulatory Compliance, Pollution Prevention, Continual Improvement, and upholding the National Biosolids Partnership's Code of Good Practice. The Contractor shall be aware of the environment while working at the site under contract which means keeping the site clean, recycling when possible, and reporting any environmental issues. Please contact the Technical Representative to report any environmental issues or to obtain additional information regarding this policy.

12. Uniforms. Contractor will furnish their employees with a shirt, or some other type of upper body wear, bearing the company's identification. Appropriate work clothes

shall be worn by Contractor's employees at all times, including personnel who are being trained. Failure to do so may result in termination of contract.

13. Disposal Cost. Contractor shall be responsible for the expense related to the proper and legal disposal of all water, refuse, and debris generated or related to this work. Contractor shall dispose of all water, refuse, and debris at an approved disposal site.

14. Permits. The Contractor shall be authorized by the Director of Health Services of the County of San Diego to service portable toilets and holding tanks.

14.1 Submittal. Contractor shall submit a copy of its County of San Diego Health Services permit with the bid.

15. Contractor shall work with Technical Representative to determine access points, staging areas, and requirements to maintain compliance with all Environmental regulations.

16. 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.

17. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract and California State Health and Safety Codes. 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.

18. All portable toilets/showers and other site rentals provided under this Contract shall be in compliance with all applicable City, County, State and Federal Laws.

19. Dedicated Account Manager. Contractor shall provide a dedicated account manager/sales representative and/or inside customer service representative knowledgeable of the Contract products to efficiently answer all City questions/inquiries. Contractor account manager/sales representative shall be available during regular business hours to assist City with placement of orders, follow-ups and any other areas requiring assistance within the realm of their responsibility. Customer Service Representative shall respond to non-emergency calls, fax messages, or emails within one (1) working day. All actions required to resolve non-emergency issues or deficiencies must be completed by the next business day unless otherwise directed by Technical Representative. Failure to take appropriate corrective action within the time frame specified may result in deductions and/or termination of contract.

20. Contractor shall own or have available a fleet of vehicles adequate to dispatch, carry and handle City deliveries as stated in Exhibit B-Scope of Work and these shall meet or exceed all Federal, State, County and City Department of Transportation (DOT) regulations. Contractor's vehicles must display a visible Company Logo at all times that easily identifies their vehicles as part of their fleet. Awarded Contractor shall be fully responsible to meet all City requirements, including insurance requirements.

21. Contractor vehicles must be equipped with a radio dispatch system or mobile telephone access, in addition to required equipment/machinery as needed to provide the services described in Exhibit B-Scope of Work.

22. Contractor shall not require a minimum quantity and/or cost per order, unless other arrangements are made and approved by Technical Representative. No other minimum delivery requirements shall apply.

23. Contractor shall provide rental and services (as defined below) for all portable toilets and other site rentals located at various Facilities throughout the City of San Diego.

24. Contractor shall provide and maintain a written service log affixed to the inside of the portable toilets and other site rentals that lists the date of each service visit, unless other arrangements are made with the Technical Representative.

25. Contractor shall make delivery arrangements directly with the requesting Department at the time of order for the location specified on the order. Deliveries are expected to be made in full, unless other arrangements are made and mutually agreed upon.

26. Contractor shall submit bills for goods and services in accordance with the rates listed in paragraph BB, Pricing Schedule. If Contractor requests changes or additional fees to the rates listed in paragraph BB, Contractor must obtain advanced written approval from the Technical Representative. City will not pay any amount in excess of project estimate without advance written approval from City.

E. ORDERS AND ORDERING METHOD.

1. Contractor shall provide a written quote for short- or long-term rentals based on paragraph BB, Pricing Schedule to the City Personnel requesting the order. Written approval of a quote by an authorized City Personnel is required.

2. Contractor shall have the capability to accept orders through the following methods:

- 2.1 Electronic(email/internet)
- 2.2 Telephone, with follow up email

3. Contractor shall not require minimum quantity and/or cost per order. No other minimum delivery requirements shall apply. Orders shall be placed at the convenience of each Department.

4. If an order is placed by 12:00 p.m. (noon), Contractor shall deliver the order by the next business day, unless other arrangements are made between City and Contractor.

F. HOURS OF OPERATIONS.

1. At Contractor's expense, Contractor shall maintain a telephone answering system, which (at minimum) provides eight (8) hours per day, five (5) days per week live coverage from the hours of 8:00 a.m. to 5:00 p.m. (PDT). Contractor shall provide an e-mail address to place all orders, as well as a contact name and phone number for 24-hour access.

*Account Representative Name:	
Telephone Number:	
Cell Phone Number:	
Email Address:	
AFTER-HOURS CONTACT	
*After Hours Contact Name:	
After Hours Telephone Number:	
After Hours Email Address:	

*Any changes to Contractor's Account Representative's name or contact information shall be provided in writing to Technical Representative and Procurement Contracting Officer listed on the ITB Cover Page.

2. Contractor shall accommodate City with flexible schedules to meet each Department requirements due to facility structure and/or hours of operations. City and Contractor shall coordinate and agree upon the day(s) of the week and time of day for rental deliveries and service visits.

G. CITY OBSERVED HOLIDAYS. There are ten (10) City observed holidays.

1. New Year's Day
2. Martin Luther King, Jr. Day
3. Presidents' Day
4. Cesar Chavez Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veterans' Day
9. Thanksgiving Day
10. Christmas Day

H. PORTABLE TOILET RENTAL DESCRIPTIONS.

1. Portable toilets shall meet the American National Standard minimum requirements for non-sewered waste-disposal systems and all requirements set forth by the San Diego County Health Department.

2. ADA portable toilets shall be compliant with all Americans Disabilities Act (ADA) Regulations, including California Code, Title 24.

3. All Portable toilets installed at rental site locations shall be free from all defects which would present a danger to the health and safety of the public and be in good aesthetic appearance.

4. Any portable toilet that becomes a health or safety danger to the public or is in poor aesthetic appearance shall be replaced within twenty-four (24) hours.

5. Dimensions of the portable rentals listed in paragraph BB, Pricing Schedule must meet the following requirements:

5.1 Standard Portable Toilet (Approx.): Height 88", Width 44", Depth 48"

5.2 ADA Compliant Portable Toilet (Approx.): Height 90", Width 67";
Depth 86.5" or Height 91", Width 77", Depth x 77

5.3 Portable Restroom Trailers: Various 2, 4, 6, or 8 Private rooms

5.4 Portable Toilets and Restroom Trailers colors and sizes may vary.

6. Portable toilets shall be enclosed with a door that can be locked from the inside, be properly ventilated, and include a urinal and commode, dispensers for toilet paper, disposable paper seat covers and deodorizer.

7. Portable toilets shall be furnished with installed padlock hasps at no additional cost whenever requested by the Technical Representative.

8. Portable toilets with sinks shall include liquid soap and paper towels with their dispensers and shall be replenished (as needed) every time the portable toilet is serviced.

9. All free standing 2-Station Sinks placed outside portable toilet units shall include liquid soap and paper towels with dispensers.

10. Portable Restroom Trailers may have either 2, 4, 6 or 8 private rooms and each one shall have a door that can be locked from the inside, be properly lit and ventilated, and may or may not include a sink(s). Men's portable restroom trailers shall include 2 to 6 urinals. Portable Restroom trailers connected to sewer do not require waste water pumping service, unless requested by the Technical Representative and shall be billed at the rates on Table 2, Section 3. "Restroom Trailers No Sewer Connection" of paragraph BB, Pricing Schedule.

I. SHORT TERM PORTABLE TOILET RENTAL.

1. Short term portable toilet rental will not exceed seven (7) consecutive calendar days.

2. City may require periodic temporary placement of portable toilets, and other site rentals, for special events.

3. These special events may be held in designated locations or parks; Contractor shall accommodate these requests.

4. Temporary portable toilets requested by City for special events shall be billed at the rates on Table 1, Section 1, and Table 2, Section 1 of paragraph BB, Pricing Schedule for Short Term Rentals.

5. All rental charges shall include delivery, set-up, and pick-up for each portable toilet unit category.

J. LONG TERM PORTABLE TOILET RENTAL.

1. Long term rental of portable toilets and/or other site rentals under this Contract shall be billed on a monthly billing cycle and may be cancelled by the City with 24-hour notice to Contractor.

2. The charges for long term toilets that are cancelled during the course of a billing cycle shall be billed per unit cost and the number of times the portable toilet/showers or other site rental was serviced.

3. Charges for additional services for long term rentals shall be according to the Service Price as listed in paragraph BB, Table 1, Section 3, Table 2, Section 3, and Table 2 Section 4 of the Pricing Schedule.

K. SERVICES.

1. Service visits shall include, but are not limited to, maintenance such as waste disposal, remove litter, clean and disinfect interior surfaces, provide and replenish toilet paper, seat covers, liquid soap and paper towels when included and needed, remove graffiti from interior and exterior of portable toilets and other site rentals, and perform repairs as needed to make the equipment usable and maintain user privacy. City shall restock toiletry supplies in portable restroom trailers with sewer connection, unless other arrangements are made by Technical Representative. Frequency of waste removal shall be quoted by the contractor for each rental requiring waste disposal

2. Service visits to portable restroom trailers with no sewer connection shall include the services listed in K.1. above (when applicable) and be billed at the rates listed in Table 2, Section 3 of paragraph BB, Pricing Schedule. City shall replenish all supplies in portable restroom trailers with sewer connection. Portable restroom trailers with sewer

connection shall not be serviced by Contractor, unless requested and arranged by Technical Representative.

3. All portable toilets, and other site rentals, that cannot be repaired to usable condition on-site must be replaced within 48 hours from discovery of issue and reported to Technical Representative.

4. Contractor is responsible for proper and lawful disposal of all waste removed from all portable toilets and other site rentals.

5. The price for services shall include all fees to provide service maintenance/repairs, round trip transportation charges (mileage, fuel & fuel surcharges, etc.) delivery/set-up fees, removal and pick-up. The fees for portable toilets shall also include loss limit insurance.

L. PLACEMENT OF PORTABLE TOILETS.

1. City and Contractor will coordinate the placement of portable toilets and other site rentals to accommodate the intended users and to allow access for service by Contractor at all times.

2. At the City's direction, Contractor shall secure portable toilets/showers and other site rentals on soil or mulch with stakes or other attachment methods to prevent the unit from being tipped.

3. No portable toilets and/or other site rentals sited on turf shall be staked.

M. REMOVAL OF TOILETS.

1. Contractor shall remove portable toilets and/or other site rentals rented by the City for special events within forty-eight (48) hours after the event closes. No unit rental charges shall be accepted after notice, unless other arrangements are made and approved by Technical Representative.

2. Long term portable toilets and/or other site rentals shall be removed by the end of the third business day following notice of written cancellation by City.

N. PADLOCKS.

1. Access gates leading to portable toilets and/or other site rentals location will be padlocked at City's discretion. Contractor shall coordinate with Technical Representative accordingly.

2. Contractor is not authorized to duplicate City keys and shall request replacement or additional keys from the City.

3. City will provide Contractor with a minimum of two (2) keys for each padlocked location.

O. DELIVERY AND SETUP CHARGES. All site rentals initial delivery/set up/hook-up/installation and removal fees shall be all inclusive in the unit rental price, unless a request by Technical Representative to move the same site rental unit/trailer at a separate time and location is made after initial delivery and set up.

Under such circumstance, delivery and set up fees pursuant to Table 2, Section 4 of paragraph BB, Pricing Schedule: "Moving Fees" may be applicable. No overtime rate shall be paid, unless prior approval in writing by City.

P. LOSS LIMIT INSURANCE.

The fee per service listed in paragraph BB, Pricing Schedule, shall include Loss Limit Insurance with a maximum \$100 deductible. If Contractor sustains the total loss of a

portable toilet rented to City due to negligence or intentional acts of vandalism, the City's liability for replacement of said portable toilet is limited to a maximum of \$100 per individual occurrence. Contractor is responsible for repair of damage or vandalism that does not exceed the portable toilet/shower replacement value (at no additional cost to the City).

Q. EMERGENCY ORDER REQUESTS.

1. Contractor shall accept emergency service requests under the following circumstances:

1.1 Contractor fails to adequately service portable toilet(s) during regular scheduled service leaving the toilet unusable. This service will be provided at no additional cost to the City.

1.2 For reasons beyond the control of Contractor or City, portable toilet(s) that requires unexpected, not regularly scheduled (i.e. emergency) service to be completed within a four-hour time frame. Emergency service is identical to Services as defined in Exhibit B, paragraph K, and is separate from the regularly scheduled service.

2. Contractor shall bill for emergency service at the rate listed in paragraph BB, Pricing Schedule. This fee is per call and service is required on the same day it's requested, unless different arrangements are made with City.

3. Contractor shall obtain written consent from Technical Representative prior to providing emergency service requests.

4. All emergency deliveries shall be coordinated with each respective ordering Department.

5. The Intent of this Contract is for daily operations; however, in an Emergency Event or Declared Disaster by City, Contractor shall service City during such an emergency under the same terms and conditions that apply during regular standard nonemergency/disaster conditions. This Contract may be subject to unusual usage. Emergency Events or Declared Disasters may be rare occurrences.

R. OTHER SITE RENTALS.

1. This Contract allows for other site rentals and services based on requests from Departments according to their needs and specifications. Usage is not guaranteed. Quotes by Contractor for these requests shall be based on Contractor's price list, less % discount listed. Quotes shall be inclusive of all fees, if not listed under Table 2, Section 5, paragraph BB, Pricing Schedule. All quotes must be approved in writing by Technical Representative. A copy of the quote may be required at time of invoice. Invoice shall show percentage (%) discount on the invoice description.

2. Quotes for other site rentals and services shall be reviewed and approved in writing by respective Technical Representative.

S. CONTRACT AWARD AND TRANSITION.

1. Contractor shall cooperate with City at the expiration or early termination of this Contract to accomplish a smooth phase-out and transition of responsibility to any subsequent contractor that will perform similar services to those described within this Contract, if applicable.

2. Current Contractor shall keep all units at existing locations until contacted by Technical Representative to coordinate the removal of rental units and their replacements under the new Contract. Current Contractor, newly awarded Contractor, and Technical Representative shall work together to ensure a smooth transition that minimizes disruption of City operations and ensures uninterrupted services.

3. All schedules and/or appointments shall be coordinated with Technical Representative. Current Contractor may be required to provide a current list of all rentals under this Contract to Technical Representative.

4. Current Contractor shall remove portable toilets in a manner that keeps damage to City property to a minimum. Contractor shall repair any damaged areas of City property (if any), pursuant to all applicable local, state and federal codes and regulations, and to the satisfaction and approval of City. Any damage to City property shall be reported immediately to Technical Representative.

5. Newly awarded Contractor shall work and coordinate with each Technical Representative to minimize interruption of services during the removal of previous Contractor's rental equipment and the set-up of new equipment and services.

6. Current Contractor shall complete the removal of their rental equipment by no later than the last day of their contract term. Newly awarded Contractor shall start set-up of rental equipment at the start of their Contract term. This transition period shall not exceed 60 calendar days for current Contractor and newly awarded Contractor.

7. Current Contractor shall submit its final and last invoice for current Contract prior to the expiration date of their Contract. No exceptions.

8. Initial invoice for newly awarded Contractor shall start on Contract effective date. No exceptions.

T. CITY RESPONSIBILITY. City will provide a minimum of 24-hours advanced notice when ordering portable toilet rentals and other site rentals and services for delivery. Any rentals/services ordered after 12:00 p.m. (Noon) shall be delivered by the next business day, unless Technical Representative specifies a later day.

U. HAZARDOUS WASTES DISPOSAL PROCEDURE. If Contractor and/or Contractor's subordinate staff find illegally dumped debris in any area where they are performing work pursuant to this Contract that might reasonably be considered hazardous to the health and/or safety of Contractor's staff, the public, the landscape environment and/or adjacent properties, Contractor shall adhere to the following procedures:

1. Cordon off the area where the material has been found, to the extent possible.
2. Immediately call 911 (Fire Department) and provide all relevant information possible:
 - 2.1 Finder's name and company;
 - 2.2 Specific location of material;
 - 2.3 Try to determine:
 - 2.3.1 Number, size, and types of containers
 - 2.3.2 Description of labels
 - 2.3.3 Spillage to soil, pavement, water
 - 2.3.4 Description: solid, liquid, color
 - 2.3.5 Any danger to public;
3. Inform the appropriate Supervisor and the City Technical Representative or designee as soon as possible;
4. Remain at site until the Fire Department arrives; and
5. Do not move, touch, or sniff any of the material.

V. PAYMENT WITHHELD. City may withhold payment under this Contract, or make deductions, for Contractor's failure to provide required services under this Contract or for unsatisfactory or substandard work not corrected to the satisfaction of the Technical Representative or designee within the time specified. Such deductions shall not prevent the City from proceeding with termination of the contract in accordance with Article IV of **Exhibit C: General Contract Terms and Conditions Applicable to Goods, Services, and Consultant Contracts revised December 18, 2017.**

The City may also withhold payment to such extent as may be necessary to protect the City from loss due to:

1. Claims filed against the City for damage caused by the Contractor's acts or omissions, or reasonable evidence indicating the probable filing of a claim.
2. The City determines, in its sole discretion, that repairs, which may include labor, materials and equipment, are required due to Contractor's negligence .

W. CONTRACT MODIFICATIONS. City reserves the right to change the number of rentals, type of portable toilets or restroom trailers, locations of rentals, and frequency of pump out service activity required. The City reserves the right to add or delete City locations from this contract. Removal of tanks, if provided during the contract or at its conclusion, shall be at no additional cost to the City.

X. ADDITIONAL INSURANCE. Contractor shall not begin any performance under the contract until it has provided the City with evidence of the following insurance coverage, in addition to the coverage required under Article VII, Section 7.2 of the General Contract Terms and Provisions, revised December 18, 2017.

Pollution Liability for a minimum of one million dollars combined single limit (\$1,000,000.00 CSL). Such policy shall show proof of coverage for pollution liability associated with the collection and disposal of hazardous wastes. The City of San Diego must be named as an additional insured on the certificate.

Y. CITY WORK RULES. Employees and agents of the Contractor shall, while on the premises of the City, comply with all City rules and regulations. Contractor shall acquaint itself with conditions at the work site so as not to interfere with City operations. Contractor shall not stop, delay, or interfere with City work schedule without the prior approval of the Technical Representative.

Z. POST AWARD KICK-OFF MEETING.

1. The Contractor shall be required to attend a post award kick-off meeting within ten (10) calendar days after award of Contract to be scheduled by the Technical Representative or designee.

1.1. The Technical Representative or designee shall communicate the date, time, location, and agenda for this meeting to proposer.

AA. PRICES.

1. **Pricing.** Bidder's pricing shall be submitted as a firm-fixed fee (flat rate) for performance of all specifications in this ITB. Bidders must submit their bid for pricing on the following Price Schedule. The Price Schedule shall be completed in full and shall be incorporated herein. Any deviations from the Price Schedule may be considered non-responsive and unacceptable.

2. **Fees.** The items listed in **TABLE 1** of the Pricing Schedule are the most common items ordered and serviced. **These will be the basis of Award.** Items listed in **TABLE 2** will also be awarded in the impending contract, however, will not be the basis of award. All bidders are required to quote prices for all bid items in TABLE 1 and TABLE 2. Failure to meet this requirement may be sufficient reason to declare the bid non-responsive.

In Fiscal Year 2019 (July 1 through June 30), the City of San Diego has issued PO's for rentals and services of like items listed in this ITB for an encumbrance in excess of \$1.3 million.

BB. PRICING SCHEDULE.

TABLE 1

TABLE 1: SECTION 1 – SHORT TERM PORTABLE TOILETS RENTAL AND MISCELLANEOUS RENTAL (not to exceed 7 days)			
Item No.	UOM	Description: Does not Include Service	Unit Rental Price for 1 to 7 Day Period
1.	Per Unit	Standard Portable Toilet	\$
2.	Per Unit	2 Station Sink	\$
3.	Per Unit	ADA Portable Toilet	\$
4.	Each	Containment Tray	\$
5.	Each	Miscellaneous Rental: Hot/Cold 3 Compartment Sink meeting mandatory Health requirements for any event preparing and serving food to the public.	\$

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TABLE 1: SECTION 2 – MONTHLY LONG-TERM PORTABLE TOILETS RENTAL INCLUDING ONE (1) SERVICE PER WEEK			
Item No.	UOM	Description: Includes 1 Service per Week, as applicable	Unit Rental Price
1.	Per Unit	Standard Portable Toilet includes 1 Service per Week	\$ / MO
2.	Per Unit	Standard Portable Toilet with Sink includes 1 Service per Week	\$ / MO
3.	Per Unit	2 Station Sink includes 1 Service per Week	\$ / MO
4.	Per Unit	ADA Portable Toilet includes 1 Service per Week	\$ / MO
5.	Per Unit	250 Gallon Holding Tank includes 1 Service per Week	\$ / MO
6.	Each	Containment Tray	\$ / MO

TABLE 1: SECTION 3 – ADDITIONAL SERVICES FOR LONG TERM RENTAL			
Item No.	UOM	Description: Weekdays. Monday – Friday, 8:00 am to 5:00 pm (PDT). Per Unit, Cost per Visit.	Service Price
1.	Per Visit	Standard Portable Toilet	\$
2.	Per Visit	Standard Portable Toilet with Sink	\$
3.	Per Visit	2 Sink Station	\$
4.	Per Visit	ADA Portable Toilet	\$
5.	Per Visit	250 Gallon Holding Tank	\$

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TABLE 2

TABLE 2: SECTION 1 – SHORT TERM PORTABLE TOILETS RENTAL AND MISCELLANEOUS RENTAL (not to exceed 7 days)			
Item No.	UOM	Description: Does not Include Service	Unit Rental Price for a 1 to 7 Day Period
Table 1	Per Unit	Place Holder Table 1 - Standard Portable Toilet	
1.	Per Unit	Standard Portable Toilet with Sink	\$
2.	Per Unit	Portable Toilet, Flush Unit	\$
Table 1	Per Unit	Place Holder Table 1 - 2 Station Sink	
Table 1	Per Unit	Place Holder Table 1 - ADA Portable Toilet	
Table 1	Each	Place Holder Table 1 - Containment Tray	
Table 1	Each	Miscellaneous Rental: Hot/Cold 3 Compartment Sink meeting mandatory Health requirements for any event preparing and serving food to the public.	
3.	Per Trailer	Restroom Trailers 2-Private Rooms	\$
4.	Per Trailer	Restroom Trailers 4-Private Rooms	\$
5.	Per Trailer	Restroom Trailers 6-Private Rooms	\$
6.	Per Trailer	Restroom Trailers 8-Private Rooms	\$

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TABLE 2: SECTION 2 – MONTHLY LONG-TERM PORTABLE TOILETS RENTAL INCLUDING ONE (1) SERVICE PER WEEK			
Item No.	UOM	Description: Includes 1 Service per Week, as applicable	Unit Rental Price
Table 1	Per Unit	Place Holder Table 1 - Standard Portable Toilet	
Table 1	Per Unit	Place Holder Table 1 - Standard Portable Toilet with Sink	
1.	Per Unit	Portable Toilet, Flush Unit Includes 1 Service per Week	\$ / MO
Table 1	Per Unit	Place Holder Table 1 - 2 Station Sink	
Table 1	Per Unit	Place Holder Table 1 - ADA Portable Toilet	
Table 1	Per Unit	Place Holder Table 1 - 250 Gallon Holding Tank	
Table 1	Per Unit	Place Holder Table 1 - Containment Tray	
2.	Per Trailer	Restroom Trailers 2-Private Rooms Includes 1 Service per Week	\$ / MO
3.	Per Trailer	Restroom Trailers 4-Private Rooms Includes 1 Service per Week	\$ / MO
4.	Per Trailer	Restroom Trailers 6-Private Rooms Includes 1 Service per Week	\$ / MO
5.	Per Trailer	Restroom Trailers 8-Private Rooms Includes 1 Service per Week	\$ / MO

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TABLE 2: SECTION 3 –ADDITIONAL SERVICES FOR LONG TERM RENTAL			
Item No.	UOM	Description: Weekdays. Monday – Friday, 8:00 am to 5:00 pm (PDT). Per Unit, Cost per Visit.	Service Price
Table 1	Per Visit	Place Holder Table 1 - Standard Portable Toilet	
Table 1	Per Visit	Place Holder Table 1 - Standard Portable Toilet with Sink	
1.	Per Visit	Portable Toilet, Flush Unit	\$
2.	Per Visit	Restroom Trailer (Sewer Connected). If requested by City.	\$
Table 1	Per Visit	Place Holder Table 1 - 2 Station Sink	
Table 1	Per Visit	Place Holder Table 1 - ADA Portable Toilet	
3.	Per Visit	Restroom Trailers No Sewer Connection. 2-Private Rooms	\$
4.	Per Visit	Restroom Trailers No Sewer Connection. 4-Private Rooms	
5.	Per Visit	Restroom Trailers No Sewer Connection. 6-Private Rooms	
6.	Per Visit	Restroom Trailers No Sewer Connection. 8-Private Rooms	
Table 1	Per Visit	Place Holder Table 1 - 250 Gallon Holding Tank	
7.	Per Visit	150 Gallon Holding Tank	

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TABLE 2: SECTION 4 – ADDITIONAL SERVICE AND FEES			
Item No.	UOM	Description	Price Per Visit
1.	Per Trailer	Additional Services Weekdays for Portable Restroom Trailers. Monday – Friday, 8:00 am to 5:00 pm (PDT). Per Trailer , Cost per Visit.	\$
2..	Per Unit	Additional Services on Weekends, Holidays, and After Hours for Portable Toilets. Per Unit, Cost per Visit.	\$
3..	Per Trailer	Additional Services on Weekends, Holidays, and After Hours for Portable Restroom Trailers. Per Trailer , Cost per Visit.	\$
4..	Per Unit	Emergency Call Fees (same day) and Service Visit for Portable Toilets. Monday – Friday, 8:00 am to 5:00 pm (PDT). 4 Hour Response Time. Per Unit, Cost per Visit.	\$
5..	Per Trailer	Emergency Call Fees (same day) and Service Visit for Portable Restroom Trailers. Monday – Friday, 8:00 am to 5:00 pm (PDT). 4 Hour Response Time. Per Trailer , Cost per Visit.	\$
6..	Per Unit	Emergency Call Fees (same day) and Service Visit for Portable Toilets on Weekends, Holidays, and After Hours. 4 Hour Response Time. Per Unit, Cost per Visit.	\$
7..	Per Trailer	Emergency Call Fees (same day) and Service Visit for Portable Restroom Trailers on Weekends, Holidays, and After Hours. 4 Hour Response Time. Per Trailer , Cost per Visit.	\$
8.	Per Call	Weekends, Holidays & Afterhours Delivery or Pick Up charge (Unlimited number of toilets, Not trailers). 4 Hour Response Time. Per Call/Not Unit. Cost per visit.	\$
9..	Per Call	Weekends, Holidays & Afterhours Delivery or Pick Up charge Restroom Trailer. 4 Hour Response Time Per Call, Cost per visit.	\$
10.	Per Call	Emergency Delivery or Pick Up Cost (Unlimited number of Portable Toilets) Per Call.	\$

TABLE 2: SECTION 4 – ADDITIONAL SERVICE AND FEES			
Item No.	UOM	Description	Price Per Visit
11.	Per Call	Emergency Delivery or Pick Up Cost for Restroom Trailer. Per Call.	\$
12.	Per Unit	Staking Portable Toilets to the ground. (Perform as needed) Per Unit. Cost per Visit.	\$
13.	Per Unit	Chaining Portable Toilet to a tree post. Perform as needed/requested.	\$
14.	Per Call	Moving Fees – Standard Portable Toilets. Per Call. Cost per Visit.	\$
15.	Per Call	Moving Fees – Standard Portable Toilets with Sink. Per Call. Cost per Visit.	\$
16.	Per Call	Moving Fees – Portable Toilet, Flush Unit. Per Call. Cost per Visit.	\$
17.	Per Call	Moving Fees – 250 Gallon Holding Tank. Per Call. Cost per Visit.	\$
18.	Per Call	Moving Fees – ADA Portable Toilet. Per Call. Cost per Visit.	\$
19.	Per Call	Moving Fees – Restroom Trailers. Per Call. Per Trailer.	\$
20.	Per Install	Hook Up Fees (Optional 250 Gallon Holding Tank). Per Install. Cost per Visit.	\$
21.	Per Install	Hook Up Fee (Restroom Trailer, all inclusive). Cost per Visit.	\$
22.	Per Unit	Hand Sanitizer (For Short Term Rentals). Per Unit. Cost per Visit.	\$
23.	Per Unit	Hand Sanitizer (For Long Term Rentals). Per Unit. Cost per Visit.	\$

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TABLE 2: SECTION 5 – OTHER DISCOUNTS				
Item No.	UOM	Description	Minimum % Discount	Comments (if applicable)
1.	As Applicable	*Other Site Rentals and Services may be quoted under this Contract at Price List, Less % Discount. Please enter discount as a percentage (%). (Example: 20% Discount should be listed as “20”)	%	

*The percentage (%) discount listed shall be the minimum discount offered by Contractor. When quoting, Contractor may offer higher discounts when applicable. All percentage (%) discounts offered under this Contract shall be clearly written on quotes and invoices. If Contractor does not offer any discount under Section 5 at time of bid, Section 5-Other Discounts for site rentals and services may not be offered under the impending awarded Contract.

Exhibit C



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

ARTICLE I
SCOPE AND TERM OF CONTRACT

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

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

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

ARTICLE II
CONTRACT ADMINISTRATOR

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

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

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

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

ARTICLE III COMPENSATION

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

3.2 Invoices.

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

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 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%, whichever is less, during the preceding one year term. 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). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

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

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

otherwise); and (2) complete any and all additional work necessary for the orderly filing of documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

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

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

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

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

4.5 Contractor's Right to Payment Following Contract Termination.

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

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

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

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

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

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

proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

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

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

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

ARTICLE VII INDEMNIFICATION AND INSURANCE

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

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

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

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

ARTICLE VIII BONDS

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

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

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

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

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or

material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

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

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

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

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

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

9.1.3 Non-Discrimination Requirements.

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

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of

subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

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

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

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

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

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

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

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

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

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 concerning product endorsement which requires that any advertisement referring to City as a user of a good or service will require the prior written approval of the Mayor.

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 Equal Pay Ordinance throughout the duration of the Contract.

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. Contractor shall require subcontractors performing work for contractor under their contract with the City to certify compliance with the Equal Pay Ordinance in their written subcontracts.

9.1.11.2 Notice Requirement. Contractor must post a notice informing its employees of their rights under the Equal Pay Ordinance in their workplace or job site.

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

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

A. 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 be 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.

EXHIBIT B



United Site Services of California, Inc.

2500 Sweetwater Springs Blvd.

Spring Valley, CA 91978

Andrea.Benitez@unitedsiteservices.com

760-832-5201

City of San Diego – ITB 10089551-19-L

To whom it may concern,

This bid is submitted contingent upon the acceptance of the following exceptions to the City of San Diego Bid Documents for any resulting contract.

Exhibit B – Scope of Work, OCA Document No. 1277089

Page 7 of 18, Section P.

Insert the following at the end of the section:

“The above provision is limited only to the plastic portable restroom units. Trailers are subject to material and labor charges for any damage repairs required.”

Exhibit C – The City of San Diego General Contract Terms and Provisions Applicable to Goods, Services, and Consultant Contracts, OCA Document No. 845794_6

Page 11 of 21, Section 7.1

This section shall be replaced in its entirety with the following:

“Contractor agrees to defend, indemnify, protect, and hold harmless the City, its elected officials, officers, employees, and agents, from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Contractor’s officers, employees, volunteers, or agents, which arise from, or are in any manner directly or indirectly connected with, or are caused or claimed to be caused by the acts or omissions of Contractor, its agents, officers, employees, or volunteers, including damages arising out of release of hazardous material, and agrees to be responsible for all expenses of investigating and defending against same; provided, that contractor’s duty to indemnify and hold harmless shall not include any established liability arising from the active negligence, sole negligence or willful misconduct of City, its agents, elected officers, or employees. City may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification.”

(Referenced from Cooperative Procurement Agreement Between the City of San Diego and United Site Services of California, Inc. dated September 8, 2014.)

Sincerely,

Scott Jamroz

Chief Financial Officer

United Site Services of California, Inc.

**CITY OF SAN DIEGO
INVITATION TO BID (ITB) FOR
RENTAL OF PORTABLE TOILETS AND OTHER SITE RENTALS, AND SERVICES**



Solicitation Number: 10089551-19-L

Closing Date and Time (“Closing Date”): 3:00 p.m. PT, July 11, 2019

City Contact:

Lisa Hoffmann, CPPB
Senior Procurement Contracting Officer
Purchasing & Contracting Department
1200 Third Avenue, Suite 200
San Diego, California 92101
LHoffmann@sandiego.gov

Submissions:

Respondent is required to provide one (1) original*, one (1) copy, and one (1) electronic copy (e.g. thumb drive, or CD) of their response as described herein.

**Completed and wet signed ITB Contract Signature Pages are required with each original submittal. If addenda are issued, the most recent completed and wet signed ITB Addendum Contract Signature Pages are required.*

Emailed submissions will not be accepted.

**EXHIBIT B
SCOPE OF WORK**

A. SERVICE AREA. Service area shall include all areas within the San Diego City limits and outlying City owned lakes. Service must be available seven (7) days a week, if required.

Each City Department may have different hours of operations, but all non-urgent deliveries shall be done within regular business hours. All emergency/urgent deliveries shall be coordinated with each respective ordering Department. Contractor is required to provide as needed **Rental of Portable Toilets, Other Site Rentals, and Services** upon request by any City Department.

B. RESERVE UNITS. Contractor must have a reasonable number of portable toilets in reserve. Approximate number of portable toilets in reserve at any given time: _____ units.

C. TECHNICAL REPRESENTATIVE. The Technical Representative(s) for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract. Each City department will have its own Technical Representative, who shall be the Contractor's contact person for work performed pursuant to this contract for that department. All references to "Technical Representative" in this Contract shall include all authorized designees of the Technical Representative.

The Purchasing Agent shall be responsible for all contractual matters and is the only individual authorized to make changes of any kind to the Contract. Contractor shall not rely upon any oral change from anyone, or a written request for change from someone other than the Purchasing Agent. All changes must be in writing, signed by the Purchasing Agent.

D. CONTRACTOR RESPONSIBILITIES/REQUIREMENTS.

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

2. 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.

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

4. Removal of Employee. 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. Communication Skills. Contractor shall ensure that onsite employees can communicate in English both verbally and in writing.

6. Local Office. The Contractor shall maintain a local office with a competent company representative who can be reached during normal working hours, 8:00 a.m. to 5:00 p.m. and who is authorized to discuss matters pertaining to this contract with the Technical Representative. A local office is one that can be reached by telephone within the 619, 858, and 760 area codes. An answering service or mobile telephone may fulfill the requirement for a local office, provided that all calls from the City are returned within a one (1) hour time period.

7. Damages. Contractor shall immediately report any damage, defects, leaks, power outages, or any other problems or irregularities to the Technical Representative. 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 Technical Representative. Contractor shall be solely responsible for the proper disposal of all waste water collected.

8. Emergency Calls. Contractor shall have the ability to receive and respond immediately to emergency calls 24-hours a day. Emergency calls received by the Technical Representative shall be referred to the Contractor for immediate disposition. The response time is not to exceed two (2) hours.

9. Safety Requirements. All work performed under this contract shall be conducted 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. All work will be performed in a safe manner and shall comply with all safety provisions and regulations. Contractor shall abide by all CAL/OSHA requirements, including the labeling of containers. Contractors who have ten (10) or more employees shall have an injury/illness program as required by OSHA. The Technical Representative reserves the right to issue restraint or cease and desist orders to Contractor when unsafe or harmful acts relative to the performance of work under this contract are observed or reported.

10. Water Quality – Best Management Practices. City and Contractors are committed to the implementation of controls (best management practices, or BMPs) to manage activities on the Premises in a manner which aids in the protection of City's precious water resources. It is Contractor's responsibility to identify and implement an effective combination of BMPs so as not to cause pollutant discharges to the storm drain system in violation of San Diego Storm Water Management and Discharge Control Ordinance (San Diego Municipal Code sections 43.0301 to 43.0312) while performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of the City of San Diego regardless of location.

Therefore, Contractor will, at a minimum, implement and comply, as applicable, with the Minimum Industrial and Commercial BMPs adopted under the San Diego Municipal Code section 43.0307(a).

It is ultimately Contractor's responsibility to prevent pollutant discharges to the storm drain system. Therefore, Contractor will identify and implement any additional BMPs that may be required to avoid the discharge of Contractor's pollutants to the storm drain system.

11. Environmental Management System Awareness Program. Operations and Maintenance Divisions of the City of San Diego's Metropolitan Wastewater department has undertaken voluntary certification in Environmental Management Systems and are committed to Regulatory Compliance, Pollution Prevention, Continual Improvement, and upholding the National Biosolids Partnership's Code of Good Practice. The Contractor shall be aware of the environment while working at the site under contract which means keeping the site clean, recycling when possible, and reporting any environmental issues. Please contact the Technical Representative to report any environmental issues or to obtain additional information regarding this policy.

12. Uniforms. Contractor will furnish their employees with a shirt, or some other type of upper body wear, bearing the company's identification. Appropriate work clothes

shall be worn by Contractor's employees at all times, including personnel who are being trained. Failure to do so may result in termination of contract.

13. Disposal Cost. Contractor shall be responsible for the expense related to the proper and legal disposal of all water, refuse, and debris generated or related to this work. Contractor shall dispose of all water, refuse, and debris at an approved disposal site.

14. Permits. The Contractor shall be authorized by the Director of Health Services of the County of San Diego to service portable toilets and holding tanks.

14.1 Submittal. Contractor shall submit a copy of its County of San Diego Health Services permit with the bid.

15. Contractor shall work with Technical Representative to determine access points, staging areas, and requirements to maintain compliance with all Environmental regulations.

16. 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.

17. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract and California State Health and Safety Codes. 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.

18. All portable toilets/showers and other site rentals provided under this Contract shall be in compliance with all applicable City, County, State and Federal Laws.

19. Dedicated Account Manager. Contractor shall provide a dedicated account manager/sales representative and/or inside customer service representative knowledgeable of the Contract products to efficiently answer all City questions/inquiries. Contractor account manager/sales representative shall be available during regular business hours to assist City with placement of orders, follow-ups and any other areas requiring assistance within the realm of their responsibility. Customer Service Representative shall respond to non-emergency calls, fax messages, or emails within one (1) working day. All actions required to resolve non-emergency issues or deficiencies must be completed by the next business day unless otherwise directed by Technical Representative. Failure to take appropriate corrective action within the time frame specified may result in deductions and/or termination of contract.

20. Contractor shall own or have available a fleet of vehicles adequate to dispatch, carry and handle City deliveries as stated in Exhibit B-Scope of Work and these shall meet or exceed all Federal, State, County and City Department of Transportation (DOT) regulations. Contractor's vehicles must display a visible Company Logo at all times that easily identifies their vehicles as part of their fleet. Awarded Contractor shall be fully responsible to meet all City requirements, including insurance requirements.

21. Contractor vehicles must be equipped with a radio dispatch system or mobile telephone access, in addition to required equipment/machinery as needed to provide the services described in Exhibit B-Scope of Work.

22. Contractor shall not require a minimum quantity and/or cost per order, unless other arrangements are made and approved by Technical Representative. No other minimum delivery requirements shall apply.

23. Contractor shall provide rental and services (as defined below) for all portable toilets and other site rentals located at various Facilities throughout the City of San Diego.

24. Contractor shall provide and maintain a written service log affixed to the inside of the portable toilets and other site rentals that lists the date of each service visit, unless other arrangements are made with the Technical Representative.

25. Contractor shall make delivery arrangements directly with the requesting Department at the time of order for the location specified on the order. Deliveries are expected to be made in full, unless other arrangements are made and mutually agreed upon.

26. Contractor shall submit bills for goods and services in accordance with the rates listed in paragraph BB, Pricing Schedule. If Contractor requests changes or additional fees to the rates listed in paragraph BB, Contractor must obtain advanced written approval from the Technical Representative. City will not pay any amount in excess of project estimate without advance written approval from City.

E. ORDERS AND ORDERING METHOD.

1. Contractor shall provide a written quote for short- or long-term rentals based on paragraph BB, Pricing Schedule to the City Personnel requesting the order. Written approval of a quote by an authorized City Personnel is required.

2. Contractor shall have the capability to accept orders through the following methods:

2.1 Electronic(email/internet)

2.2 Telephone, with follow up email

3. Contractor shall not require minimum quantity and/or cost per order. No other minimum delivery requirements shall apply. Orders shall be placed at the convenience of each Department.

4. If an order is placed by 12:00 p.m. (noon), Contractor shall deliver the order by the next business day, unless other arrangements are made between City and Contractor.

F. HOURS OF OPERATIONS.

1. At Contractor's expense, Contractor shall maintain a telephone answering system, which (at minimum) provides eight (8) hours per day, five (5) days per week live coverage from the hours of 8:00 a.m. to 5:00 p.m. (PDT). Contractor shall provide an e-mail address to place all orders, as well as a contact name and phone number for 24-hour access.

*Account Representative Name:	Andrea Benitez
Telephone Number:	760-832-5201
Cell Phone Number:	760-832-5201
Email Address:	andrea.benitez@unitedsiteservices.com
AFTER-HOURS CONTACT	
*After Hours Contact Name:	Andrea Benitez
After Hours Telephone Number:	760-832-5201
After Hours Email Address:	andrea.benitez@unitedsiteservices.com

*Any changes to Contractor's Account Representative's name or contact information shall be provided in writing to Technical Representative and Procurement Contracting Officer listed on the ITB Cover Page.

2. Contractor shall accommodate City with flexible schedules to meet each Department requirements due to facility structure and/or hours of operations. City and Contractor shall coordinate and agree upon the day(s) of the week and time of day for rental deliveries and service visits.

G. CITY OBSERVED HOLIDAYS. There are ten (10) City observed holidays.

1. New Year's Day
2. Martin Luther King, Jr. Day
3. Presidents' Day
4. Cesar Chavez Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veterans' Day
9. Thanksgiving Day
10. Christmas Day

H. PORTABLE TOILET RENTAL DESCRIPTIONS.

1. Portable toilets shall meet the American National Standard minimum requirements for non-sewered waste-disposal systems and all requirements set forth by the San Diego County Health Department.

2. ADA portable toilets shall be compliant with all Americans Disabilities Act (ADA) Regulations, including California Code, Title 24.

3. All Portable toilets installed at rental site locations shall be free from all defects which would present a danger to the health and safety of the public and be in good aesthetic appearance.

4. Any portable toilet that becomes a health or safety danger to the public or is in poor aesthetic appearance shall be replaced within twenty-four (24) hours.

5. Dimensions of the portable rentals listed in paragraph BB, Pricing Schedule must meet the following requirements:

5.1 Standard Portable Toilet (Approx.): Height 88", Width 44", Depth 48"

5.2 ADA Compliant Portable Toilet (Approx.): Height 90", Width 67";
Depth 86.5" or Height 91", Width 77", Depth x 77

5.3 Portable Restroom Trailers: Various 2, 4, 6, or 8 Private rooms

5.4 Portable Toilets and Restroom Trailers colors and sizes may vary.

6. Portable toilets shall be enclosed with a door that can be locked from the inside, be properly ventilated, and include a urinal and commode, dispensers for toilet paper, disposable paper seat covers and deodorizer.

7. Portable toilets shall be furnished with installed padlock hasps at no additional cost whenever requested by the Technical Representative.

8. Portable toilets with sinks shall include liquid soap and paper towels with their dispensers and shall be replenished (as needed) every time the portable toilet is serviced.

9. All free standing 2-Station Sinks placed outside portable toilet units shall include liquid soap and paper towels with dispensers.

10. Portable Restroom Trailers may have either 2, 4, 6 or 8 private rooms and each one shall have a door that can be locked from the inside, be properly lit and ventilated, and may or may not include a sink(s). Men's portable restroom trailers shall include 2 to 6 urinals. Portable Restroom trailers connected to sewer do not require waste water pumping service, unless requested by the Technical Representative and shall be billed at the rates on Table 2, Section 3. "Restroom Trailers No Sewer Connection" of paragraph BB, Pricing Schedule.

I. SHORT TERM PORTABLE TOILET RENTAL.

1. Short term portable toilet rental will not exceed seven (7) consecutive calendar days.

2. City may require periodic temporary placement of portable toilets, and other site rentals, for special events.

3. These special events may be held in designated locations or parks; Contractor shall accommodate these requests.

4. Temporary portable toilets requested by City for special events shall be billed at the rates on Table 1, Section 1, and Table 2, Section 1 of paragraph BB, Pricing Schedule for Short Term Rentals.

5. All rental charges shall include delivery, set-up, and pick-up for each portable toilet unit category.

J. LONG TERM PORTABLE TOILET RENTAL.

1. Long term rental of portable toilets and/or other site rentals under this Contract shall be billed on a monthly billing cycle and may be cancelled by the City with 24-hour notice to Contractor.

2. The charges for long term toilets that are cancelled during the course of a billing cycle shall be billed per unit cost and the number of times the portable toilet/showers or other site rental was serviced.

3. Charges for additional services for long term rentals shall be according to the Service Price as listed in paragraph BB, Table 1, Section 3, Table 2, Section 3, and Table 2 Section 4 of the Pricing Schedule.

K. SERVICES.

1. Service visits shall include, but are not limited to, maintenance such as waste disposal, remove litter, clean and disinfect interior surfaces, provide and replenish toilet paper, seat covers, liquid soap and paper towels when included and needed, remove graffiti from interior and exterior of portable toilets and other site rentals, and perform repairs as needed to make the equipment usable and maintain user privacy. City shall restock toiletry supplies in portable restroom trailers with sewer connection, unless other arrangements are made by Technical Representative. Frequency of waste removal shall be quoted by the contractor for each rental requiring waste disposal

2. Service visits to portable restroom trailers with no sewer connection shall include the services listed in K.1. above (when applicable) and be billed at the rates listed in Table 2, Section 3 of paragraph BB, Pricing Schedule. City shall replenish all supplies in portable restroom trailers with sewer connection. Portable restroom trailers with sewer

connection shall not be serviced by Contractor, unless requested and arranged by Technical Representative.

3. All portable toilets, and other site rentals, that cannot be repaired to usable condition on-site must be replaced within 48 hours from discovery of issue and reported to Technical Representative.

4. Contractor is responsible for proper and lawful disposal of all waste removed from all portable toilets and other site rentals.

5. The price for services shall include all fees to provide service maintenance/repairs, round trip transportation charges (mileage, fuel & fuel surcharges, etc.) delivery/set-up fees, removal and pick-up. The fees for portable toilets shall also include loss limit insurance.

L. PLACEMENT OF PORTALBE TOILETS.

1. City and Contractor will coordinate the placement of portable toilets and other site rentals to accommodate the intended users and to allow access for service by Contractor at all times.

2. At the City's direction, Contractor shall secure portable toilets/showers and other site rentals on soil or mulch with stakes or other attachment methods to prevent the unit from being tipped.

3. No portable toilets and/or other site rentals sited on turf shall be staked.

M. REMOVAL OF TOILETS.

1. Contractor shall remove portable toilets and/or other site rentals rented by the City for special events within forty-eight (48) hours after the event closes. No unit rental charges shall be accepted after notice, unless other arrangements are made and approved by Technical Representative.

2. Long term portable toilets and/or other site rentals shall be removed by the end of the third business day following notice of written cancellation by City.

N. PADLOCKS.

1. Access gates leading to portable toilets and/or other site rentals location will be padlocked at City's discretion. Contractor shall coordinate with Technical Representative accordingly.

2. Contractor is not authorized to duplicate City keys and shall request replacement or additional keys from the City.

3. City will provide Contractor with a minimum of two (2) keys for each padlocked location.

O. DELIVERY AND SETUP CHARGES. All site rentals initial delivery/set up/hook-up/installation and removal fees shall be all inclusive in the unit rental price, unless a request by Technical Representative to move the same site rental unit/trailer at a separate time and location is made after initial delivery and set up.

Under such circumstance, delivery and set up fees pursuant to Table 2, Section 4 of paragraph BB, Pricing Schedule: "Moving Fees" may be applicable. No overtime rate shall be paid, unless prior approval in writing by City.

P. LOSS LIMIT INSURANCE.

The fee per service listed in paragraph BB, Pricing Schedule, shall include Loss Limit Insurance with a maximum \$100 deductible. If Contractor sustains the total loss of a

portable toilet rented to City due to negligence or intentional acts of vandalism, the City's liability for replacement of said portable toilet is limited to a maximum of \$100 per individual occurrence. Contractor is responsible for repair of damage or vandalism that does not exceed the portable toilet/shower replacement value (at no additional cost to the City).

Q. EMERGENCY ORDER REQUESTS.

1. Contractor shall accept emergency service requests under the following circumstances:

1.1 Contractor fails to adequately service portable toilet(s) during regular scheduled service leaving the toilet unusable. This service will be provided at no additional cost to the City.

1.2 For reasons beyond the control of Contractor or City, portable toilet(s) that requires unexpected, not regularly scheduled (i.e. emergency) service to be completed within a four-hour time frame. Emergency service is identical to Services as defined in Exhibit B, paragraph K, and is separate from the regularly scheduled service.

2. Contractor shall bill for emergency service at the rate listed in paragraph BB, Pricing Schedule. This fee is per call and service is required on the same day it's requested, unless different arrangements are made with City.

3. Contractor shall obtain written consent from Technical Representative prior to providing emergency service requests.

4. All emergency deliveries shall be coordinated with each respective ordering Department.

5. The Intent of this Contract is for daily operations; however, in an Emergency Event or Declared Disaster by City, Contractor shall service City during such an emergency under the same terms and conditions that apply during regular standard nonemergency/disaster conditions. This Contract may be subject to unusual usage. Emergency Events or Declared Disasters may be rare occurrences.

R. OTHER SITE RENTALS.

1. This Contract allows for other site rentals and services based on requests from Departments according to their needs and specifications. Usage is not guaranteed. Quotes by Contractor for these requests shall be based on Contractor's price list, less % discount listed. Quotes shall be inclusive of all fees, if not listed under Table 2, Section 5, paragraph BB, Pricing Schedule. All quotes must be approved in writing by Technical Representative. A copy of the quote may be required at time of invoice. Invoice shall show percentage (%) discount on the invoice description.

2. Quotes for other site rentals and services shall be reviewed and approved in writing by respective Technical Representative.

S. CONTRACT AWARD AND TRANSITION.

1. Contractor shall cooperate with City at the expiration or early termination of this Contract to accomplish a smooth phase-out and transition of responsibility to any subsequent contractor that will perform similar services to those described within this Contract, if applicable.

2. Current Contractor shall keep all units at existing locations until contacted by Technical Representative to coordinate the removal of rental units and their replacements under the new Contract. Current Contractor, newly awarded Contractor, and Technical Representative shall work together to ensure a smooth transition that minimizes disruption of City operations and ensures uninterrupted services.

3. All schedules and/or appointments shall be coordinated with Technical Representative. Current Contractor may be required to provide a current list of all rentals under this Contract to Technical Representative.

4. Current Contractor shall remove portable toilets in a manner that keeps damage to City property to a minimum. Contractor shall repair any damaged areas of City property (if any), pursuant to all applicable local, state and federal codes and regulations, and to the satisfaction and approval of City. Any damage to City property shall be reported immediately to Technical Representative.

5. Newly awarded Contractor shall work and coordinate with each Technical Representative to minimize interruption of services during the removal of previous Contractor's rental equipment and the set-up of new equipment and services.

6. Current Contractor shall complete the removal of their rental equipment by no later than the last day of their contract term. Newly awarded Contractor shall start set-up of rental equipment at the start of their Contract term. This transition period shall not exceed 60 calendar days for current Contractor and newly awarded Contractor.

7. Current Contractor shall submit its final and last invoice for current Contract prior to the expiration date of their Contract. No exceptions.

8. Initial invoice for newly awarded Contractor shall start on Contract effective date. No exceptions.

T. CITY RESPONSIBILITY. City will provide a minimum of 24-hours advanced notice when ordering portable toilet rentals and other site rentals and services for delivery. Any rentals/services ordered after 12:00 p.m. (Noon) shall be delivered by the next business day, unless Technical Representative specifies a later day.

U. HAZARDOUS WASTES DISPOSAL PROCEDURE. If Contractor and/or Contractor's subordinate staff find illegally dumped debris in any area where they are performing work pursuant to this Contract that might reasonably be considered hazardous to the health and/or safety of Contractor's staff, the public, the landscape environment and/or adjacent properties, Contractor shall adhere to the following procedures:

1. Cordon off the area where the material has been found, to the extent possible.
2. Immediately call 911 (Fire Department) and provide all relevant information possible:
 - 2.1 Finder's name and company;
 - 2.2 Specific location of material;
 - 2.3 Try to determine:
 - 2.3.1 Number, size, and types of containers
 - 2.3.2 Description of labels
 - 2.3.3 Spillage to soil, pavement, water
 - 2.3.4 Description: solid, liquid, color
 - 2.3.5 Any danger to public;
3. Inform the appropriate Supervisor and the City Technical Representative or designee as soon as possible;
4. Remain at site until the Fire Department arrives; and
5. Do not move, touch, or sniff any of the material.

V. PAYMENT WITHHELD. City may withhold payment under this Contract, or make deductions, for Contractor's failure to provide required services under this Contract or for unsatisfactory or substandard work not corrected to the satisfaction of the Technical Representative or designee within the time specified. Such deductions shall not prevent the City from proceeding with termination of the contract in accordance with Article IV of **Exhibit C: General Contract Terms and Conditions Applicable to Goods, Services, and Consultant Contracts revised December 18, 2017.**

The City may also withhold payment to such extent as may be necessary to protect the City from loss due to:

1. Claims filed against the City for damage caused by the Contractor's acts or omissions, or reasonable evidence indicating the probable filing of a claim.
2. The City determines, in its sole discretion, that repairs, which may include labor, materials and equipment, are required due to Contractor's negligence .

W. CONTRACT MODIFICATIONS. City reserves the right to change the number of rentals, type of portable toilets or restroom trailers, locations of rentals, and frequency of pump out service activity required. The City reserves the right to add or delete City locations from this contract. Removal of tanks, if provided during the contract or at its conclusion, shall be at no additional cost to the City.

X. ADDITIONAL INSURANCE. Contractor shall not begin any performance under the contract until it has provided the City with evidence of the following insurance coverage, in addition to the coverage required under Article VII, Section 7.2 of the General Contract Terms and Provisions, revised December 18, 2017.

Pollution Liability for a minimum of one million dollars combined single limit (\$1,000,000.00 CSL). Such policy shall show proof of coverage for pollution liability associated with the collection and disposal of hazardous wastes. The City of San Diego must be named as an additional insured on the certificate.

Y. CITY WORK RULES. Employees and agents of the Contractor shall, while on the premises of the City, comply with all City rules and regulations. Contractor shall acquaint itself with conditions at the work site so as not to interfere with City operations. Contractor shall not stop, delay, or interfere with City work schedule without the prior approval of the Technical Representative.

Z. POST AWARD KICK-OFF MEETING.

1. The Contractor shall be required to attend a post award kick-off meeting within ten (10) calendar days after award of Contract to be scheduled by the Technical Representative or designee.

1.1. The Technical Representative or designee shall communicate the date, time, location, and agenda for this meeting to proposer.

AA. PRICES.

1. **Pricing.** Bidder's pricing shall be submitted as a firm-fixed fee (flat rate) for performance of all specifications in this ITB. Bidders must submit their bid for pricing on the following Price Schedule. The Price Schedule shall be completed in full and shall be incorporated herein. Any deviations from the Price Schedule may be considered non-responsive and unacceptable.

2. **Fees.** The items listed in **TABLE 1** of the Pricing Schedule are the most common items ordered and serviced. **These will be the basis of Award.** Items listed in **TABLE 2** will also be awarded in the impending contract, however, will not be the basis of award. All bidders are required to quote prices for all bid items in **TABLE 1** and **TABLE 2**. Failure to meet this requirement may be sufficient reason to declare the bid non-responsive.

In Fiscal Year 2019 (July 1 through June 30), the City of San Diego has issued PO's for rentals and services of like items listed in this ITB for an encumbrance in excess of \$1.3 million.

BB. PRICING SCHEDULE.

TABLE 1

TABLE 1: SECTION 1 – SHORT TERM PORTABLE TOILETS RENTAL AND MISCELLANEOUS RENTAL (not to exceed 7 days)			
Item No.	UOM	Description: Does not Include Service	Unit Rental Price for 1 to 7 Day Period
1.	Per Unit	Standard Portable Toilet	\$ 58.00
2.	Per Unit	2 Station Sink	\$ 58.00
3.	Per Unit	ADA Portable Toilet	\$ 88.00
4.	Each	Containment Tray	\$ 9.20
5.	Each	Miscellaneous Rental: Hot/Cold 3 Compartment Sink meeting mandatory Health requirements for any event preparing and serving food to the public.	\$ 300.00

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TABLE 1: SECTION 2 – MONTHLY LONG-TERM PORTABLE TOILETS RENTAL INCLUDING ONE (1) SERVICE PER WEEK			
Item No.	UOM	Description: Includes 1 Service per Week, as applicable	Unit Rental Price
1.	Per Unit	Standard Portable Toilet includes 1 Service per Week	\$ 54.00 / MO
2.	Per Unit	Standard Portable Toilet with Sink includes 1 Service per Week	\$ 58.00 / MO
3.	Per Unit	2 Station Sink includes 1 Service per Week	\$54.00 / MO
4.	Per Unit	ADA Portable Toilet includes 1 Service per Week	\$ 78.00 / MO
5.	Per Unit	250 Gallon Holding Tank includes 1 Service per Week	\$ 160.00 / MO
6.	Each	Containment Tray	\$ 9.20 / MO

TABLE 1: SECTION 3 – ADDITIONAL SERVICES FOR LONG TERM RENTAL			
Item No.	UOM	Description: Weekdays. Monday – Friday, 8:00 am to 5:00 pm (PDT). Per Unit, Cost per Visit.	Service Price
1.	Per Visit	Standard Portable Toilet	\$ 11.00
2.	Per Visit	Standard Portable Toilet with Sink	\$ 12.00
3.	Per Visit	2 Sink Station	\$ 11.00
4.	Per Visit	ADA Portable Toilet	\$15.75
5.	Per Visit	250 Gallon Holding Tank	\$37.50

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TABLE 2

TABLE 2: SECTION 1 – SHORT TERM PORTABLE TOILETS RENTAL AND MISCELLANEOUS RENTAL (not to exceed 7 days)			
Item No.	UOM	Description: Does not Include Service	Unit Rental Price for a 1 to 7 Day Period
Table 1	Per Unit	Place Holder Table 1 – Standard Portable Toilet	
1.	Per Unit	Standard Portable Toilet with Sink	\$ 61.00
2.	Per Unit	Portable Toilet, Flush Unit	\$ 95.00
Table 1	Per Unit	Place Holder Table 1 – 2 Station Sink	
Table 1	Per Unit	Place Holder Table 1 – ADA Portable Toilet	
Table 1	Each	Place Holder Table 1 – Containment Tray	
Table 1	Each	Miscellaneous Rental: Hot/Cold 3 Compartment Sink meeting mandatory Health requirements for any event preparing and serving food to the public.	
3.	Per Trailer	Restroom Trailers 2-Private Rooms	\$ 400.00
4.	Per Trailer	Restroom Trailers 4-Private Rooms	\$ 800.00
5.	Per Trailer	Restroom Trailers 6-Private Rooms	\$ 7,000.00
6.	Per Trailer	Restroom Trailers 8-Private Rooms	\$ 8,000.00

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TABLE 2: SECTION 2 – MONTHLY LONG-TERM PORTABLE TOILETS RENTAL INCLUDING ONE (1) SERVICE PER WEEK			
Item No.	UOM	Description: Includes 1 Service per Week, as applicable	Unit Rental Price
Table 1	Per Unit	Place Holder Table 1 – Standard Portable Toilet	
Table 1	Per Unit	Place Holder Table 1 – Standard Portable Toilet with Sink	
1.	Per Unit	Portable Toilet, Flush Unit Includes 1 Service per Week	\$ 145.00 / MO
Table 1	Per Unit	Place Holder Table 1 – 2 Station Sink	
Table 1	Per Unit	Place Holder Table 1 – ADA Portable Toilet	
Table 1	Per Unit	Place Holder Table 1 – 250 Gallon Holding Tank	
Table 1	Per Unit	Place Holder Table 1 – Containment Tray	
2.	Per Trailer	Restroom Trailers 2-Private Rooms Includes 1 Service per Week	\$ 400.00 / MO
3.	Per Trailer	Restroom Trailers 4-Private Rooms Includes 1 Service per Week	\$ 800.00 / MO
4.	Per Trailer	Restroom Trailers 6-Private Rooms Includes 1 Service per Week	\$ 7,000.00 / MO
5.	Per Trailer	Restroom Trailers 8-Private Rooms Includes 1 Service per Week	\$ 9,500.00 / MO

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TABLE 2: SECTION 3 – ADDITIONAL SERVICES FOR LONG TERM RENTAL			
Item No.	UOM	Description: Weekdays. Monday – Friday, 8:00 am to 5:00 pm (PDT). Per Unit, Cost per Visit.	Service Price
Table 1	Per Visit	Place Holder Table 1 – Standard Portable Toilet	
Table 1	Per Visit	Place Holder Table 1 – Standard Portable Toilet with Sink	
1.	Per Visit	Portable Toilet, Flush Unit	\$ 21.25
2.	Per Visit	Restroom Trailer (Sewer Connected). If requested by City.	\$ 250.00
Table 1	Per Visit	Place Holder Table 1 – 2 Station Sink	
Table 1	Per Visit	Place Holder Table 1 – ADA Portable Toilet	
3.	Per Visit	Restroom Trailers No Sewer Connection. 2-Private Rooms	\$ 250.00
4.	Per Visit	Restroom Trailers No Sewer Connection. 4-Private Rooms	\$250.00
5.	Per Visit	Restroom Trailers No Sewer Connection. 6-Private Rooms	\$250.00
6.	Per Visit	Restroom Trailers No Sewer Connection. 8-Private Rooms	\$250.00
Table 1	Per Visit	Place Holder Table 1 – 250 Gallon Holding Tank	
7.	Per Visit	150 Gallon Holding Tank	\$100.48

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TABLE 2: SECTION 4 – ADDITIONAL SERVICE AND FEES			
Item No.	UOM	Description	Price Per Visit
1.	Per Trailer	Additional Services Weekdays for Portable Restroom Trailers. Monday – Friday, 8:00 am to 5:00 pm (PDT). Per Trailer , Cost per Visit.	\$ 250.00
2..	Per Unit	Additional Services on Weekends, Holidays, and After Hours for Portable Toilets. Per Unit, Cost per Visit.	\$ 15.00
3..	Per Trailer	Additional Services on Weekends, Holidays, and After Hours for Portable Restroom Trailers. Per Trailer , Cost per Visit.	\$ 350.00
4..	Per Unit	Emergency Call Fees (same day) and Service Visit for Portable Toilets. Monday – Friday, 8:00 am to 5:00 pm (PDT). 4 Hour Response Time. Per Unit, Cost per Visit.	\$ 20.00
5..	Per Trailer	Emergency Call Fees (same day) and Service Visit for Portable Restroom Trailers. Monday – Friday, 8:00 am to 5:00 pm (PDT). 4 Hour Response Time. Per Trailer , Cost per Visit.	\$ 295.00
6..	Per Unit	Emergency Call Fees (same day) and Service Visit for Portable Toilets on Weekends, Holidays, and After Hours. 4 Hour Response Time. Per Unit, Cost per Visit.	\$ 75.00
7..	Per Trailer	Emergency Call Fees (same day) and Service Visit for Portable Restroom Trailers on Weekends, Holidays, and After Hours. 4 Hour Response Time. Per Trailer , Cost per Visit.	\$ 350.00
8.	Per Call	Weekends, Holidays & Afterhours Delivery or Pick Up charge (Unlimited number of toilets, Not trailers). 4 Hour Response Time. Per Call/Not Unit. Cost per visit.	\$ 250.00
9..	Per Call	Weekends, Holidays & Afterhours Delivery or Pick Up charge Restroom Trailer. 4 Hour Response Time Per Call, Cost per visit.	\$ 375.00
10.	Per Call	Emergency Delivery or Pick Up Cost (Unlimited number of Portable Toilets) Per Call.	\$ 250.00

TABLE 2: SECTION 4 – ADDITIONAL SERVICE AND FEES			
Item No.	UOM	Description	Price Per Visit
11.	Per Call	Emergency Delivery or Pick Up Cost for Restroom Trailer. Per Call.	\$ 350.00
12.	Per Unit	Staking Portable Toilets to the ground. (Perform as needed) Per Unit. Cost per Visit.	\$ 15.00
13.	Per Unit	Chaining Portable Toilet to a tree post. Perform as needed/requested.	\$ 15.00
14.	Per Call	Moving Fees – Standard Portable Toilets. Per Call. Cost per Visit.	\$15.00
15.	Per Call	Moving Fees – Standard Portable Toilets with Sink. Per Call. Cost per Visit.	\$15.00
16.	Per Call	Moving Fees – Portable Toilet, Flush Unit. Per Call. Cost per Visit.	\$15.00
17.	Per Call	Moving Fees – 250 Gallon Holding Tank. Per Call. Cost per Visit.	\$150.00
18.	Per Call	Moving Fees – ADA Portable Toilet. Per Call. Cost per Visit.	\$15.00
19.	Per Call	Moving Fees – Restroom Trailers. Per Call. Per Trailer.	\$ 250.00
20.	Per Install	Hook Up Fees (Optional 250 Gallon Holding Tank). Per Install. Cost per Visit.	\$ 75.00
21.	Per Install	Hook Up Fee (Restroom Trailer, all inclusive). Cost per Visit.	\$ Included
22.	Per Unit	Hand Sanitizer (For Short Term Rentals). Per Unit. Cost per Visit.	\$ 5.00
23.	Per Unit	Hand Sanitizer (For Long Term Rentals). Per Unit. Cost per Visit.	\$10.00

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TABLE 2: SECTION 5 – OTHER DISCOUNTS				
Item No.	UOM	Description	Minimum % Discount	Comments (if applicable)
1.	As Applicable	*Other Site Rentals and Services may be quoted under this Contract at Price List, Less % Discount. Please enter discount as a percentage (%). (Example: 20% Discount should be listed as “20”)	%	

*The percentage (%) discount listed shall be the minimum discount offered by Contractor. When quoting, Contractor may offer higher discounts when applicable. All percentage (%) discounts offered under this Contract shall be clearly written on quotes and invoices. If Contractor does not offer any discount under Section 5 at time of bid, Section 5-Other Discounts for site rentals and services may not be offered under the impending awarded Contract.

ATTACHMENT A
RENTAL OF PORTABLE TOILETS AND OTHER SITE RENTALS, AND SERVICES

MINIMUM QUALIFICATIONS

The following are the minimum qualifications for an Offeror to be considered as an eligible candidate to submit a Proposal for the requested services described in this ITB. **Bidders shall acknowledge that they meet all the minimum qualifications by checking off the list below:**

1. Offeror(s) must have a minimum of five (5) years of service experience providing goods and services listed in Exhibit B, Scope of Work for other government entities.
2. Offeror(s) must possess all Federal, State and Local permits, licenses and approvals necessary to provide goods/services required in the Scope of Work. Any associated fees shall be the responsibility of the Contractor.
3. Offeror(s) must have a reasonable number of portable toilets in reserve and shall be able to provide rentals and services for all portable toilets and other site rentals and services throughout the entire City of San Diego and outlying City owned lakes.
4. Offeror(s) shall own or have available a fleet of vehicles adequate to dispatch, carry and handle City deliveries as stated in Exhibit B – Scope of Work and these shall meet or exceed all Federal, State, Local Department of Transportation (DOT), and any government regulations for the services described in Exhibit B – Scope of Work. Awarded vendor shall be fully responsible to meet all City needs, including insurance requirements.
5. Offeror(s) vehicles must be equipped with a radio dispatch system or mobile telephone access, in addition to required equipment/machinery as needed to provide the services described in Exhibit B - Scope of Work.
6. Offeror(s) shall have a designated account representative/manager to monitor and administer all City of San Diego accounts/projects. In addition, Offeror(s) shall have an available support team with ample printing and graphics design/layout services to assists and answer various questions for City personnel at no additional cost to City.

*Account Representative Name:	Andrea Benitez
Telephone No:	760-832-5201
Cell Phone No	760-832-5201
E-Mail Address:	andrea.benitez@unitedsiteservices.com
AFTER-HOURS CONTACT	
*After Hours Contact Name:	Andrea Benitez
After Hours Telephone No:	760-832-5201
After Hours E-Mail address:	andrea.benitez@unitedsiteservices.com

*Any changes in Account Representative shall be notified in writing to City of San Diego Technical Representative.

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:

Rental of Portable Toilets and Other Site Rentals, and Services

B. BIDDER/PROPOSER INFORMATION:

United Site Services of California, Inc.

Legal Name	Spring Valley	DBA	91978
2500 Sweetwater Springs Blvd.	City	CA	Zip
Street Address	(760) 832-5201	State	(760) 410-0226
Andrea Benitez, Account Manager	Phone	Fax	
Contact Person, Title			

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.

Andrea Benitez	Account Manager
Name	Title/Position
Escondido, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Commission	
Interest in the transaction	

Carol Hutchinson	Director of Sales
Name	Title/Position
Escondido, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Commission	
Interest in the transaction	

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

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

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

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

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

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

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

C. OWNERSHIP AND NAME CHANGES:

1. In the past five 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.

Corporation Date incorporated: 03/30/2004 State of incorporation: California

List corporation's current officers: President: Asterios Satrazemis
Vice Pres: Jeffrey Dunlop
Secretary: Eva M Kalawski
Treasurer: Mary Ann Sigler

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.

United Site Services of California, Inc. is a privately held entity, the following is not applicable.

Please list the following:

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

Limited Liability Company Date formed: _____ State of formation: _____

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

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.

Any release of financial information shall be made through a written request to USS' Chief Financial Officer

Name of Bank: JP Morgan Chase

Point of Contact: _____

Address: _____

Phone Number: _____

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

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

Any release of financial information shall be made through a written request to USS' Chief Financial Officer

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.: B2016010165 Year Issued: 2018

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: City of San Diego

Contact Name and Phone Number: Lisa Hoffmann - 619-236-6096

Contact Email: lhoffmann@sandiego.gov

Address: 1200 Third Avenue, San Diego, CA 92101

Contract Date: July 25, 2013

Contract Amount: \$ 3,000,000.00

Requirements of Contract: Portable Sanitation - Rentals and Services

Company Name: County of San Diego

Contact Name and Phone Number: Nicole Ventinilla - 805-505-6336

Contact Email: nicole.ventinilla@sdcounty.ca.gov

Address: 1600 Pacific Highway, San Diego, CA 92101

Contract Date: June 1, 2017

Contract Amount: _____

Requirements of Contract: Portable Sanitation - Rentals and Services

Company Name: County of Los Angeles Parks and Recreation

Contact Name and Phone Number: Debbie Logan - 213-738-3010

Contact Email: _____

Address: 433 S. Vermont Ave., Los Angeles, CA 90020

Contract Date: January 1, 2005

Contract Amount: _____

Requirements of Contract: Portable Sanitation - Rentals and Services

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: n/a

Address: _____

Contact Name: _____ Phone: _____ Email: _____

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

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

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

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

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

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

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

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

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

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

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

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 04/04/2018.

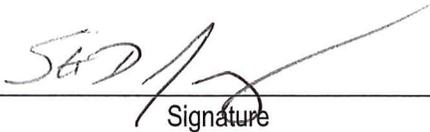
Complete all questions and sign below.

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.

Scott Jamroz - Chief Financial Officer		7/2/2019
Name and Title	Signature	Date

United Site Services of California, Inc. does hereby affirm that it is aware of an open investigation against United Site Services of California, Inc.

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

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

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

Scott Jamroz - Chief Financial Officer

Print Name, Title



Signature

7/2/2019

Date

SAFETY DATA SHEET
TOILET WASHDOWN

Page: 1
Compilation date: 16/06/2010
Revision date: 13/01/2014
Revision No: 1

Section 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product name: TOILET WASHDOWN

Product code: 1083

1.2. Relevant identified uses of the substance or mixture and uses advised against

Use of substance / mixture: Cleaning Product

1.3. Details of the supplier of the safety data sheet

Company name: Satellite Industries Inc
2530 Xenium Lane
Minneapolis
Minnesota 55441
USA

Tel: +18002334089

Email: stephenh@satelliteco.com

1.4. Emergency telephone number

Emergency tel: +1.800.424.9300 CHEMTREC # 19618

Section 2: Hazards identification

2.1. Classification of the substance or mixture

Classification under CLP: Acute Tox. 4: H302; STOT SE 3: H335; Eye Irrit. 2: H319; Skin Irrit. 2: H315

Classification under CHIP: Xn: R21/22; Xi: R36/37/38

Most important adverse effects: Harmful if swallowed. Causes skin irritation. Causes serious eye irritation. May cause respiratory irritation.

2.2. Label elements

Label elements under CLP:

Hazard statements: H302: Harmful if swallowed.
H315: Causes skin irritation.
H319: Causes serious eye irritation.
H335: May cause respiratory irritation.

Signal words: Warning

Hazard pictograms: GHS07: Exclamation mark



SAFETY DATA SHEET

TOILET WASHDOWN

Page: 2

Precautionary statements: P271: Use only outdoors or in a well-ventilated area.
P282: Wear eye protection.
P280: Wear protective gloves.
P301+310: IF SWALLOWED: Immediately call a POISON CENTER or doctor.
P304+340: IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing.
P305+351+338: IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P312: Call a POISON CENTER or doctor if you feel unwell.

2.3. Other hazards

PBT: This substance is not identified as a PBT substance.

Section 3: Composition/information on ingredients

3.2. Mixtures

Hazardous ingredients:

NONYLPHENOL POLYETHYLENE GLYCOL ETHER

EINECS	CAS	CHIP Classification	CLP Classification	Percent
-	127087-87-0	-	-	10-30%

BENZALKONIUM CHLORIDE

-	8001-54-5	-	-	1-10%
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DIPROPYLENE GLYCOL

-	25265-71-8	-	-	1-10%
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Section 4: First aid measures

4.1. Description of first aid measures

Skin contact: Remove all contaminated clothes and footwear immediately unless stuck to skin. Wash immediately with plenty of soap and water. Consult a doctor.

Eye contact: Bathe the eye with running water for 15 minutes. Consult a doctor.

Ingestion: Wash out mouth with water. Do not induce vomiting. If conscious, give half a litre of water to drink immediately. Consult a doctor.

Inhalation: Remove casualty from exposure ensuring one's own safety whilst doing so. Consult a doctor.

4.2. Most important symptoms and effects, both acute and delayed

Skin contact: There may be irritation and redness at the site of contact.

Eye contact: There may be pain and redness. The eyes may water profusely.

Ingestion: There may be soreness and redness of the mouth and throat. There may be difficulty swallowing. Nausea and stomach pain may occur.

[cont...]

SAFETY DATA SHEET
TOILET WASHDOWN

Page: 3

Inhalation: There may be irritation of the throat with a feeling of tightness in the chest.

Delayed / Immediate effects: Immediate effects can be expected after short-term exposure.

4.3. Indication of any immediate medical attention and special treatment needed

Immediate / special treatment: Show this safety data sheet to the doctor in attendance.

Section 5: Fire-fighting measures

5.1. Extinguishing media

Extinguishing media: Suitable extinguishing media for the surrounding fire should be used. Use water spray to cool containers.

5.2. Special hazards arising from the substance or mixture

Exposure hazards: In combustion emits toxic fumes.

5.3. Advice for fire-fighters

Advice for fire-fighters: Wear self-contained breathing apparatus. Wear protective clothing to prevent contact with skin and eyes.

Section 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

Personal precautions: Refer to section 8 of SDS for personal protection details. Turn leaking containers leak-side up to prevent the escape of liquid.

6.2. Environmental precautions

Environmental precautions: Do not discharge into drains or rivers. Contain the spillage using bunding.

6.3. Methods and material for containment and cleaning up

Clean-up procedures: Absorb into dry earth or sand. Transfer to a closable, labelled salvage container for disposal by an appropriate method.

6.4. Reference to other sections

Reference to other sections: Refer to section 8 of SDS.

Section 7: Handling and storage

7.1. Precautions for safe handling

Handling requirements: Avoid direct contact with the substance.

7.2. Conditions for safe storage, including any incompatibilities

Storage conditions: Store in cool, well ventilated area. Keep container tightly closed.

Suitable packaging: Not applicable.

7.3. Specific end use(s)

Specific end use(s): Cleaning Product

[cont...]

SAFETY DATA SHEET
TOILET WASHDOWN

Page: 4

Section 8: Exposure controls/personal protection

8.1. Control parameters

Workplace exposure limits: Not applicable.

8.2. Exposure controls

Engineering measures: Not applicable.

Respiratory protection: Respiratory protection not required.

Hand protection: Impermeable gloves.

Eye protection: Safety glasses with side-shields. Ensure eye bath is to hand.

Skin protection: Protective clothing.

Environmental: Refer to specific Member State legislation for requirements under Community environmental legislation.

Section 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

State: Liquid

Colour: Off-white

Odour: Sweet-smelling

Evaporation rate: Slow

Oxidising: Non-oxidising (by EC criteria)

Solubility in water: Soluble

Viscosity: Non-viscous

Boiling point/range°C: 100

upper: n/a

Relative density: 1.020

VOC g/l: 50

Flammability limits %: lower: n/a

Flash point°C: >93

pH: Approx. 7

9.2. Other information

Other information: Not applicable.

Section 10: Stability and reactivity

10.1. Reactivity

Reactivity: Stable under recommended transport or storage conditions.

10.2. Chemical stability

Chemical stability: Stable under normal conditions.

10.3. Possibility of hazardous reactions

Hazardous reactions: Hazardous reactions will not occur under normal transport or storage conditions.
Decomposition may occur on exposure to conditions or materials listed below.

[cont...]

SAFETY DATA SHEET
TOILET WASHDOWN

10.4. Conditions to avoid

Conditions to avoid: Heat.

10.5. Incompatible materials

Materials to avoid: Strong oxidising agents. Strong acids.

10.6. Hazardous decomposition products

Haz. decomp. products: In combustion emits toxic fumes.

Section 11: Toxicological information

11.1. Information on toxicological effects

Toxicity values:

Route	Species	Test	Value	Units
ORAL	RAT	LD50	>1500	mg/kg

Relevant effects for mixture:

Effect	Route	Basis
Acute toxicity (harmful)	DRM ING	Hazardous: calculated
Irritation	OPT INH DRM	Hazardous: calculated

Symptoms / routes of exposure

Skin contact: There may be irritation and redness at the site of contact.

Eye contact: There may be pain and redness. The eyes may water profusely.

Ingestion: There may be soreness and redness of the mouth and throat. There may be difficulty swallowing. Nausea and stomach pain may occur.

Inhalation: There may be irritation of the throat with a feeling of tightness in the chest.

Delayed / immediate effects: Immediate effects can be expected after short-term exposure.

Section 12: Ecological information

12.1. Toxicity

Ecotoxicity values:

Species	Test	Value	Units
SHEEPSHEAD MINNOWS (Cyprindodon variegat	96H LC50	65	mg/l

12.2. Persistence and degradability

Persistence and degradability: Biodegradable.

12.3. Bioaccumulative potential

Bioaccumulative potential: No bioaccumulation potential.

SAFETY DATA SHEET
TOILET WASHDOWN

Page: 6

12.4. Mobility in soil

Mobility: Readily absorbed into soil.

12.5. Results of PBT and vPvB assessment

PBT identification: This substance is not identified as a PBT substance.

12.6. Other adverse effects

Other adverse effects: Negligible ecotoxicity.

Section 13: Disposal considerations

13.1. Waste treatment methods

Disposal operations: Transfer to a suitable container and arrange for collection by specialised disposal company.

Recovery operations: Not applicable.

Disposal of packaging: Clean with water.

NB: The user's attention is drawn to the possible existence of regional or national regulations regarding disposal.

Section 14: Transport information

Transport class: This product does not require a classification for transport.

Section 15: Regulatory information

15.1. Safety, health and environmental regulations/legislation specific for the substance or mixture

15.2. Chemical Safety Assessment

Chemical safety assessment: A chemical safety assessment has been carried out for the substance or the mixture by the supplier.

Section 16: Other information

Other information

Other information: Sheet prepared in accordance with applicable US laws and regulations.

Phrases used in s.2 and 3: H302: Harmful if swallowed.

H315: Causes skin irritation.

H319: Causes serious eye irritation.

H335: May cause respiratory irritation.

R21/22: Harmful in contact with skin and if swallowed.

R36/37/38: Irritating to eyes, respiratory system and skin.

Legal disclaimer: The above information is believed to be correct but does not purport to be all inclusive and shall be used only as a guide. This company shall not be held liable for any damage resulting from handling or from contact with the above product.

SAFETY DATA SHEET
CABANA SPRAY

Page: 1
Compilation date: 09/01/2014
Revision date: 1/10/2015
Revision No: 3

Section 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product name: CABANA SPRAY
Product code: 1064

1.2. Relevant identified uses of the substance or mixture and uses advised against

Use of substance / mixture: PC3; Air care products.

1.3. Details of the supplier of the safety data sheet

Company name: Satellite Industries Inc
2530 Xenium Lane
Minneapolis
Minnesota 55441
USA

Tel: +18002334089
Email: stephenh@satellifeco.com

1.4. Emergency telephone number

Emergency tel: +1.800.424.9300 CHEMTREC # 19618

Section 2: Hazards identification

2.1. Classification of the substance or mixture

Classification under CLP: Skin Irrit. 2: H315; Eye Dam. 1: H318; Eye Irrit. 2: H319

Classification under CHIP: Xi: R36/38

Most important adverse effects: Causes skin irritation. Causes serious eye irritation.

2.2. Label elements

Label elements under CLP:

Hazard statements: H315: Causes skin irritation.
H319: Causes serious eye irritation.

Signal words: Warning

Hazard pictograms: GHS05: Corrosion



Precautionary statements: P264; Wash hands thoroughly after handling.
P332+313; If skin irritation occurs: Get medical advice/attention.

[cont...]

SAFETY DATA SHEET

CABANA SPRAY

Page: 2

P280: Wear eye protection.

P305+351+338: IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

P310: Immediately call a POISON CENTER or doctor.

P362: Take off contaminated clothing and wash before reuse.

2.3. Other hazards

PBT: This substance is not identified as a PBT substance.

Section 3: Composition/information on ingredients

3.2. Mixtures

Hazardous Ingredients:

ALCOHOLS, C9-C11, ETHOXYLATED

EINECS	CAS	CHIP Classification	CLP Classification	Percent
-	68439-46-3	-	Acute Tox. 4: H302; Skin Irrit. 2: H315; Eye Irrit. 2: H319; Acute Tox. 4: H332; STOT SE 3: H335	1-10%

BLEND OF DISODIUM AND TRISODIUM SULFONATOSUCCINATES

-	-	-	Skin Irrit. 2: H315; Eye Dam. 1: H318; Aquatic Acute 1: H400; Acute Tox. 4: H302	1-10%
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SODIUM LINEAR ALKYL BENZENE SULFONATE

271-532-0	68584-25-8	-	-	1-10%
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Section 4: First aid measures

4.1. Description of first aid measures

Skin contact: Remove all contaminated clothes and footwear immediately unless stuck to skin. Wash immediately with plenty of soap and water.

Eye contact: Bathe the eye with running water for 15 minutes. Consult a doctor.

Ingestion: Wash out mouth with water. Consult a doctor.

Inhalation: Remove casualty from exposure ensuring one's own safety whilst doing so. Consult a doctor.

4.2. Most important symptoms and effects, both acute and delayed

Skin contact: There may be irritation and redness at the site of contact.

Eye contact: There may be irritation and redness. The eyes may water profusely.

Ingestion: There may be soreness and redness of the mouth and throat.

Inhalation: There may be irritation of the throat with a feeling of tightness in the chest. Exposure may cause coughing or wheezing.

Delayed / immediate effects: Immediate effects can be expected after short-term exposure.

[cont...]

SAFETY DATA SHEET
CABANA SPRAY

Page: 3

4.3. Indication of any immediate medical attention and special treatment needed

Immediate / special treatment: Eye bathing equipment should be available on the premises.

Section 5: Fire-fighting measures

5.1. Extinguishing media

Extinguishing media: Suitable extinguishing media for the surrounding fire should be used. Use water spray to cool containers.

5.2. Special hazards arising from the substance or mixture

Exposure hazards: In combustion emits toxic fumes.

5.3. Advice for fire-fighters

Advice for fire-fighters: Wear self-contained breathing apparatus. Wear protective clothing to prevent contact with skin and eyes.

Section 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

Personal precautions: Refer to section 8 of SDS for personal protection details. If outside do not approach from downwind. If outside keep bystanders upwind and away from danger point. Mark out the contaminated area with signs and prevent access to unauthorised personnel. Turn leaking containers leak-side up to prevent the escape of liquid.

6.2. Environmental precautions

Environmental precautions: Do not discharge into drains or rivers. Contain the spillage using bunding.

6.3. Methods and material for containment and cleaning up

Clean-up procedures: Absorb into dry earth or sand. Transfer to a closable, labelled salvage container for disposal by an appropriate method.

6.4. Reference to other sections

Reference to other sections: Refer to section 8 of SDS.

Section 7: Handling and storage

7.1. Precautions for safe handling

Handling requirements: Ensure there is sufficient ventilation of the area.

7.2. Conditions for safe storage, including any incompatibilities

Storage conditions: Store in cool, well ventilated area. Keep container tightly closed.

Suitable packaging: Not applicable.

7.3. Specific end use(s)

Specific end use(s): No data available.

[cont...]

SAFETY DATA SHEET
CABANA SPRAY

Page: 4

Section 8: Exposure controls/personal protection

8.1. Control parameters

Workplace exposure limits:

Respirable dust

State	8 hour TWA	15 min. STEL	8 hour TWA	15 min. STEL
EU	n/a	-	-	-

8.2. Exposure controls

Engineering measures: Ensure there is sufficient ventilation of the area.

Respiratory protection: Self-contained breathing apparatus must be available in case of emergency.

Hand protection: Protective gloves.

Eye protection: Safety glasses. Ensure eye bath is to hand.

Skin protection: Protective clothing.

Environmental: Refer to specific Member State legislation for requirements under Community environmental legislation.

Section 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

State: Liquid

Colour: Colourless

Odour: Pleasant

Evaporation rate: Moderate

Oxidising: Non-oxidising (by EC criteria)

Solubility in water: Soluble

Viscosity: Non-viscous

Boiling point/range°C: 100

upper: n/a

Relative density: 1.010

VOC g/l: 50

Flammability limits %: lower: n/a

Flash point°C: >93

pH: Approx. 7

9.2. Other information

Other information: Not applicable.

Section 10: Stability and reactivity

10.1. Reactivity

Reactivity: Stable under recommended transport or storage conditions.

10.2. Chemical stability

Chemical stability: Stable under normal conditions.

[cont...]

SAFETY DATA SHEET

CABANA SPRAY

Page: 5

10.3. Possibility of hazardous reactions

Hazardous reactions: Hazardous reactions will not occur under normal transport or storage conditions.
Decomposition may occur on exposure to conditions or materials listed below.

10.4. Conditions to avoid

Conditions to avoid: Heat.

10.5. Incompatible materials

Materials to avoid: Strong oxidising agents. Strong acids.

10.6. Hazardous decomposition products

Haz. decomp. products: In combustion emits toxic fumes.

Section 11: Toxicological information

11.1. Information on toxicological effects

Toxicity values:

Route	Species	Test	Value	Units
DERMAL	RAT	LD50	>2000	mg/kg

Relevant effects for mixture:

Effect	Route	Basis
Irritation	OPT DRM	Hazardous: calculated

Symptoms / routes of exposure

Skin contact: There may be irritation and redness at the site of contact.

Eye contact: There may be irritation and redness. The eyes may water profusely.

Ingestion: There may be soreness and redness of the mouth and throat.

Inhalation: There may be irritation of the throat with a feeling of tightness in the chest. Exposure may cause coughing or wheezing.

Delayed / Immediate effects: Immediate effects can be expected after short-term exposure.

Section 12: Ecological information

12.1. Toxicity

Ecotoxicity values:

Species	Test	Value	Units
RAINBOW TROUT (<i>Oncorhynchus mykiss</i>)	96H LC50	>1500	mg/l

12.2. Persistence and degradability

Persistence and degradability: Biodegradable.

[cont...]

SAFETY DATA SHEET

CABANA SPRAY

Page: 6

12.3. Bioaccumulative potential

Bioaccumulative potential: No bioaccumulation potential.

12.4. Mobility in soil

Mobility: Readily absorbed into soil.

12.5. Results of PBT and vPvB assessment

PBT Identification: This substance is not identified as a PBT substance.

12.6. Other adverse effects

Other adverse effects: Negligible ecotoxicity.

Section 13: Disposal considerations

13.1. Waste treatment methods

Disposal operations: Transfer to a suitable container and arrange for collection by specialised disposal company.

Recovery operations: Not applicable.

Disposal of packaging: Clean with water.

NB: The user's attention is drawn to the possible existence of regional or national regulations regarding disposal.

Section 14: Transport information

Transport class: This product does not require a classification for transport.

Section 15: Regulatory information

15.1. Safety, health and environmental regulations/legislation specific for the substance or mixture

Specific regulations: Not applicable.

15.2. Chemical Safety Assessment

Chemical safety assessment: A chemical safety assessment has been carried out for the substance or the mixture by the supplier.

Section 16: Other information

Other information

Other information: Sheet prepared in accordance with applicable US laws and regulations.

Phrases used in s.2 and 3: H302: Harmful if swallowed.

H315: Causes skin irritation.

H318: Causes serious eye damage.

H319: Causes serious eye irritation.

H332: Harmful if inhaled.

H335: May cause respiratory irritation.

[cont...]

SAFETY DATA SHEET

CABANA SPRAY

Page: 7

H400: Very toxic to aquatic life.

R36/38: Irritating to eyes and skin.

Legal disclaimer: The above information is believed to be correct but does not purport to be all inclusive and shall be used only as a guide. This company shall not be held liable for any damage resulting from handling or from contact with the above product.

SAFETY DATA SHEET
QUICKSCENT PLUS TOILET DEODORIZING SACHET

Page: 1
Compilation date: 16/06/2010
Revision date: 12/01/2016
Revision No: 2

Section 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product name: QUICKSCENT PLUS TOILET DEODORIZING SACHET

Product code: 1077

1.2. Relevant identified uses of the substance or mixture and uses advised against

Use of substance / mixture: For use in deodorizing portable toilets.

1.3. Details of the supplier of the safety data sheet

Company name: Satellite Industries Inc

2530 Xenium Lane

Minneapolis

Minnesota 55441

USA

Tel: +18002334089

Email: stephenh@satelliteco.com

1.4. Emergency telephone number

Emergency tel: +1.800.424.9300 CHEMTREC # 19618

Section 2: Hazards identification

2.1. Classification of the substance or mixture

Classification under CLP: STOT SE 3; H335; Eye Dam. 1; H318; Skin Irrit. 2; H315

Most important adverse effects: Causes skin irritation. Causes serious eye damage. May cause respiratory irritation.

2.2. Label elements

Label elements:

Hazard statements: H315: Causes skin irritation.

H318: Causes serious eye damage.

H335: May cause respiratory irritation.

Signal words: Warning

Hazard pictograms: GHS07: Exclamation mark

GHS09: Environmental



Precautionary statements: P102: Keep out of reach of children.

[cont...]

SAFETY DATA SHEET

QUICKSCENT PLUS TOILET DEODORIZING SACHET

Page: 2

P280: Wear eye protection.

P304+340: IF INHALED: Remove person to fresh air and keep comfortable for breathing.

P305+351+338: IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

P310: Immediately call a POISON CENTER/doctor/.

P312: Call a POISON CENTER/doctor//If you feel unwell.

2.3. Other hazards

PBT: This product is not identified as a PBT/vPvB substance.

Section 3: Composition/information on ingredients

3.2. Mixtures

Hazardous ingredients:

2-BROMO-2-NITRO-PROPANE-1,3-DIOL

EINECS	CAS	PBT / WEL	CLP Classification	Percent
200-143-0	52-51-7	-	Acute Tox. 4: H312; Acute Tox. 4: H302; STOT SE 3: H335; Skin Irrit. 2: H315; Eye Dam. 1: H318; Aquatic Acute 1: H400	10-30%

TRIPHENYLMETHANE DYES (MIXTURE)

-	-	-	-	1-10%
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SILICON DIOXIDE

-	112926	-	-	1-10%
---	--------	---	---	-------

Section 4: First aid measures

4.1. Description of first aid measures

Skin contact: Wash immediately with plenty of soap and water. Consult a doctor.

Eye contact: Bathe the eye with running water for 15 minutes. Consult a doctor.

Ingestion: Wash out mouth with water. Do not induce vomiting. If conscious, give half a litre of water to drink immediately. Consult a doctor.

Inhalation: Nature of this product makes inhalation unlikely.

4.2. Most important symptoms and effects, both acute and delayed

Skin contact: There may be irritation and redness at the site of contact.

Eye contact: There may be irritation and redness. The eyes may water profusely.

Ingestion: There may be soreness and redness of the mouth and throat. Nausea and stomach pain may occur. There may be vomiting.

Inhalation: There may be irritation of the throat with a feeling of tightness in the chest.

Delayed / immediate effects: Immediate effects can be expected after short-term exposure.

[cont...]

SAFETY DATA SHEET
QUICKSCENT PLUS TOILET DEODORIZING SACHET

Page: 3

4.3. Indication of any immediate medical attention and special treatment needed

Immediate / special treatment: Show this safety data sheet to the doctor in attendance.

Section 5: Fire-fighting measures

5.1. Extinguishing media

Extinguishing media: Suitable extinguishing media for the surrounding fire should be used. Use water spray to cool containers.

5.2. Special hazards arising from the substance or mixture

Exposure hazards: In combustion emits toxic fumes.

5.3. Advice for fire-fighters

Advice for fire-fighters: Wear self-contained breathing apparatus. Wear protective clothing to prevent contact with skin and eyes.

Section 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

Personal precautions: Refer to section 8 of SDS for personal protection details.

6.2. Environmental precautions

Environmental precautions: Do not discharge into drains or rivers.

6.3. Methods and material for containment and cleaning up

Clean-up procedures: Transfer to a closable, labelled salvage container for disposal by an appropriate method.

6.4. Reference to other sections

Reference to other sections: Refer to section 8 of SDS.

Section 7: Handling and storage

7.1. Precautions for safe handling

Handling requirements: Nature of this product makes exposure unlikely.

7.2. Conditions for safe storage, including any incompatibilities

Storage conditions: Store in a cool, well ventilated area. Keep container tightly closed.

Suitable packaging: Not applicable.

7.3. Specific end use(s)

Specific end use(s): Use as deodorizer for portable sanitation.

Section 8: Exposure controls/personal protection

[cont...]

SAFETY DATA SHEET
QUICKSCENT PLUS TOILET DEODORIZING SACHET

Page: 4

8.1. Control parameters

Hazardous ingredients:

SILICON DIOXIDE

Workplace exposure limits:

Respirable dust

State	8 hour TWA	15 min. STEL	8 hour TWA	15 min. STEL
EU	-	-	10 mg/m ³	-

DNEL/PNEC Values

DNEL / PNEC No data available.

8.2. Exposure controls

Engineering measures: Not applicable.

Respiratory protection: Self-contained breathing apparatus must be available in case of emergency.

Hand protection: Protective gloves.

Eye protection: Safety glasses. Ensure eye bath is to hand.

Skin protection: Not applicable.

Environmental: Refer to specific Member State legislation for requirements under Community environmental legislation.

Section 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

State: Solid

Colour: Blue

Odour: Pleasant

Evaporation rate: Negligible

Oxidising: Non-oxidising (by EC criteria)

Solubility in water: Highly soluble

Kinematic viscosity: n/a

Boiling point/range°C: n/a

Flammability limits %: lower: n/a

Flash point°C: n/a

Relative density: n/a

VOC g/l: 20

Melting point/range°C: n/a

upper: n/a

Vapour pressure: n/a

pH: 5.5-6

9.2. Other information

Other information: No data available.

Section 10: Stability and reactivity

[cont...]

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QUICKSCENT PLUS TOILET DEODORIZING SACHET

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10.1. Reactivity

Reactivity: Stable under recommended transport or storage conditions.

10.2. Chemical stability

Chemical stability: Stable under normal conditions.

10.3. Possibility of hazardous reactions

Hazardous reactions: Hazardous reactions will not occur under normal transport or storage conditions.
Decomposition may occur on exposure to conditions or materials listed below.

10.4. Conditions to avoid

Conditions to avoid: Heat.

10.5. Incompatible materials

Materials to avoid: Strong oxidising agents. Strong acids.

10.6. Hazardous decomposition products

Haz. decomp. products: In combustion emits toxic fumes.

Section 11: Toxicological information

11.1. Information on toxicological effects

Toxicity values:

Route	Species	Test	Value	Units
ORAL	RAT	LD50	>1500	mg/kg

Hazardous ingredients:

2-BROMO-2-NITRO-PROPANE-1,3-DIOL

ORL	MUS	LD50	270	mg/kg
ORL	RAT	LD50	180	mg/kg
SKN	MUS	LD50	4750	mg/kg
SKN	RAT	LD50	1600	mg/kg

SILICON DIOXIDE

ORL	RAT	LD50	5000	mg/kg
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Relevant hazards for substance:

Hazard	Route	Basis
Skin corrosion/Irritation	DRM	Hazardous: calculated

[cont...]

SAFETY DATA SHEET

QUICKSCENT PLUS TOILET DEODORIZING SACHET

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Serious eye damage/irritation	OPT	Hazardous: calculated
STOT-single exposure	INH	Hazardous: calculated

Symptoms / routes of exposure

Skin contact: There may be irritation and redness at the site of contact.

Eye contact: There may be irritation and redness. The eyes may water profusely.

Ingestion: There may be soreness and redness of the mouth and throat. Nausea and stomach pain may occur. There may be vomiting.

Inhalation: There may be irritation of the throat with a feeling of tightness in the chest.

Delayed / immediate effects: Immediate effects can be expected after short-term exposure.

Section 12: Ecological information

12.1. Toxicity

Ecotoxicity values:

Species	Test	Value	Units
RAINBOW TROUT (<i>Oncorhynchus mykiss</i>)	96H LC50	>200	mg/l

12.2. Persistence and degradability

Persistence and degradability: Biodegradable in part only.

12.3. Bioaccumulative potential

Bioaccumulative potential: No bioaccumulation potential.

12.4. Mobility in soil

Mobility: Not applicable.

12.5. Results of PBT and vPvB assessment

PBT Identification: This product is not identified as a PBT/vPvB substance.

12.6. Other adverse effects

Other adverse effects: Harmful to aquatic organisms. Harmful to soil organisms.

Section 13: Disposal considerations

13.1. Waste treatment methods

Disposal operations: Transfer to a suitable container and arrange for collection by specialised disposal company.

Recovery operations: Not applicable.

Disposal of packaging: Clean with water.

NB: The user's attention is drawn to the possible existence of regional or national regulations regarding disposal.

[cont...]

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Section 14: Transport information

Transport class: This product does not require a classification for transport.

Section 15: Regulatory information

15.1. Safety, health and environmental regulations/legislation specific for the substance or mixture

Specific regulations: Not applicable.

15.2. Chemical Safety Assessment

Chemical safety assessment: A chemical safety assessment has been carried out for the substance or the mixture by the supplier.

Section 16: Other information

Other information

Other information: This safety data sheet is prepared in accordance with Commission Regulation (EU) No 453/2010.

Phrases used in s.2 and s.3: H302: Harmful if swallowed.
H312: Harmful in contact with skin.
H315: Causes skin irritation.
H318: Causes serious eye damage.
H335: May cause respiratory irritation.
H400: Very toxic to aquatic life.

Legal disclaimer: The above information is believed to be correct but does not purport to be all inclusive and shall be used only as a guide. This company shall not be held liable for any damage resulting from handling or from contact with the above product.

Exhibit C



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

ARTICLE I
SCOPE AND TERM OF CONTRACT

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

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

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

ARTICLE II
CONTRACT ADMINISTRATOR

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

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

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

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

ARTICLE III COMPENSATION

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

3.2 Invoices.

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

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 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%, whichever is less, during the preceding one year term. 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). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

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

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

otherwise); and (2) complete any and all additional work necessary for the orderly filing of documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

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

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

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

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

4.5 Contractor's Right to Payment Following Contract Termination.

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

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

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

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

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

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

proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

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

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

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

ARTICLE VII INDEMNIFICATION AND INSURANCE

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

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

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

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

ARTICLE VIII BONDS

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

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

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

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

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or

material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

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

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

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

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

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

9.1.3 Non-Discrimination Requirements.

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

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of

subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

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

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

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

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

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

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

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

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

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 concerning product endorsement which requires that any advertisement referring to City as a user of a good or service will require the prior written approval of the Mayor.

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 Equal Pay Ordinance throughout the duration of the Contract.

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. Contractor shall require subcontractors performing work for contractor under their contract with the City to certify compliance with the Equal Pay Ordinance in their written subcontracts.

9.1.11.2 Notice Requirement. Contractor must post a notice informing its employees of their rights under the Equal Pay Ordinance in their workplace or job site.

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.