

**Purchasing & Contracting Department**

October 1, 2024

Ms. Ahna Covell, Government Municipality Specialist  
United Site Services of California, Inc.  
7910 Othello Avenue  
San Diego, CA 92111

Reference: Contract No.10090153-25-D, As-Needed Citywide Rental of Portable Toilets,  
Other Site Rentals and Services

Dear Ms. Covell:

Subject: Contract Clarification Letter

This letter outlines the changes made to the Contract to rectify incorrect heading titles and sequences.

The Parties acknowledge that the original contract contemplated the same substance to be reflected in the formatting changes below and agree to substitute the following:

1. Exhibit B, Section R – OTHER SITE RENTAL has been renamed Section S – OTHER SITE RENTAL
2. Exhibit B, Section S – CONTRACT AWARD AND TRANSITION has been renamed Section T – CONTRACT AWARD AND TRANSITION
3. Exhibit B, Section T – HAZARDOUS WASTE DISPOSAL PROCEDURE has been renamed Section U – HAZARDOUS WASTE DISPOSAL PROCEDURE
4. Exhibit B, Section U – PAYMENT WITHHELD has been renamed Section V – PAYMENT WITHHELD
5. Exhibit B, Section AA – PRICES has been renamed Section Z- PRICES
6. Exhibit B, Section BB – PRICING SCHEDULE has been renamed Section AA – PRICING SCHEDULE.

Please indicate your agreement with the above by signing the bottom of this letter and returning the letter to the Damian Singleton at [DSingleton@sandiego.gov](mailto:DSingleton@sandiego.gov). Thank you for your assistance.

Sincerely,



Damian Singleton  
Senior Procurement Contracting Officer

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

UNITED SITE SERVICES OF  
CALIFORNIA, INC.

By:  Digitally signed by Angela L. Fleming  
DN: E=Angela.Fleming@unitedsiteservices.com,  
CN=Angela L. Fleming, OU=Corporate Office,  
OU=USS Users, DC=ussl-corp, DC=com  
Date: 2024.10.03 17:04:15-04'00'

Name Angela Fleming  
Government Bid/Contract Lead  
Title: \_\_\_\_\_

Date: 3 Oct 24

THE CITY OF SAN DIEGO

By: 

Name: Claudia Abarca

Title: Director, Purchasing & Contracting

Date: 10/07/2024

**CONTRACT RESULTING FROM INVITATION TO BID NUMBER 10090153-25-D, As Needed  
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) # 10090153-25-D, As Needed Rental of Portable Toilets, Other Site Rentals, and Services (Contractor).

**RECITALS**

On or about 7/15/2024, City issued an ITB to prospective bidders on 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 services.

City wishes to retain Contractor to provide as-needed rental of portable toilets, other site rentals, and services as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I  
CONTRACTOR SERVICES**

**1.1 Scope of Work.** Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services.

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

**ARTICLE II  
DURATION OF CONTRACT**

**2.1 Term.** This Contract shall be for a period of one (1) year beginning on the Effective Date. City may, in its sole discretion, extend this Contract for four (4) additional, one (1) year period(s). Unless otherwise terminated, this Contract shall be effective until completion of the Scope of Services. The term of this Contract shall not exceed five (5) years unless approved by the City Council by ordinance.

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

**ARTICLE III  
COMPENSATION**

**3.1 Amount of Compensation.** City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$3,000,000.

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

**5.3 Precedence.** In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 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:

- 1<sup>st</sup>      The Contract
- 2<sup>nd</sup>      The ITB and the City's written acceptance of any exceptions or clarifications to the ITB, if any
- 3<sup>rd</sup>      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**

United Site Services of California, Inc.

Bidder

118 Flanders Rd, Suite 1000

Street Address

Westborough, MA, 01581

City

760-445-6086

Telephone No.

govteam@unitedsiteservices.com

E-Mail

BY:



Signature of Bidder's Authorized Representative

Jeff Dunlop

Print Name

Vice President

Title

19 Aug 24

Date

CITY OF SAN DIEGO  
A Municipal Corporation

BY:



Print Name: Claudia Abarca  
Director Purchasing & Contracting Department

10/07/2024

Date Signed

Approved as to form this 8 day of  
October, 2024.

MARA W. ELLIOTT, City Attorney

BY: Michelle Garland  
Michelle Garland (Oct 8, 2024 10:19 PDT)  
Deputy City Attorney

**EXHIBIT A**  
**INSTRUCTIONS AND BID REQUIREMENTS**

**A. BID SUBMISSION**

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

**1.1 Reserved.**

**1.2 Paper Bids.** The City will accept paper bids in lieu of eBids. Paper bids must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed bids will not be accepted.

**1.3 Bid Due Date.** Bids must be submitted prior to the Closing Date indicated in the eBidding System. E-mailed and/or faxed bids will not be accepted.

**1.4 Pre-Bid Conference.** No pre-bid conference will be held for ITB.

**1.4.1 Reserved.**

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

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

**2. Submission of Information and Forms.**

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

**2.2 Exceptions requested by bidder, if any.** The bidder must present written factual or legal justification for any exception requested to the Scope of Work, Contract, or the Exhibits. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of bidder's exceptions,

reject bidder's exceptions and deem the bid non-responsive, or award the Contract without bidder's proposed exceptions.

2.3 The Contractor Standards Pledge of Compliance Form.

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

2.5 Living Wage Ordinance Certification of Compliance.

2.6 Reserved.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved

2.10 Reserved

2.11 **One copy of the safety data sheet (SDS) for each product bid. Only those products whose label and MSDS clearly state the contents, hazard potential, and protective measures required shall be considered for purchase.**

3. **Bid Review.** Bidders are responsible for carefully examining the ITB, the Scope of Work, this Contract, and all documents incorporated into the Contract by reference before submitting a bid. If selected for award of contract, bidder shall be bound by same unless the City has accepted bidder's exceptions, if any, in writing.

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

5. **Quantities.** The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the bidder to an adjustment in the unit price or any additional compensation.

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

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

6.2 **Brand Names.** Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design,

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

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

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

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

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

**9. Public Records.** By submitting a bid, the bidder acknowledges that any information submitted in response to this ITB is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the bidder submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the bidder to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the bidder must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the bidder does not provide a specific and detailed legal basis for requesting the City to withhold bidder's confidential or proprietary information at the time of bid submittal, City will release the information as required by the CPRA and bidder will hold the City, its elected officials, officers, and employees harmless for release of this



information. It will be the bidder's obligation to defend, at bidder's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the bidder's request. Furthermore, the bidder shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at bidder's request. Nothing in the Contract resulting from this bid creates any obligation on the part of the City to notify the bidder or obtain the bidder's approval or consent before releasing information subject to disclosure under the CPRA.

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

## **B. PRICING**

**1. Fixed Price.** All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this ITB.

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

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

**4. Unit Price.** Unless the bidder clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire bid, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

**C. BID OPENING.** All bids will be opened at, or immediately after, the time noticed for the bid opening in a location that is open to the public. No bidder or interested person will be excluded from the bid opening. Where no member of the public is in attendance, at least one City officer or employee, in addition to the City employee opening the bids, will be present. Bid results will be announced in the presence of those attending. The name of the project will be audibly announced to those present followed by the name of the bidder, the name of the surety, the amount of the bond, if required, and the total amounts or unit amounts bid. Any person present shall have the right to ask the announcements be repeated or to ask that omitted data be supplied. Such requests will be honored to the extent they do not unreasonably delay or interfere with the bid opening procedure, as determined at the sole discretion of the City employee opening the bids.

#### D. EVALUATION OF BIDS

1. **Low Bid Award.** A contract will be awarded to the lowest responsible and responsive bidder.
2. **Additional Information.** The City may require bidder to provide additional written or oral information to clarify responses.
3. **Sustainable Materials.** Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.
4. **Waiver of Defects and Technicalities.** The City may waive defects and technicalities in bids when to do so is in the City's best interests.
5. **Rejection of All Bids.** The City may reject any and all bids when to do so is in the City's best interests.

#### E. ANNOUNCEMENT OF AWARD

1. **Award of Contract.** The City will inform all bidders of its intent to award a Contract in writing.
2. **Obtaining Bid Results.** Bid results may be obtained by: (1) attending the bid opening; (2) e-mailing a request to the City Contact identified on the eBidding System; or (3) visiting the P&C eBidding System to review the bid results. To ensure an accurate response, requests should reference the Solicitation Number. Bid results will not be released over the phone.
3. **Multiple Awards.** City may award more than one contract by awarding separate items or groups of items to various bidders. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

**F. PROTESTS.** The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful bidders with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

**G. SUBMITTALS REQUIRED UPON NOTICE OF INTENT TO AWARD.** The successful bidder is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice of Intent to Award letter:

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

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

**3. Business Tax Certificate.** All businesses that contract with the City must have a current business tax certificate unless the City Treasurer determines the business is exempt.

**4. Reserved.**

**5. Reserved.**

The City may find the bidder to be non-responsive and award the Contract to the next responsible and responsive low bidder if the apparent successful bidder fails to timely provide the required information or documents.

**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.

**B. SERVICE DAYS AND HOURS OF OPERATON.**

Service must be available seven (7) days a week. Each City Department may have different hours of operations. 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.

**C. RESERVE UNITS.** Contractor must have a reasonable number of portable toilets in reserve.

**D. TECHNICAL REPRESENTATIVE.** The Technical Representative(s) for this Contract will be identified in the notice of award and will be responsible for overseeing and monitoring this Contract. Each City department will have its own Technical Representative(s), 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.

**E. 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 always provide adequate and competent supervision during the Contract term. Contractor shall be readily available to meet with the City within 24 hours of written request. 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 as desired. 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.

**7. Damages.** Contractor shall immediately report any damages to property, defects, leaks, power outages, injuries, or any other problems or irregularities to the Technical Representative. Contractor is responsible for all damage that occurs because 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 property or injuries to the Technical Representative.

**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 Contractor's responsibility to prevent pollutant discharges to the storm drain system. Therefore, during the term of the contract, Contractor will be solely responsible for identifying and implementing all 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. During the term of the contract, Contractor shall 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 always worn by Contractor's employees, including personnel who are being trained. Failure to do so may result in termination of contract.

**13. Disposal.** Contractor shall be solely responsible for the proper disposal of all wastewaters collected.

**14. 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 a City approved disposal site, to be identified by the City.

**15. 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.

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

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

**17.** 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.

**18.** 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.

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

**20. 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.

21. Contractor shall own or have available a fleet of vehicles adequate to dispatch, carry and handle City deliveries, which shall meet or exceed all Federal, State, County and City Department of Transportation (DOT) regulations. Contractor's vehicles must always display a visible Company Logo that easily identifies their vehicles as part of their fleet. Awarded Contractor shall be fully responsible to meet all City requirements, including insurance requirements.

22. 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 this Exhibit B-Scope of Work.

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 Technical Representative 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 contact the Technical Representative to obtain written approval from the Contract Administrator. City will not pay any amount in excess of the project estimate without advance written approval from an authorized representative of the City.

#### **F. 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 the Technical Representative 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.

#### **G. 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.

<b>*Dedicated Account Manager:</b>	
Telephone Number:	
Cell Phone Number:	
Email Address:	
<b>*Inside Customer Sales Representative (optional):</b>	
Telephone Number:	
Cell Phone Number:	
Email Address:	
<b>AFTER-HOURS CONTACT</b>	
<b>*After Hours Contact Name:</b>	
<b>After Hours Telephone Number:</b>	
<b>After Hours Email Address:</b>	

\*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.

**H. CITY OBSERVED HOLIDAYS.** There are eleven (11) 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. Juneteenth Day
7. Independence Day
8. Labor Day
9. Veterans’ Day
10. Thanksgiving Day
11. Christmas Day



**I. PORTABLE TOILET RENTAL DESCRIPTIONS.**

1. Portable toilets with appropriate containment trays 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. Failure to replace will result in withholding of payments under Section (U).
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 All free standing 2-Station Sinks placed outside portable toilet units shall include liquid soap and paper towels with dispensers.
  - 5.5 Hand Sanitizer shall be readily available.
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, hand sanitizer, and paper towels with their dispensers and shall be replenished (as needed) every time the portable toilet is serviced.
9. Miscellaneous Rental: Hot/Cold 3 Compartment Sink meeting mandatory Health requirements for any event preparing and serving food to the public
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 wastewater 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.

**J. SHORT TERM PORTABLE RENTAL.**

1. The term "short term portable rental" means a rental that will not exceed seven (7) consecutive calendar days.
2. City may require short term portable rentals for special events at designated locations or parks; Contractor shall accommodate all these requests.
3. Short term portable rentals 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.

4. Miscellaneous Rental: A Hot/Cold 3 Compartment Sink meeting mandatory Health requirements is required for any event preparing and serving food to the public.

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

#### **K. LONG TERM PORTABLE RENTAL.**

1. The term “Long term portable rental” means a rental that will exceed seven (7) consecutive calendar days.

2. Long term portable 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.

3. Miscellaneous Rental: Hot/Cold 3 Compartment Sink meeting mandatory Health requirements for any event preparing and serving food to the public

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

5. 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.

#### **L. SERVICES.**

1. Service visits shall include, but are not limited to, maintenance such as waste disposal, litter removal, cleaning, **disinfecting of interior surfaces**, providing, and replenishing toilet paper, seat covers, liquid soap and paper towels, when included and needed, removing graffiti from interior and exterior of portable toilets and other site rentals, and performing repairs as needed to make the equipment usable while maintaining user privacy. City will only be responsible for restocking 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 must be billed at the rates listed in Table 2, Section 3 of paragraph BB. Pricing Schedule.

3. All portable toilets, and other site rentals, that cannot be repaired to usable condition on-site must be replaced within 24 hours from when the issue is reported to Contractor.

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.

#### **M. 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 always allow access for service by Contractor.

2. At the City's direction, Contractor shall secure portable toilets 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 artificial turf shall be staked.

**N. REMOVAL OF TOILETS AND/OR OTHER SITE RENTALS.**

1. Contractor shall remove portable toilets and/or other site rentals rented by the City for special events no later than forty-eight (48) hours after being notified. No unit rental charges shall be accepted after the 48 hours pass, 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.

3. Removal of holding tanks, if provided during the Contract or at its conclusion, shall be at no additional cost to the City.

**O. 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 for access and to clarify Contractor's responsibilities when needed.

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

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

**P. 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 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 previously approved in writing by City.

All rentals/services are expected to be delivered within the next business day unless Technical Representative specifies differently.

**Q. 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 plastic portable restroom units. Trailers are subject to material and labor charges for any damage repairs required.

**R. EMERGENCY ORDER REQUESTS.**

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

1.1 When portable toilets require 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 Technical Representative.

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 increased usage.

6. It shall not constitute an emergency service request if Contractor fails to adequately service portable toilet(s) during regular scheduled service. Any calls for service arising from such a situation shall be accepted and will be provided at no additional cost to the city.

**S. 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 logically related to the scope of this Contract but not listed in the Pricing Schedule shall be reviewed and approved in writing by respective Technical Representative.

**T. 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. 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. 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. Contractor may be required to provide a current list of all rentals under this Contract to any 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 (, 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. Current Contractor shall complete the removal of their rental equipment by no later than the last day of their contract term.

6. Current Contractor shall submit its final and last invoice for current Contract prior to the expiration date of their Contract. No later submitted invoices will be paid.

**U. HAZARDOUS WASTES DISPOSAL PROCEDURE.** If Contractor and/or Contractor's subordinate staff, or subcontractor 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:
    - Number, size, and types of containers
    - Description of labels
    - Spillage to soil, pavement, water
    - Description: solid, liquid, color
    - 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.**

In addition to instances provided throughout this Contract and this Exhibit B - Scope of Work detailing when the City may withhold payment, 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.

**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 **Exhibit C: General Contract Terms and Conditions Applicable to Goods, Services, and Consultant Contracts.**

1. **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.

**X. 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 any 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.

**Y. POST AWARD KICK-OFF MEETING.**

1. The Contractor may 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.

**Z. 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 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.

**AA. PRICING SCHEDULE.**

**TABLE 1**

<b>TABLE 1: SECTION 1 – SHORT TERM PORTABLE TOILETS RENTAL AND MISCELLANEOUS RENTAL (not to exceed 7 days)</b>			
<b>Item No.</b>	<b>UOM</b>	<b>Description: Does not Include Service</b>	<b>Total Price</b>
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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<b>TABLE 1: SECTION 2 – LONG-TERM PORTABLE TOILETS RENTAL INCLUDING ONE (1) SERVICE PER WEEK</b>			
<b>Item No.</b>	<b>UOM</b>	<b>Description:</b>	<b>Total Price</b>
1.	Per Unit	Standard Portable Toilet includes 1 Service per Week	\$ 52.00
2.	Per Unit	Standard Portable Toilet with Sink includes 1 Service per Week	\$ 56.00
3.	Per Unit	2 Station Sink includes 1 Service per Week	\$ 52.00
4.	Per Unit	ADA Portable Toilet includes 1 Service per Week	\$ 52.00
5.	Per Unit	250 Gallon Holding Tank includes 1 Service per Week	\$ 144.00
6.	Each	Containment Tray	\$ 0.00

<b>TABLE 1: SECTION 3 – ADDITIONAL SERVICES FOR LONG TERM RENTAL</b>			
<b>Item No.</b>	<b>UOM</b>	<b>Description: Weekdays. Monday – Friday, 8:00 am to 5:00 pm (PDT). Per Unit, Cost per Visit.</b>	<b>Total Price</b>
1.	Per Visit	Additional Servicing and Maintenance for Standard Portable Toilet	\$ 10.50
2.	Per Visit	Additional Servicing and Maintenance for Standard Portable Toilet with Sink	\$ 11.50
3.	Per Visit	Additional Servicing and Maintenance for 2 Sink Station	\$ 10.50
4.	Per Visit	Additional Servicing and Maintenance for ADA Portable Toilet	\$ 10.50
5.	Per Visit	Additional Servicing and Maintenance for 250 Gallon Holding Tank	\$ 36.00

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**TABLE 2**

<b>TABLE 2: SECTION 1 – SHORT TERM PORTABLE TOILETS RENTAL AND MISCELLANEOUS RENTAL (not to exceed 7 days)</b>			
<b>Item No.</b>	<b>UOM</b>	<b>Description: Does not Include Service</b>	<b>Total Price</b>
1.	Per Unit	Standard Portable Toilet with Sink	\$ 61.00
2.	Per Unit	Portable Toilet, Flush Unit	\$ 95.00
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	\$ 2,500.00
6.	Per Trailer	Restroom Trailers 8-Private Rooms	\$ 4,000.00

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<b>TABLE 2: SECTION 2 – MONTHLY LONG-TERM PORTABLE TOILETS RENTAL INCLUDING ONE (1) SERVICE PER WEEK</b>			
<b>Item No.</b>	<b>UOM</b>	<b>Description: Includes 1 Service per Week, as applicable</b>	<b>Total Price</b>
1.	Per Unit	Portable Toilet, Flush Unit Includes 1 Service per Week	\$ 145.00 / MONTH
2.	Per Trailer	Restroom Trailers 2-Private Rooms Includes 1 Service per Week	\$ 400.00 / MONTH
3.	Per Trailer	Restroom Trailers 4-Private Rooms Includes 1 Service per Week	\$ 800.00 / MONTH
4.	Per Trailer	Restroom Trailers 6-Private Rooms Includes 1 Service per Week	\$ 3,500.00 / MONTH
5.	Per Trailer	Restroom Trailers 8-Private Rooms Includes 1 Service per Week	\$ 5,000.00 / MONTH

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<b>TABLE 2: SECTION 3 – ADDITIONAL SERVICES FOR LONG TERM RENTAL</b>			
<b>Item No.</b>	<b>UOM</b>	<b>Description: Weekdays. Monday – Friday, 8:00 am to 5:00 pm (PDT). Per Unit, Cost per Visit.</b>	<b>Total Price</b>
1.	Per Visit	Portable Toilet, Flush Unit	\$ 21.25
2.	Per Visit	Restroom Trailer (Sewer Connected). If requested by City.	\$ 150.00
3.	Per Visit	Restroom Trailers <b>No Sewer Connection.</b> 2-Private Rooms	\$ 150.00
4.	Per Visit	Restroom Trailers <b>No Sewer Connection.</b> 4-Private Rooms	\$ 175.00
5.	Per Visit	Restroom Trailers <b>No Sewer Connection.</b> 6-Private Rooms	\$ 250.00
6.	Per Visit	Restroom Trailers <b>No Sewer Connection.</b> 8-Private Rooms	\$ 250.00
7.	Per Visit	150 Gallon Holding Tank	\$ 100.00

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<b>TABLE 2: SECTION 4 – ADDITIONAL SERVICE AND FEES</b>			
<b>Item No.</b>	<b>UOM</b>	<b>Description</b>	<b>Total Price</b>
1.	Per Visit	Additional Services Weekdays for Portable Restroom Trailers. Monday – Friday, 8:00 am to 5:00 pm (PDT). Cost per Visit.	\$ 250.00
2.	Per Visit	Additional Services Weekdays for Portable Toilets. Monday – Friday, 8:00 am to 5:00 pm (PDT). Cost per Visit.	\$ 10.50
3.	Per Visit	Additional Services on Weekends, Holidays, and After Hours for Portable Toilets. Cost per Visit.	\$ 15.00
4.	Per Visit	Additional Services on Weekends, Holidays, and After Hours for Portable Restroom Trailers. Cost per Visit.	\$ 350.00
5.	Per Visit	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. Cost per Visit.	\$ 20.00
6.	Per Visit	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. Cost per Visit.	\$ 295.00
7.	Per Visit	Emergency Call Fees (same day) and Service Visit for Portable Toilets on Weekends, Holidays, and After Hours. 4 Hour Response Time. Cost per Visit.	\$ 75.00
8.	Per Visit	Emergency Call Fees (same day) and Service Visit for Portable Restroom Trailers on Weekends, Holidays, and After Hours. 4 Hour Response Time. Cost per Visit.	\$ 350.00
9.	Per Visit	Weekends, Holidays & Afterhours Delivery or Pick Up charge (Unlimited number of toilets, Not trailers). 4 Hour Response Time. Cost per visit.	\$ 250.00

**TABLE 2: SECTION 4 – ADDITIONAL SERVICE AND FEES (Continued)**

<b>Item No.</b>	<b>UOM</b>	<b>Description</b>	<b>Total Price</b>
10.	Per Visit	Weekends, Holidays and Afterhours Delivery or Pick Up Charge Restroom Trailer. 4 Hour Response Time. Per Visit.	\$ 375.00
11.	Per Visit	Emergency Delivery or Pick Up Cost (Unlimited number of non-Trailer Portable Toilets) Per Visit.	\$ 250.00
12.	Per Visit	Emergency Delivery or Pick Up Cost for Restroom Trailer. Per Visit.	\$ 350.00
13.	Per Visit	Staking Portable Toilets to the ground. (Perform as needed) Per Visit.	\$ 15.00
14.	Per Visit	Chaining Portable Toilet to a tree post. Per Visit.	\$ 15.00
15.	Per Visit	Moving Fees – Standard Portable Toilets. Cost per Visit.	\$ 15.00
16.	Per Visit	Moving Fees – Standard Portable Toilets with Sink. Cost Per Visit.	\$ 15.00
17.	Per Visit	Moving Fees – Portable Toilet, Flush Unit. Cost per Visit.	\$ 15.00
18.	Per Visit	Moving Fees – 250 Gallon Holding Tank. Cost per Visit.	\$ 250.00
19.	Per Visit	Moving Fees – ADA Portable Toilet. Cost per Visit.	\$ 15.00
20.	Per Visit	Moving Fees – Restroom Trailers. Cost per Visit.	\$ 250.00
21.	Per Visit	Hook Up Fees (Optional 250 Gallon Holding Tank). Cost per Visit.	\$ 75.00
22.	Each	Hand Sanitizer (For Short Term Rentals). Each.	\$ 5.00
23.	Each	Hand Sanitizer (For Long Term Rentals). Each.	\$ 10.00
24.	Per Hour	Labor Cost for Repairs. Cost Per Hour.	\$ 45.00

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”)	0.00 %	N/A

\*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 10<sup>th</sup> of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

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

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

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

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

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

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

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

**3.4 Price Adjustments.** Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, 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 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

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

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

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

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

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

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

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

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

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

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

## **ARTICLE XI DISPUTE RESOLUTION**

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

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

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

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

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

## **ARTICLE XII MANDATORY ASSISTANCE**

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



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

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

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

### **ARTICLE XIII MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## EXHIBIT D

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

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

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

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

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

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

**2. Compensated Leave.** Pursuant to San Diego Municipal Code section 22.4220(c), Bidder and its subcontractors shall provide a minimum of eighty (80) hours per year of compensated leave. Part-time employees must accrue compensated leave at a rate proportional to full-time employees.

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

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

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

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

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

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

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

# City of San Diego

Invitation to Bid (ITB) for As-Needed  
Citywide, Rental of Portable Toilets,  
Other Site Rentals, and Services

***Solicitation Number: 10090153-25-D***

**August 22, 2024,**

United Site Services of California, Inc.

118 Flanders Rd,

Westborough MA 01581

Ahna Covell,

Sector Account Manager

[ahna.covell@unitedsiteservices.com](mailto:ahna.covell@unitedsiteservices.com)

Phone: +1 760-445-6086





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United Site Services of California, Inc.  
118 Flanders Rd, Westborough MA 01581

Damian Singleton, Sr. Procurement Contracting Officer  
The City of San Diego, Purchasing & Contracting Department  
1200 Third Avenue, Suite 200  
San Diego, VA 92101 - 4195

Re: Invitation to Bid (ITB) for As-Needed Citywide Rental of Portable Toilets, Other Site Rentals, and Services  
Solicitation Number: 10090153-25-D

United Site Services of California, Inc. is on a mission to make life easier for people everywhere by providing essential temporary services. Our company's goal is to develop the most cost-effective and comprehensive solution for our customers. We create a positive experience in portable sanitation, temporary fencing, and site services by delivering reliable solutions and exceptional customer service. Our goal is to enhance the quality of life for our customers and communities by ensuring access to clean restrooms, secure job sites, and efficient waste management.

Whether it's a construction site, an outdoor event, or any other temporary location, United Site Services strives to provide the necessary facilities and services to support people's well-being and productivity. Our team stands ready to provide world-class products, service, and support. We offer to work closely with your personnel to ensure that your service needs are met well into the future. **As the incumbent site services provider, United Site Services possesses comprehensive expertise in the City's equipment and service requirements.**

United Site Services offers a range of essential temporary services to meet various needs. Here are some of the services we provide:

- **Portable Restrooms:** United Site Services ensures access to clean and well-maintained portable restrooms. USS offers a variety of options to suit different requirements.
- **Hand Hygiene Solutions:** In addition to portable restrooms, United Site Services provides hand washing stations and sanitizing stations. Proper hand hygiene is crucial for health and safety, especially in high-traffic areas.
- **Temporary Fence:** USS offers prompt temporary fence rental, delivery, and installation. Temporary fencing helps secure job sites, events, and other locations, providing safety and control.
- **Portable Restroom Trailers:** For larger events or extended use, United Site Services has restroom trailers equipped with amenities like sinks, mirrors, and lighting.
- **Roll-off Dumpsters:** Efficient waste management is essential. United Site Services provides roll-off dumpsters for easy disposal of construction debris, trash, and other materials.
- **Holding Tanks:** These tanks are used for waste storage and management, particularly in areas without sewer connections.
- **Temporary Power:** When power is needed at temporary sites, United Site Services offers solutions to meet those requirements.

United Site Services' commitment to exceptional customer service and reliable solutions makes us a trusted partner for various industries, including construction, agriculture, government, emergency response, and special events. You can count on United Site Services for all your site needs!

Our wish is to continue the long-term relationship, providing you with the certainty that the temporary services in your facilities are functioning at their optimum level.

Sincerely,

Jeff Dunlop, USS Vice President



## 1. Contract Signature Page

### 2. Submission of Information and Forms.

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

**Addendum A Cover Sheet** and the **Completed And Signed “Addendum A – ITB Contract Signature Page”** are submitted on the following pages.



**Invitation to Bid (ITB) for As-Needed Citywide  
Rental of Portable Toilets, Other Site Rentals, and Services  
Addendum A**

**Solicitation Number:** 10090153-25-D

**Solicitation Issue Date:** July 15, 2024

**Pre-Bid Conference:** No Pre-Bid Conference will be held.

**Questions and Comments Due:** July 19, 2024 @ 12:00 p.m.

**Revised Bid Due Date and Time ("Closing Date"):** **August 22, 2024 @ 3:00 p.m.**

**Contract Terms:** One (1) year, with four (4), additional one (1) year options to renew from the Effective Date, as defined in Article I, Section 1.2 of the City's General Contract Terms and Provisions.

**City Contact:** Damian Singleton  
Sr. Procurement Contracting Officer  
1200 Third Avenue, Suite 200  
San Diego, CA 92101  
(619) 235-5743

**Submissions:** Bidder is required to provide one (1) original hard copy and one (1) electronic copy (e.g., thumb drive or CD), **or** an electronic bid via PlanetBids, of their response as described herein.

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

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

**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.

BY:

\_\_\_\_\_  
Bidder

118 Flanders Rd, Suite 1000

\_\_\_\_\_

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

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

Westborough, MA, 01581

Director Purchasing & Contracting Department

\_\_\_\_\_  
City

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

760-445-6086

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

govteam@unitedsiteservices.com

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

BY:

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

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

\_\_\_\_\_, 20\_\_\_\_.  
MARA W. ELLIOTT, City Attorney

Jeff Dunlop

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

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

Vice President

\_\_\_\_\_  
Title

19 Aug 24

\_\_\_\_\_  
Date

# ITB 10090153-25-D, As-Needed Citywide Rental of Portable Toilets, Other Site Rentals, and Services

## Questions and Answers

**Question 1:** Do you have a list of locations requiring portables restrooms that you can supply?

**Response:** The City does not currently have a list of potential locations requiring portable restrooms.

**Question 2:** Damages page 2 of 19. Can you clarify. Damages caused by contractor the contractor covers. Any other damages (vandalism, total loss) will be paid by the city. Minus \$100 deductible? Page 8 of 19.

**Response:** Please refer to Exhibit B, Section Q. LOSS LIMIT INSURANCE.

**Question 3:** Can you clarify page 8 of 19 Q loss Limit Insurance please. Am I missing a line item for insurance (starting page 12 of 19 Table 1).

**Response:** The Pricing Schedule is correct and is not missing a line item for insurance. As stated, the fee per service listed in paragraph BB. Pricing Schedule shall include Loss Limit Insurance with a maximum \$100 deductible.

**Question 4:** Long term page 7 of 19. K. 2. It reads billed on monthly billing cycle. Is that a 4 week/28-day cycle or a 30-day cycle. A 30-day cycle at 1x week service ends up having 4.333 services. How do I invoice a 4.333 service?

**Response:** The monthly billing cycle is a 28-day cycle.

**Question 5:** Hazardous Waste. Page 10 of 19. I will assume this is talking about oil or anything like that. More often we run into hypodermic needles. We have a procedure in place for that. Does the city pay for this or does the city want to remove the drug paraphernalia?

**Response:** All Services are inclusive and necessary to fulfill the requirements of this bid.

**Question 6:** Are United Rental trailer configurations acceptable?

**Response:** Please refer to Exhibit B, Section I. PORTABLE TOILET RENTAL DESCRIPTIONS.

**Question 7:** Will site water and site power be available for the restroom trailers or are this part of the service?

**Response:** No. Site water will not be available for the restroom trailers.

**Question 8:** Does trailer service include interior cleaning?

**Response:** Yes. Trailer service includes interior cleaning. Please refer to Exhibit B, Section L. SERVICES.

**Question 9:** Is a payment or performance bond required for this project?

Response: No. A Payment or Performance Bond is not required for this project.

**Question 10:** Scope of work, section E. Contractor responsibilities/requirements, 6: Will the city be willing to extend the 1-hour call response to 2 hours at minimum? For example, if the contractor's contact is in a meeting, the meeting could take up easily an hour or more. Would the city be willing to send an email in addition to a phone call that includes multiple company representatives? We would be happy to provide additional contacts. (Depending on one person to respond within an hour needs to be supported by additional staff/management and communications that are time stamped like emails.)

Response: No. The City is not willing to extend the time required to return calls. Please refer to Exhibit B, Section E, 20. Dedicated Account Manager. Also, refer to Exhibit B, Section G. HOURS OF OPERATION.

**Question 11:** Scope of work, section L. Services,1: As our trucks cannot haul trash per our permitting regulations, will the city provide receptacles?

Response: Yes. The City will provide trash receptacles on site.

**Question 12:** Scope of work, section L. Services,1: Please clarify what the city considers "toiletory supplies".

Response: Please refer to Exhibit B, L. SERVICES. City will only be responsible for restocking toiletory supplies in portable restroom trailers with sewer connection unless other arrangements are made by Technical Representative.

**Question 13:** Scope of work, section R. Other site rentals: Please clarify if this means departments within the city, or if this means customers beyond the city. Please clarify to what extent.

Response: This is a City contract that will service all City departments.

**Question 14:** Scope of work, section U. Payment withheld, 1: Would the city agree to both parties being responsible for damages in proportion to its' own extent of cause?

Response: Section U, PAYMENT WITHELD is for Contractor failure to provide required services under this Contract.

**Question 15:** Scope of work, section U. Payment withheld, 2: Request to remove the word "sole" from this statement as both parties should be reasonably given the opportunity to agree to a determination.

Response: The City is not willing to revise Section U. Payment Withheld.

## 2. Exceptions

### *2. Submission of Information and Forms.*

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

United Site Services of California, Inc. adheres to the Scope of Work, Contracts, and Exhibits without exception.

## 3. Contractor Standards Pledge of Compliance Form

### *2. Submission of Information and Forms.*

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

"Contractor Standards Pledge of Compliance Form" is submitted below.

**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:**

Invitation to Bid (ITB) for As-Needed Citywide  
 Rental of Portable Toilets, Other Site Rentals, and Services

**B. BIDDER/PROPOSER INFORMATION:**

United Site Services of California, Inc.

Legal Name	San Diego	DBA	
7910 Othello Ave	City	CA	92111
Street Address	(760) 445-6086	State	Zip
Ahna Covell, Government Municipality Specialist	Phone	N/A	
Contact Person, Title		Fax	

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

\* The precise nature of the interest includes:

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

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

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

Ahna Covell	Account Manager
Name	Title/Position
Chula Vista, CA	United Site Services
City and State of Residence	Employer (if different than Bidder/Proposer)
Employee of USS	
Interest in the transaction	

Jim O'Connell	Director of Sales
Name	Title/Position
Carlsbad, CA	United Site Services
City and State of Residence	Employer (if different than Bidder/Proposer)
Employee of USS	
Interest in the transaction	

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

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

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

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



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

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

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

**C. OWNERSHIP AND NAME CHANGES:**

1. In the past five (5) years, has your firm changed its name?  
 Yes       No

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

2. Is your firm a non-profit?  
 Yes       No

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

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?  
 Yes       No

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

**D. BUSINESS ORGANIZATION/STRUCTURE:**

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

**Corporation** Date incorporated: 03/30/2004 State of incorporation: CA

List corporation's current officers: President: James Hyman  
Vice Pres: Jeff Dunlop  
Secretary: Jeff Dunlop  
Treasurer: John Hafferty

Type of corporation: C  Subchapter S

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

If **Yes**, after what date: 03/30/2004

Is your firm a publicly traded corporation?  Yes  No

If Yes, how and where is the stock traded? N/A

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

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	<u>N/A</u>	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

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

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

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Partnership** Date formed: N/A State of formation: \_\_\_\_\_

List names of all firm partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sole Proprietorship** Date started: N/A

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: N/A

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

N/A

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

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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

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

Name of Bank: JP Morgan Chase

Point of Contact: Terrica Kirk

Address: 700 N Pearl St, Floor 15, Dallas, TX 75201

Phone Number: (214) 965-4071

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

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

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

Business Tax Certificate No.: B2016010165 Year Issued: 2023

**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 - Homeless Shelters

Contact Name and Phone Number: Brent Krohn (619) 236-6044

Contact Email: bkrohn@sandiego.gov

Address: 1200 Third Ave Suite 200, San Diego, CA 92101

Contract Date: 2018 to 2023

Contract Amount: 3M+

Requirements of Contract: Providing Showers for the Homeless

Company Name: City of San Diego Sanitation

Contact Name and Phone Number: Lisa Hoffman (619) 236-6096

Contact Email: lhoffman@sandiego.gov

Address: 1200 Third Ave Suite 200, San Diego, CA 92101

Contract Date: 2006 to current

Contract Amount: 8M+

Requirements of Contract: Providing Portable Sanitation Solutions (i.e. toilets) all over the City

Company Name: County of San Diego

Contact Name and Phone Number: Kelly San Martin (619) 753-3036

Contact Email: kelly.sanmartin@sdcounty.ca.gov

Address: 5560 Overland Ave Suite 270, San Diego, CA 92123

Contract Date: 2018 to 2023

Contract Amount: 8M+

Requirements of Contract: Providing Portable Sanitation Solutions (i.e. toilets) and Temporary Fence all over the City

**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 # <sup>N/A</sup> \_\_\_\_\_

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # <sup>no</sup> \_\_\_\_\_
- b. Woman or Minority Owned Business Enterprise Certification # <sup>no</sup> \_\_\_\_\_
- c. Disadvantaged Business Enterprise Certification # <sup>no</sup> \_\_\_\_\_

**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: 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.

**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 01/16/2020.



**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.**

Jeff Dunlop, Vice President

9 Aug 24

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

Section F #4: United Site Services of California, Inc. reached a final settlement with the City of San Diego on May 9, 2022, regarding a claim for fraudulent business practices of pricing greater than 10 percent under the Covid-19 State of Emergency. Case No.: 37-2022-00017432-CU-BT-CTL is available under public record.

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.

Jeff Dunlop, Vice President

Print Name, Title

9 Aug 24

Signature

Date

## 4. Equal Opportunity Contracting Forms

2. *Submission of Information and Forms.*

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

### 4.1 Contractors Certification of Pending Actions

#### *III. Disclosure of Discrimination Complaints.*

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

### 4.2 Work Force Report

*EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)*

*GOODS AND SERVICES CONTRACTOR REQUIREMENTS*

#### *IV. Workforce Report and Equal Opportunity Outreach Plan.*

- A. ***Work Force Report.*** *Contractors shall submit with their bid a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEOP) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.*
- B. ***Duty to Comply with Equal Opportunity Outreach Plan.*** *A Contractor for whom an EEOP has been approved by the City shall use best efforts to comply with that EEOP.*

**“Contractors Certification of Pending Actions and Work Force Report”** are attached.

**AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS**

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

**CHECK ONE BOX ONLY.**

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

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

Contractor Name: United Site Services of California, Inc.

Certified By Jeff Dunlop Title Vice President  
 \_\_\_\_\_ Name \_\_\_\_\_  
 \_\_\_\_\_ Date 12 Aug 24  
 \_\_\_\_\_ Signature \_\_\_\_\_

**EQUAL OPPORTUNITY CONTRACTING (EOC)**

1200 Third Avenue, Suite 200 • San Diego, CA 92101  
Phone: (619) 236-6000 • Fax: (619) 236-5904

**BB. WORK FORCE REPORT**

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

**NO OTHER FORMS WILL BE ACCEPTED  
CONTRACTOR IDENTIFICATION**

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

Name of Company: United Site Services of California, Inc.

ADA/DBA: N/A

Address (Corporate Headquarters, where applicable): 118 Flanders Rd, Suite 1000

City: Westborough County: Worcester State: MA Zip: 01581

Telephone Number: 760-445-6086 Fax Number: N/A

Name of Company CEO: James Hyman

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

Address: 7910 Othello Ave

City: San Diego County: San Diego State: CA Zip: 92111

Telephone Number: 760-445-6086 Fax Number: N/A Email: Govteam@unitedsiteservices.com

Type of Business: Sanitation and Site Services Type of License: Contractor - State of California

The Company has appointed: Carlos Gallardo

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

Address: 118 Flanders Rd, Suite 1000, Westborough MA, 01581

Telephone Number: 442-320-0068 Fax Number: N/A Email: carlos.gallardo@unitedsiteservices.com

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

*Check the box above that applies to this WFR.*

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

I, the undersigned representative of United Site Services of California, Inc.

(Firm Name)

San Diego, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 12th day of August, 2024

\_\_\_\_\_

(Authorized Signature)

Jeff Dunlop

(Print Authorized Signature Name)

**WORK FORCE REPORT – Page 2**

NAME OF FIRM: United Site Services of California, Inc. DATE: 12 Aug 24

OFFICE(S) or BRANCH(ES): San Diego Branch Office COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			2		1									
Professional														
A&E, Science, Computer														
Technical														
Sales			1								7	1		
Administrative Support				3										
Services														
Crafts														
Operative Workers	6		43								8			
Transportation														
Laborers*														

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

Totals Each Column	6		46	3	1						15	1		
--------------------	---	--	----	---	---	--	--	--	--	--	----	---	--	--

**Grand Total All Employees** 72.00

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**WORK FORCE REPORT – Page 3**

NAME OF FIRM: United Site Services of California, Inc. DATE: 12 Aug 24

OFFICE(S) or BRANCH(ES): San Diego Branch Office COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

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

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

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

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

**Grand Total All Employees**

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

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

## **5. Living Wage Ordinance Certification of Compliance.**

*2. Submission of Information and Forms.*

*2.5. Living Wage Ordinance Certification of Compliance.*



## 6. Additional Information as Required in Exhibit B

### *2. Submission of Information and Forms.*

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

United Site Services is a well-known and trusted provider of various site services, including portable restrooms, shower trailers, restroom trailers, and temporary fences.

As the largest provider of temporary sanitation solutions across the country, we have the experience, equipment, personnel and servicing capabilities to meet the expectations of our customers for all of their temporary site service needs. Each year United Site Services adds thousands of new units to its inventory to provide the best customer experience possible and we are committed to continue adding to our fleet as necessary to support our customer's needs. We understand the demands associated with a wide range of requirements including proper planning, reliable service, timely delivery, rapid response, clean like-new restrooms and much more. We have the ability to deploy equipment quickly and the inventory to support large scale projects and emergency response. United Site Services uses QR code technology to track the movement and servicing of our assets.

The following key points highlight United Site Services' strengths and capabilities to meet the requirements outlined in the RFP:

- The largest selection and inventory of premium portable sanitation and temporary site solutions in the United States.
- Our award-winning customer service team is highly knowledgeable, professional, friendly, and always delivers on their promises
- Our 10-Point Service Plan guarantees the best portable toilet rental available will arrive clean and ready for use
- Same-day and next-day delivery available (conditions apply)

Our restrooms undergo a rigorous pre-delivery cleaning and inspection process before units are delivered. Our cleaning services are constantly evaluated to ensure their condition is satisfactory and includes maintenance, restocking of hygiene/paper products and periodic pumping and removal of waste/gray water.

Each year United Site Services adds thousands of new units to its inventory to provide the best customer experience possible and we are committed to continue adding to our fleet as necessary to support our customer's needs. We understand the demands associated with a wide range of requirements including proper planning, reliable service, timely delivery, rapid response, clean like-new restrooms and much more. Our service technicians are trained in our leading 10-Point Service Plan that ensures consistent and safe sanitation services at every service location.

# HIGHEST QUALITY SERVICE STANDARDS

THE USS WAY



USS is committed to the highest quality cleaning, every time we perform a service. Our industry leading practices were developed over twenty years to create an experience that you will be proud to provide your patrons.

## THE 10-STEP SERVICE FOR PORTABLE RESTROOMS INCLUDES:

1. Ensure unit is on safe, level, convenient and accessible location
2. Inspect restroom for damage or needed repairs
3. Pump all waste and debris
4. Spray interior with disinfectant, scrub, rinse
5. Refill holding tank with water and deodorizer
6. Dry toilet seat and top of holding tank
7. Refill hand sanitizer
8. Replenish toilet paper
9. Sign the service sticker
10. Spray all high-touch surfaces with medical-grade disinfectant

At USS, we have the largest team of service technicians, so no matter where your event is, or how large it is, our team is ready to back you up. Plus all of our team is drug tested, background checked and undergoes ongoing training around safety and service practices.



## Approach to Providing Services

United Site Services of California, your current dedicated site service provider, is committed to providing top-quality service. With a wealth of experience spanning decades, our team is intimately familiar with the City's equipment and service needs. Our expertise extends to managing the nuances of your permanent facilities, transitional and homeless housing, events, and the coordination between office and field personnel.



Our local San Diego branch supporting the City of San Diego is fully staffed with a team of 63 professional service technicians, eager to provide superior customer service

Our fleet consists of 68 service and delivery trucks, meticulously maintained and operated by uniformed professionals prioritizing safety above all. Our vehicles are equipped with advanced safety features such as backup cameras, interior monitoring systems, and driving sensors to ensure the safe arrival and operation of our team at your locations and events. We strictly adhere to our safety protocols at all times.

Moreover, our staff are experts in secondary containment compliance, hold the necessary licenses, and undergo thorough background checks before joining our team, ensuring trust and reliability in every interaction

United Site Services of California ensures that our service and delivery technicians are not only professionally attired but also equipped with the latest handheld devices to efficiently record service details with date-stamped accuracy. Strategically situated just 7 miles from downtown San Diego, our branch is accessible around the clock, 7 days a week, 24 hours a day to meet all day-to-day, event and urgent service requirements.

As the trusted provider for the nation's largest natural disasters, our inventory boasts an unmatched range of portable sanitation solutions. Under the leadership of General Manager

Mr. Jeff Dixon, with over two decades of industry expertise, and Operations Manager Ryan Lopez, our San Diego team excels in operational support and coordination. Our dispatchers and supervisors work tirelessly to assist our technicians on the field, ensuring every customer requirement is met with precision.



Our dedicated operations team, directed by Mr. Lopez, guarantees that our technicians are fully informed for flawless service delivery. As residents and active participants in the

community, our team takes immense pride in contributing to the cleanliness and sanitation of local events, reinforcing our commitment to the neighborhoods we serve.

Ahna Covell, our esteemed Sector Account Manager, will serve as your main point of contact. With robust support from our sales director, general manager, and the comprehensive operational team, including regional leadership, Ahna stands out as a seasoned professional. Her 20 years of industry experience in the City of San Diego have honed her expertise in navigating the intricacies of government contracts, managing complex large-scale initiatives, and providing exceptional support services for transitional housing sites.

United Site Services of California is proud to highlight our swift and effective response during San Diego's recent flood crisis. Demonstrating our commitment to immediate action, we coordinated with the City of San Diego to activate multiple public shelters on the same day the emergency was declared. In collaboration with the Homeless Strategies and Solutions Department and the Emergency Services Department, we ensured the prompt availability of essential services such as showers, restrooms, propane, and comprehensive site support. Our efforts provided much-needed relief to the displaced residents and homeless individuals affected by the flooding



### **Homeless Strategies and Solutions Department(HSSD)**

- Same-day delivery and activation
- Alpha Project, a large transitional housing site flooded with more than 300 displaced homeless. Continued site service support until the close of that location -May 10, 2024.
- 8 Stall shower
- ADA complaint shower
- Propane support
- Portable restrooms and sinks
- 3x daily service

### **O Lot Existing City of San Diego Shelter Increased service support for over 100 units to 3x daily service**

#### **Emergency Services Dept**

- Emergency response and activation- 5 additional locations
- 5 – 4 stall shower trailers
- ADA accommodations
- Portable Restrooms
- Service support

### **Performance Capability Highlights:**

#### Specialty Equipment on Hand

- Performance during hectic moments
- Provided showers out of contract at a San Diego partner cost.
- City of San Diego- Priority
- Ability to manage deployments simultaneously
- Troubleshooting
- Consulting
- Resourcing equipment
- Complete flexibility
- Ability to meet fluid and increasing needs
- Required and received excellent operational support from our local and surrounding areas.
- Specialty trailer Hub-Team brought additional trailers from LA the same day.

United Site Services of California provided similar support simultaneously for the County of San Diego.

## **7. Safety Data Sheets**

### *2. Submission of Information and Forms.*

*2.11 One copy of the safety data sheet (SDS) for each product bid. Only those products whose label and MSDS clearly state the contents, hazard potential, and protective measures required shall be considered for purchase.*

Specification sheets and the following Safety Data Sheets of the proposed equipment are submitted at the end of this proposal.

1. Material Safety Data Sheet (MSDS) for the polyethylene plastic used in the major components of all our toilets and handwashes.
2. UL Yellow Card stating the flame rating for our polyethylene plastic.
3. List of Materials used in the Tufway restroom. The same materials are used in all of our toilets and handwash units.
4. SDS for Novapol polyethylene roto-molding resin, used for our holding tanks.

## 8. Pricing

### *B. PRICING*

1. **Fixed Price.** *All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this ITB.*
2. **Taxes and Fees.** *Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of bids.*
3. **Escalation.** *An escalation factor is not allowed unless called for in this ITB. If escalation is allowed, bidder must notify the City in writing in the event of a decline in market price(s) below the bid price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.*
4. **Unit Price.** *Unless the bidder clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire bid, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price...*

Pricing Form is attached.

**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 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.

**BB. PRICING SCHEDULE.**

**TABLE 1**

<b>TABLE 1: SECTION 1 – SHORT TERM PORTABLE TOILETS RENTAL AND MISCELLANEOUS RENTAL (not to exceed 7 days)</b>			
<b>Item No.</b>	<b>UOM</b>	<b>Description: Does not Include Service</b>	<b>Total Price</b>
1.	Per Unit	Standard Portable Toilet	\$ 35.00
2.	Per Unit	2 Station Sink	\$ 35.00
3.	Per Unit	ADA Portable Toilet	\$ 53.00
4.	Each	Containment Tray	\$ 0.00
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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<b>TABLE 1: SECTION 2 – LONG-TERM PORTABLE TOILETS RENTAL INCLUDING ONE (1) SERVICE PER WEEK</b>			
<b>Item No.</b>	<b>UOM</b>	<b>Description:</b>	<b>Total Price</b>
1.	Per Unit	Standard Portable Toilet includes 1 Service per Week	\$ 52.00
2.	Per Unit	Standard Portable Toilet with Sink includes 1 Service per Week	\$ 56.00
3.	Per Unit	2 Station Sink includes 1 Service per Week	\$ 52.00
4.	Per Unit	ADA Portable Toilet includes 1 Service per Week	\$ 52.00
5.	Per Unit	250 Gallon Holding Tank includes 1 Service per Week	\$ 144.00
6.	Each	Containment Tray	\$ 0.00

<b>TABLE 1: SECTION 3 – ADDITIONAL SERVICES FOR LONG TERM RENTAL</b>			
<b>Item No.</b>	<b>UOM</b>	<b>Description: Weekdays. Monday – Friday, 8:00 am to 5:00 pm (PDT). Per Unit, Cost per Visit.</b>	<b>Total Price</b>
1.	Per Visit	Additional Servicing and Maintenance for Standard Portable Toilet	\$ 10.50
2.	Per Visit	Additional Servicing and Maintenance for Standard Portable Toilet with Sink	\$ 11.50
3.	Per Visit	Additional Servicing and Maintenance for 2 Sink Station	\$ 10.50
4.	Per Visit	Additional Servicing and Maintenance for ADA Portable Toilet	\$ 10.50
5.	Per Visit	Additional Servicing and Maintenance for 250 Gallon Holding Tank	\$ 36.00

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**TABLE 2**

<b>TABLE 2: SECTION 1 – SHORT TERM PORTABLE TOILETS RENTAL AND MISCELLANEOUS RENTAL (not to exceed 7 days)</b>			
<b>Item No.</b>	<b>UOM</b>	<b>Description: Does not Include Service</b>	<b>Total Price</b>
1.	Per Unit	Standard Portable Toilet with Sink	\$ 61.00
2.	Per Unit	Portable Toilet, Flush Unit	\$ 95.00
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	\$ 2,500.00
6.	Per Trailer	Restroom Trailers 8-Private Rooms	\$ 4,000.00

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<b>TABLE 2: SECTION 2 – MONTHLY LONG-TERM PORTABLE TOILETS RENTAL INCLUDING ONE (1) SERVICE PER WEEK</b>			
<b>Item No.</b>	<b>UOM</b>	<b>Description: Includes 1 Service per Week, as applicable</b>	<b>Total Price</b>
1.	Per Unit	Portable Toilet, Flush Unit Includes 1 Service per Week	\$ 145.00 / MONTH
2.	Per Trailer	Restroom Trailers 2-Private Rooms Includes 1 Service per Week	\$ 400.00 / MONTH
3.	Per Trailer	Restroom Trailers 4-Private Rooms Includes 1 Service per Week	\$ 800.00 / MONTH
4.	Per Trailer	Restroom Trailers 6-Private Rooms Includes 1 Service per Week	\$ 3,500.00 / MONTH
5.	Per Trailer	Restroom Trailers 8-Private Rooms Includes 1 Service per Week	\$ 5,000.00 / MONTH

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<b>TABLE 2: SECTION 3 – ADDITIONAL SERVICES FOR LONG TERM RENTAL</b>			
<b>Item No.</b>	<b>UOM</b>	<b>Description: Weekdays. Monday – Friday, 8:00 am to 5:00 pm (PDT). Per Unit, Cost per Visit.</b>	<b>Total Price</b>
1.	Per Visit	Portable Toilet, Flush Unit	\$ 21.25
2.	Per Visit	Restroom Trailer (Sewer Connected). If requested by City.	\$ 150.00
3.	Per Visit	Restroom Trailers <b>No Sewer Connection.</b> 2-Private Rooms	\$ 150.00
4.	Per Visit	Restroom Trailers <b>No Sewer Connection.</b> 4-Private Rooms	\$ 175.00
5.	Per Visit	Restroom Trailers <b>No Sewer Connection.</b> 6-Private Rooms	\$ 250.00
6.	Per Visit	Restroom Trailers <b>No Sewer Connection.</b> 8-Private Rooms	\$ 250.00
7.	Per Visit	150 Gallon Holding Tank	\$ 100.00

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<b>TABLE 2: SECTION 4 – ADDITIONAL SERVICE AND FEES</b>			
<b>Item No.</b>	<b>UOM</b>	<b>Description</b>	<b>Total Price</b>
1.	Per Visit	Additional Services Weekdays for Portable Restroom Trailers. Monday – Friday, 8:00 am to 5:00 pm (PDT). Cost per Visit.	\$ 250.00
2.	Per Visit	Additional Services Weekdays for Portable Toilets. Monday – Friday, 8:00 am to 5:00 pm (PDT). Cost per Visit.	\$ 10.50
3.	Per Visit	Additional Services on Weekends, Holidays, and After Hours for Portable Toilets. Cost per Visit.	\$ 15.00
4.	Per Visit	Additional Services on Weekends, Holidays, and After Hours for Portable Restroom Trailers. Cost per Visit.	\$ 350.00
5.	Per Visit	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. Cost per Visit.	\$ 20.00
6.	Per Visit	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. Cost per Visit.	\$ 295.00
7.	Per Visit	Emergency Call Fees (same day) and Service Visit for Portable Toilets on Weekends, Holidays, and After Hours. 4 Hour Response Time. Cost per Visit.	\$ 75.00
8.	Per Visit	Emergency Call Fees (same day) and Service Visit for Portable Restroom Trailers on Weekends, Holidays, and After Hours. 4 Hour Response Time. Cost per Visit.	\$ 350.00
9.	Per Visit	Weekends, Holidays & Afterhours Delivery or Pick Up charge (Unlimited number of toilets, Not trailers). 4 Hour Response Time. Cost per visit.	\$ 250.00

<b>TABLE 2: SECTION 4 – ADDITIONAL SERVICE AND FEES (Continued)</b>			
<b>Item No.</b>	<b>UOM</b>	<b>Description</b>	<b>Total Price</b>
10.	Per Visit	Weekends, Holidays and Afterhours Delivery or Pick Up Charge Restroom Trailer. 4 Hour Response Time. Per Visit.	\$ 375.00
11.	Per Visit	Emergency Delivery or Pick Up Cost (Unlimited number of non-Trailer Portable Toilets) Per Visit.	\$ 250.00
12.	Per Visit	Emergency Delivery or Pick Up Cost for Restroom Trailer. Per Visit.	\$ 350.00
13.	Per Visit	Staking Portable Toilets to the ground. (Perform as needed) Per Visit.	\$ 15.00
14.	Per Visit	Chaining Portable Toilet to a tree post. Per Visit.	\$ 15.00
15.	Per Visit	Moving Fees – Standard Portable Toilets. Cost per Visit.	\$ 15.00
16.	Per Visit	Moving Fees – Standard Portable Toilets with Sink. Cost Per Visit.	\$ 15.00
17.	Per Visit	Moving Fees – Portable Toilet, Flush Unit. Cost per Visit.	\$ 15.00
18.	Per Visit	Moving Fees – 250 Gallon Holding Tank. Cost per Visit.	\$ 250.00
19.	Per Visit	Moving Fees – ADA Portable Toilet. Cost per Visit.	\$ 15.00
20.	Per Visit	Moving Fees – Restroom Trailers. Cost per Visit.	\$ 250.00
21.	Per Visit	Hook Up Fees (Optional 250 Gallon Holding Tank). Cost per Visit.	\$ 75.00
22.	Each	Hand Sanitizer (For Short Term Rentals). Each.	\$ 5.00
23.	Each	Hand Sanitizer (For Long Term Rentals). Each.	\$ 10.00
24.	Per Hour	Labor Cost for Repairs. Cost Per Hour.	\$ 45.00

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”)	0.00 %	N/A

\*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.

**STANDARD**

# PORTABLE RESTROOM

**Our Standard Restroom is our most popular rental solution based on its broad application and features.** It's the perfect fit to provide safe and clean temporary sanitation facilities in a wide range of industries inclusive of construction, industrial, municipal and agriculture sites.

## FEATURES

- ▶ Non-flushing toilet & urinal
- ▶ Spacious 85 cubic foot interior
- ▶ Maximum ventilation
- ▶ Anti-slip flooring
- ▶ Courtesy mirror

## OPTIONAL FEATURES

- ▶ Alcohol-based hand sanitizer
- ▶ Disposable seat covers
- ▶ Containment tray

## SPECIFICATIONS

- ▶ Height: 88"
- ▶ Width: 44"
- ▶ Depth: 48"
- ▶ Capacity: 70 gallons



### NOTE

Slim sink insert available in select geographical areas.



## STAY SAFE, STAY CLEAN WITH USS

Cleaning your portable restrooms to the same standard as any other public restrooms is possible with USS. When you partner with us we'll build a service schedule of twice a week service, or more, to keep your site safe, clean and a positive experience for your patrons.

**1.800.TOILETS / [UnitedSiteServices.com](https://www.unitedsiteservices.com)**

# STANDARD PORTABLE RESTROOM WITH SINK

Our Standard Restroom is our most popular rental solution based on its broad application and features. It's the perfect fit to provide safe and clean temporary sanitation facilities in a wide range of industries inclusive of construction, industrial, municipal and agriculture sites.



## SPECIFICATIONS

- ▶ Height: 88"
- ▶ Width: 44"
- ▶ Depth: 48"
- ▶ Capacity: 70 gallons

## OPTIONAL FEATURES

- ▶ Alcohol-based hand sanitizer
- ▶ Disposable seat covers
- ▶ Containment tray

## FEATURES

- ▶ Non-flushing toilet & urinal
- ▶ Spacious 85 cubic foot interior
- ▶ Maximum ventilation
- ▶ Anti-slip flooring
- ▶ Courtesy mirror
- ▶ Sink inside unit



Slim Sink Insert inside unit



## STAY SAFE, STAY CLEAN WITH USS

Cleaning your portable restrooms to the same standard as any other public restrooms is possible with USS. When you partner with us we'll build a service schedule of twice a week service, or more, to keep your site safe, clean and a positive experience for your patrons.

1.800.TOILETS / [UnitedSiteServices.com](https://www.unitedsiteservices.com)





# FLUSHING RESTROOM



The Flushing Restroom combines the simplicity of the Standard Restroom with the comfort of a flushing toilet with concealed waste tank. Our Flushing Restroom is the ideal economic upgrade for upscale events and perfect for weddings. With more features than our Deluxe Portable Toilets, our flushable portable toilet rental offers an added level of comfort and convenience for guests.

## FEATURES

- ▶ Foot pump flushing toilet
- ▶ Two rolls of toilet tissue
- ▶ Spacious 85 cu. ft interior
- ▶ Maximum ventilation
- ▶ Occupancy indicator privacy
- ▶ Translucent roof for ample lighting
- ▶ Anti-slip flooring surface

## OPTIONAL ENHANCEMENTS

- ▶ Courtesy mirror
- ▶ Coat hook
- ▶ Freshwater sink with hands-free foot pump
- ▶ Fully stocked soap and towel dispensers with sink
- ▶ Disposable paper seat covers
- ▶ Vanity shelving
- ▶ Hand sanitizer

## SPECIFICATIONS

Height: 89"    Depth: 45"  
Width: 44"    Gallons: 70



1.800.TOILETS / [UnitedSiteServices.com](http://UnitedSiteServices.com)

# ADA FREEDOM RESTROOM



ADA Portable restroom engineered for added strength and space, all within a smaller footprint!



## FEATURES

- ▶ Floor design to increase interior space
- ▶ Large door opening
- ▶ Long hand rails provide more stability

## SPECIFICATIONS

- ▶ Height: 90.5"
- ▶ Width: 66"
- ▶ Depth: 86.5"
- ▶ Depth: 86.5"
- ▶ Door Opening: 32.7" x 80.8"
- ▶ Tank Volume: 35 gal.
- ▶ Seat Height: 18.5"

1.800.TOILETS / [UnitedSiteServices.com](http://UnitedSiteServices.com)

# HAND HYGIENE SOLUTIONS

\* Equipment model will vary

**Maintain a safe and healthy site with hand hygiene solutions from USS.** We offer portable sinks and hand sanitizer stations as an easy way to keep hands clean and help prevent the spread of germs and bacteria. Don't worry about restocking; USS will restock supplies and fresh water when servicing your site.

## PORTABLE SINKS

- ▶ Stocked with antibacterial soap, non-potable water and paper towels
- ▶ Foot activated faucet allows both hands to be washed simultaneously
- ▶ Accommodates complete forearm washing



Tag 4



Tag 3



Breeze



Bravo



Tag 2

TYPE	SPECS	TANK SIZE	USES PER SERVICE
<b>Standard (2 Station)</b>			
Tag 3	59"H x 20"W x 29"D	19 Gal	275 washes
Breeze	65"H x 26"W x 19"D	20 Gal	300 washes
Bravo	63"H x 26"W x 21"D	22 Gal	350 washes
Tag 4	59"H x 19"W x 30"D	22 Gal	350 washes
Tag 2	52"H x 22"W x 28"D	24 Gal	375 washes

# HOT/COLD SINK

The self-contained, hot/cold sink is perfect for when you need hot water at a job site or office trailer. Featuring both hot and cold running water and meeting NSF requirements, it's the perfect fit to provide hand hygiene solutions to your employees on site.

The water supply is a standard 115/ VAC bottled water pump that delivers up to 30 psi at 1.0 gpm. The sink is self-contained and no water pumping service is required.

## DIMENSIONS & SPECS

- ▶ **CABINET:**  
30" x 21" x 36"
- ▶ **STAINLESS STEEL SINK:**  
19 1/2" x 11 1/2" x 5 3/4"
- ▶ Water pump fits any 5 gallon spring water bottle
- ▶ Water supply pump is 115/ VAC delivering up to 30 psi at 1.0 gpm
- ▶ 1 gallon 20 amp 110/120 volt hot water heater meeting ASHRAE 90.1 standards
- ▶ Trapped drain connected to a 6 gallon waste water waste tank
- ▶ Unit is GFI protected
- ▶ UL-Listed Electrical
- ▶ Water supply lines, parts used and stainless steel sink bowl meet NSF requirements
- ▶ 6-gallon reserve tank



# HOLDING TANKS

TANKS READY FOR YOUR SITE NEEDS

## WATER HOLDING TANKS

For sites that don't have access to fresh water, United Site Services (USS) offers non-potable water holding tanks. Water holding tanks supply water to sinks giving your employees or customers a way to practice hand hygiene. Commonly used at construction sites without a water source or festivals with multiple restroom trailers.

**CAPACITY:** 100-300 gallons

### ELECTRICAL REQUIREMENTS:

- ▶ Electrical supply installed before water tank can be installed
- ▶ 120-volt/15-amp receptacle located in bathroom within 6' of installation
- ▶ GFCI outlets must be replaced with standard outlet



## INSTALLATION REQUIREMENTS

For both holding and water tanks

- ▶ Minimum of 26"-30" clearance underneath trailer for tank
- ▶ Pipe stub must be exposed a minimum of 4" and set no less than 2" from I-beam
- ▶ There must be sufficient space between the bottom of the ports and the tank inlet to allow for proper water flow upon tank installation
- ▶ 10' maximum run between ports. Beyond 10', a separate tank is recommended
- ▶ Customer is responsible for any excavation and removal of obstructions as needed for proper tank placement

## WASTE HOLDING TANKS

Construction projects and special events come with many challenges, but waste storage shouldn't be one of them. We provide waste holding tank rentals to prevent unwanted odors creeping into your restrooms keeping your portable restrooms fresh. Waste holding tank rentals are popular for construction site office trailers, permanent outdoor business locations and large events such as concerts and fairs.

**CAPACITY:** 100-300 gallons

### LOCATION REQUIREMENTS:

- ▶ Obstruction-free, level ground
- ▶ Accessible for installation & service



PREMIER

# TRAILER SOLUTIONS

At United Site Services, we pride ourselves in providing easy, safe and clean temporary site services for any size project or event. With 100+ locations coast-to-coast and a diverse lineup of restroom trailers ranging in size, features and finishings, we have a solution to provide comfort and ease to your guests no matter the occasion. Also included in our trailer fleet is a line-up of shower trailers, available for your event, job site or emergency response efforts.

## TRAILER OFFERINGS

Our trailers come in different levels to fit your event and budget.

### ▶ PLATINUM

- Elegant & Upgraded
- VIP & Black Tie Events

### ▶ GOLD

- Versatile For Any Occasion

### ▶ SILVER

- Economical
- High Traffic Events/Gatherings

### ▶ VIP SOLAR

- Comprehensive Option
- Small Scale Events/Projects



1.800.TOILETS / [UnitedSiteServices.com](https://www.UnitedSiteServices.com)

## PLATINUM SERIES

ELEGANT AND UPGRADED TRAILERS  
PERFECT FOR VIP AND BLACK-TIE EVENTS

Our Platinum Series combines top-of-the line design elements like private floor to ceiling stalls, premium flooring and stylish countertops with upgraded comfort amenities for your guests.



## GOLD SERIES

VERSATILE OPTION FOR ANY OCCASION  
TO MAKE GUESTS FEEL RIGHT AT HOME

The Gold Series encompasses a fresh, homey look and feel featuring premium wood or tile flooring, faux marble countertops, running water sinks and flushing toilets for ultimate comfort.



## SILVER SERIES

ECONOMICAL OPTION FOR HIGH-TRAFFIC  
PUBLIC EVENTS/GATHERINGS

Our Silver Series offers clean design features and elements including flushing toilets and running water sinks that make this series a crowd pleaser at a great value.



## VIP SOLAR SERIES

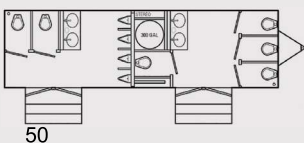
COMPREHENSIVE OPTION FOR  
SMALL-SCALE EVENTS/PROJECTS

The VIP Solar Series comes in a humble design with several size and utility options to choose from that provide an added level of comfort to guests at your event or project.

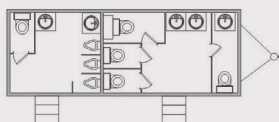


## SAMPLE FLOOR PLANS

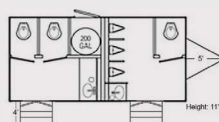
EXTRA LARGE / 9+ Stations



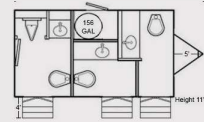
LARGE / 7-8 Stations



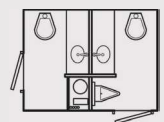
MEDIUM / 5-6 Stations



SMALL / 3-4 Stations



COMPACT / 1-2 Stations





## Marlex® HXM 50100 Polyethylene

Version 1.6

Revision Date 2019-11-05

### SECTION 1: Identification of the substance/mixture and of the company/undertaking

#### Product information

Product Name : Marlex® HXM 50100 Polyethylene  
 Material : 1018745, 1018747, 1070714, 1093199, 1080384, 1086319,  
 1018013, 1018017, 1017207, 1025207, 1018746, 1018748,  
 1019312, 1019315, 1019314, 1019313, 1019310, 1019311,  
 1018749

**Company** : Chevron Phillips Chemical Company LP  
 10001 Six Pines Drive  
 The Woodlands, TX 77380

**Local** : CHEVRON PHILLIPS CHEMICALS ASIA PTE. LTD.  
 C/O DONG WOO CORPORATION  
 #B-2601, JEONGJAIL-RO,  
 BUNDANG-GU, SEONGNAMI-SI,  
 GYEONGGI-DO, 13557  
 SOUTH KOREA  
 Telephone no.: +612-9186-1132

#### Emergency telephone:

##### Health:

866.442.9628 (North America)

1.832.813.4984 (International)

##### Transport:

CHEMTREC 800.424.9300 or 703.527.3887(int'l)

Asia: CHEMWATCH (+612 9186 1132) China: 0532 8388 9090

EUROPE: BIG +32.14.584545 (phone) or +32.14583516 (telefax)

Mexico CHEMTREC 01-800-681-9531 (24 hours)

South America SOS-Cotec Inside Brazil: 0800.111.767 Outside Brazil: +55.19.3467.1600

Argentina: +(54)-1159839431

Responsible Department : Product Safety and Toxicology Group  
 E-mail address : SDS@CPChem.com  
 Website : www.CPChem.com

**MEDICAL APPLICATION CAUTION:** Do not use this material in medical applications involving permanent implantation in the human body or permanent contact with internal body fluids or tissues fluids or tissues.



**Marlex® HXM 50100 Polyethylene**

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Do not use this material in medical applications involving brief or temporary implantation in the human body or contact with internal body fluids or tissues unless the material has been provided directly from Chevron Phillips Chemical Company LP or its legal affiliates under an agreement which expressly acknowledges the contemplated use.

Chevron Phillips Chemical Company LP and its legal affiliates makes no representation, promise, express warranty or implied warranty concerning the suitability of this material for use in implantation in the human body or in contact with internal body fluids or tissues.

**SECTION 2: Hazards identification**

**Classification of the substance or mixture**  
**Standards for classification and labeling of chemical substances and material safety data sheet (ministry of employment and labor public notice No. 2013-37) (GHS 2009)**

**Classification**

This material is not classified as hazardous under the Article 39 Paragraph 1 of the Industrial Safety and Health Act (ISHA). It is not regulated for the MSDS creation and labeling by the provision of Article 41 Paragraph 1 of the ISHA.

**Labeling**

This material is not classified as hazardous under the Article 39 Paragraph 1 of the Industrial Safety and Health Act (ISHA). It is not regulated for the MSDS creation and labeling by the provision of Article 41 Paragraph 1 of the ISHA.

**SECTION 3: Composition/information on ingredients**

Chemical name	CAS-No.	Concentration	KECI Number
Polyethylene Hexene Copolymer	25213-02-9	99 % - 100%	KE-13670

**SECTION 4: First aid measures**

If inhaled	: Move to fresh air in case of accidental inhalation of dust or fumes from overheating or combustion. If symptoms persist, call a physician.
In case of skin contact	: If the molten material gets on skin, quickly cool in water. Seek immediate medical attention. Do not try to peel the solidified material from the skin or use solvents or thinners to dissolve it.
In case of eye contact	: In the case of contact with eyes, rinse immediately with plenty of water and seek medical advice.
If swallowed	: Do not induce vomiting without medical advice.

**SECTION 5: Firefighting measures**

Flash point	: No data available
Autoignition temperature	: No data available

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Suitable extinguishing media	: Water. Water mist. Dry chemical. Carbon dioxide (CO <sub>2</sub> ). Foam. If possible, water should be applied as a spray from a fogging nozzle since this is a surface burning material. The application of high velocity water will spread the burning surface layer. Avoid the use of straight streams that may create a dust cloud and the risk of a dust explosion. Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.
Specific hazards during fire fighting	: Risks of ignition followed by flame propagation or secondary explosions can be caused by the accumulation of dust, e.g. on floors and ledges.
Special protective equipment for fire-fighters	: Use personal protective equipment. Wear self-contained breathing apparatus for firefighting if necessary.
Further information	: This material will burn although it is not easily ignited.
Fire and explosion protection	: Treat as a solid that can burn. Avoid generating dust; fine dust dispersed in air in sufficient concentrations, and in the presence of an ignition source is a potential dust explosion hazard.
Hazardous decomposition products	: Normal combustion forms carbon dioxide, water vapor and may produce carbon monoxide, other hydrocarbons and hydrocarbon oxidation products (ketones, aldehydes, organic acids) depending on temperature and air availability. Incomplete combustion can also produce formaldehyde.

**SECTION 6: Accidental release measures**

Personal precautions	: Sweep up to prevent slipping hazard. Avoid breathing dust. Avoid dust formation.
Environmental precautions	: Do not contaminate surface water. Prevent product from entering drains.
Methods for cleaning up	: Clean up promptly by sweeping or vacuum.
Additional advice	: Dust deposits should not be allowed to accumulate on surfaces, as these may form an explosive mixture if they are released into the atmosphere in sufficient concentration. Avoid dispersal of dust in the air (i.e., clearing dust surfaces with compressed air).

**SECTION 7: Handling and storage****Handling**

Advice on safe handling	: Use good housekeeping for safe handling of the product. Keep out of water sources and sewers.  Spilled pellets and powders may create a slipping hazard.  Electrostatic charge may accumulate and create a hazardous condition when handling this material. To minimize this hazard,
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bonding and grounding may be necessary, but may not by themselves be sufficient. At elevated temperatures (>350°F, >177°C), polyethylene can release vapors and gases, which are irritating to the mucous membranes of the eyes, mouth, throat, and lungs. These substances may include acetaldehyde, acetone, acetic acid, formic acid, formaldehyde and acrolein. Based on animal data and limited epidemiological evidence, formaldehyde has been listed as a carcinogen. Following all recommendations within this SDS should minimize exposure to thermal processing emissions.

Advice on protection against fire and explosion : Treat as a solid that can burn. Avoid generating dust; fine dust dispersed in air in sufficient concentrations, and in the presence of an ignition source is a potential dust explosion hazard.

**Storage**

Requirements for storage areas and containers : Keep in a dry place. Keep in a well-ventilated place.

Advice on common storage : Do not store together with oxidizing and self-igniting products.

**SECTION 8: Exposure controls/personal protection****Engineering measures**

Consider the potential hazards of this material (see Section 2), applicable exposure limits, job activities, and other substances in the work place when designing engineering controls and selecting personal protective equipment. If engineering controls or work practices are not adequate to prevent exposure to harmful levels of this material, the personal protective equipment listed below is recommended. The user should read and understand all instructions and limitations supplied with the equipment since protection is usually provided for a limited time or under certain circumstances.

**Personal protective equipment**

Respiratory protection : No respiratory protection is normally required. If heated material generates vapor or fumes that are not adequately controlled by ventilation, wear an appropriate respirator. Use the following elements for air-purifying respirators: Organic Vapor and Formaldehyde. Use a positive pressure, air-supplying respirator if there is potential for uncontrolled release, exposure levels are not known, or other circumstances where air-purifying respirators may not provide adequate protection. Dust safety masks are recommended when the dust concentration is excessive.

Eye protection : Use of safety glasses with side shields for solid handling is good industrial practice. If this material is heated, wear chemical goggles or safety glasses with side shields or a face shield. If there is potential for dust, use chemical goggles.

Skin and body protection : At ambient temperatures use of clean and protective clothing is good industrial practice. If the material is heated or molten, wear thermally insulated, heat-resistant gloves that are able to

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withstand the temperature of the molten product. If this material is heated, wear insulated clothing to prevent skin contact if engineering controls or work practices are not adequate.

**SECTION 9: Physical and chemical properties****Information on basic physical and chemical properties****Appearance**

Form	: Pellets
Physical state	: Solid
Color	: Opaque
Odor	: Mild to no odor
Odor Threshold	: No data available

**Safety data**

Flash point	: No data available
Lower explosion limit	: Not applicable
Upper explosion limit	: Not applicable
Autoignition temperature	: No data available
Thermal decomposition	: Low molecular weight hydrocarbons, alcohols, aldehydes, acids and ketones can be formed during thermal processing.
pH	: Not applicable
Melting point/range	: 90 - 140 °C (194 - 284 °F)
Melting point/freezing point	Not applicable
Initial boiling point and boiling range	: Not applicable
Vapor pressure	: Not applicable
Relative density	: Not applicable
Density	: 0.91 - 0.97 g/cm <sup>3</sup> Please refer to the Technical Data Sheet (TDS) for more detailed information relating to the nominal physical properties, including density, of this polyethylene resin grade.
Water solubility	: Negligible
Partition coefficient: n-octanol/water	: No data available
Solubility in other solvents	: No data available
Viscosity, dynamic	: Not applicable

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Viscosity, kinematic : Not applicable

Relative vapor density : Not applicable

Evaporation rate : Not applicable

**SECTION 10: Stability and reactivity**

**Reactivity** : This material is considered non-reactive under normal ambient and anticipated storage and handling conditions of temperature and pressure.

**Chemical stability** : This material is considered stable under normal ambient and anticipated storage and handling conditions of temperature and pressure.

**Possibility of hazardous reactions**

**Conditions to avoid** : Avoid prolonged storage at elevated temperature.

**Materials to avoid** : Avoid contact with strong oxidizing agents.

**Thermal decomposition** : Low molecular weight hydrocarbons, alcohols, aldehydes, acids and ketones can be formed during thermal processing.

**Hazardous decomposition products** : Normal combustion forms carbon dioxide, water vapor and may produce carbon monoxide, other hydrocarbons and hydrocarbon oxidation products (ketones, aldehydes, organic acids) depending on temperature and air availability. Incomplete combustion can also produce formaldehyde.

**Other data** : No decomposition if stored and applied as directed.

**SECTION 11: Toxicological information**

**Marlex® HXM 50100 Polyethylene**  
**Acute oral toxicity** : Presumed Not Toxic

**Marlex® HXM 50100 Polyethylene**  
**Acute inhalation toxicity** : Presumed Not Toxic

**Marlex® HXM 50100 Polyethylene**  
**Acute dermal toxicity** : Presumed Not Toxic

**Marlex® HXM 50100 Polyethylene**  
**Skin irritation** : No skin irritation

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**Marlex® HXM 50100 Polyethylene**  
**Eye irritation** : No eye irritation

**Marlex® HXM 50100 Polyethylene**  
**Sensitization** : Did not cause sensitization on laboratory animals.

**Marlex® HXM 50100 Polyethylene**  
**Further information** : This product contains POLYMERIZED OLEFINS. During thermal processing (>350°F, >177°C) polyolefins can release vapors and gases (aldehydes, ketones and organic acids) which are irritating to the mucous membranes of the eyes, mouth, throat, and lungs. Generally these irritant effects are all transitory. However, prolonged exposure to irritating off-gases can lead to pulmonary edema. Formaldehyde (an aldehyde) has been classified as a carcinogen based on animal data and limited epidemiological evidence.

**SECTION 12: Ecological information****Ecotoxicity effects**

Biodegradability : This material is not expected to be readily biodegradable.

Elimination information (persistence and degradability)

Bioaccumulation : Does not bioaccumulate.

Mobility : The product is insoluble and floats on water.

Additional ecological information : This material is not expected to be harmful to aquatic organisms., Fish or birds may eat pellets which may obstruct their digestive tracts.

**Ecotoxicology Assessment**

Short-term (acute) aquatic hazard : This product has no known ecotoxicological effects.

Long-term (chronic) aquatic hazard : This product has no known ecotoxicological effects.

**SECTION 13: Disposal considerations**

The information in this SDS pertains only to the product as shipped.

Use material for its intended purpose or recycle if possible. This material, if it must be discarded, may meet the criteria of a hazardous waste as defined by US EPA under RCRA (40 CFR 261) or other State and local regulations. Measurement of certain physical properties and analysis for regulated components may be necessary to make a correct determination. If this material is classified as a hazardous waste, federal law requires disposal at a licensed hazardous waste disposal facility.

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**SECTION 14: Transport information**

**The shipping descriptions shown here are for bulk shipments only, and may not apply to shipments in non-bulk packages (see regulatory definition).**

Consult the appropriate domestic or international mode-specific and quantity-specific Dangerous Goods Regulations for additional shipping description requirements (e.g., technical name or names, etc.) Therefore, the information shown here, may not always agree with the bill of lading shipping description for the material. Flashpoints for the material may vary slightly between the SDS and the bill of lading.

**US DOT (UNITED STATES DEPARTMENT OF TRANSPORTATION)**

NOT REGULATED AS A HAZARDOUS MATERIAL OR DANGEROUS GOODS FOR TRANSPORTATION BY THIS AGENCY.

**IMO / IMDG (INTERNATIONAL MARITIME DANGEROUS GOODS)**

NOT REGULATED AS A HAZARDOUS MATERIAL OR DANGEROUS GOODS FOR TRANSPORTATION BY THIS AGENCY.

**IATA (INTERNATIONAL AIR TRANSPORT ASSOCIATION)**

NOT REGULATED AS A HAZARDOUS MATERIAL OR DANGEROUS GOODS FOR TRANSPORTATION BY THIS AGENCY.

**ADR (AGREEMENT ON DANGEROUS GOODS BY ROAD (EUROPE))**

NOT REGULATED AS A HAZARDOUS MATERIAL OR DANGEROUS GOODS FOR TRANSPORTATION BY THIS AGENCY.

**RID (REGULATIONS CONCERNING THE INTERNATIONAL TRANSPORT OF DANGEROUS GOODS (EUROPE))**

NOT REGULATED AS A HAZARDOUS MATERIAL OR DANGEROUS GOODS FOR TRANSPORTATION BY THIS AGENCY.

**ADN (EUROPEAN AGREEMENT CONCERNING THE INTERNATIONAL CARRIAGE OF DANGEROUS GOODS BY INLAND WATERWAYS)**

NOT REGULATED AS A HAZARDOUS MATERIAL OR DANGEROUS GOODS FOR TRANSPORTATION BY THIS AGENCY.

**Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code**

**SECTION 15: Regulatory information****Regulation under the Occupational Safety and Health Act**

A Material Safety Datasheet (MSDS) for this product is not required according to article 41 of the ISHA.

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**Notification status**

Europe REACH	:	On the inventory, or in compliance with the inventory
Switzerland CH INV	:	On the inventory, or in compliance with the inventory
United States of America (USA) TSCA	:	On or in compliance with the active portion of the TSCA inventory
Canada DSL	:	All components of this product are on the Canadian DSL
Australia AICS	:	On the inventory, or in compliance with the inventory
New Zealand NZIoC	:	On the inventory, or in compliance with the inventory
Japan ENCS	:	On the inventory, or in compliance with the inventory
Korea KECI	:	A substance(s) in this product was not registered, notified to be registered, or exempted from registration by CPChem according to K-REACH regulations. Importation or manufacture of this product is still permitted provided the Korean Importer of Record has themselves notified the substance.
Philippines PICCS	:	On the inventory, or in compliance with the inventory
China IECSC	:	On the inventory, or in compliance with the inventory
Taiwan TCSI	:	On the inventory, or in compliance with the inventory

**SECTION 16: Other information****Further information**

Legacy SDS Number : 240370

Significant changes since the last version are highlighted in the margin. This version replaces all previous versions.

The information in this SDS pertains only to the product as shipped.

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

**Key or legend to abbreviations and acronyms used in the safety data sheet**

ACGIH	American Conference of Government Industrial Hygienists	LD50	Lethal Dose 50%
AICS	Australia, Inventory of Chemical Substances	LOAEL	Lowest Observed Adverse Effect Level
DSL	Canada, Domestic Substances List	NFPA	National Fire Protection Agency
NDSL	Canada, Non-Domestic Substances List	NIOSH	National Institute for Occupational Safety & Health
CNS	Central Nervous System	NTP	National Toxicology Program
CAS	Chemical Abstract Service	NZIoC	New Zealand Inventory of Chemicals
EC50	Effective Concentration	NOAEL	No Observable Adverse Effect Level
EC50	Effective Concentration 50%	NOEC	No Observed Effect Concentration
EGEST	EOSCA Generic Exposure Scenario Tool	OSHA	Occupational Safety & Health Administration
EOSCA	European Oilfield Specialty Chemicals Association	PEL	Permissible Exposure Limit
EINECS	European Inventory of Existing	PICCS	Philippines Inventory of

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**Marlex® HXM 50100 Polyethylene**

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	Chemical Substances		Commercial Chemical Substances
MAK	Germany Maximum Concentration Values	PRNT	Presumed Not Toxic
GHS	Globally Harmonized System	RCRA	Resource Conservation Recovery Act
>=	Greater Than or Equal To	STEL	Short-term Exposure Limit
IC50	Inhibition Concentration 50%	SARA	Superfund Amendments and Reauthorization Act.
IARC	International Agency for Research on Cancer	TLV	Threshold Limit Value
IECSC	Inventory of Existing Chemical Substances in China	TWA	Time Weighted Average
ENCS	Japan, Inventory of Existing and New Chemical Substances	TSCA	Toxic Substance Control Act
KECI	Korea, Existing Chemical Inventory	UVCB	Unknown or Variable Composition, Complex Reaction Products, and Biological Materials
<=	Less Than or Equal To	WHMIS	Workplace Hazardous Materials Information System
LC50	Lethal Concentration 50%		



## Components and materials of the “Tufway” portable restroom, manufactured by Satellite Industries, Inc.

Compiled September 15<sup>th</sup>, 2020

Side panel	P/N 15450	High molecular weight high density polyethylene
Door and Facings	P/N 15562	High molecular weight high density polyethylene
Impact base	P/N 10034	High molecular weight high density polyethylene
Roof	P/N 16045	High molecular weight high density polyethylene
Tank	P/N 10553	High molecular weight high density polyethylene
Corner molding	P/N 16050	Medium density polyethylene
Toilet seat	P/N 10570	Polypropylene
Urinal	P/N 14119	High molecular weight high density polyethylene
Paper guard hood	P/N 22209	High density polyethylene
Vent pipe	P/N 14133	High density polyethylene
Door latch	P/N 14767	Nylon 6/6
Latch cover	P/N 13415	Polycarbonate
3/8” Plug	P/N 14803	Nylon 6/6
½” Plug	P/N 10161	Nylon 6/6
Rubber washer	P/N 10068	Neoprene rubber
Rubber washer	on P/N 22384	EPDM rubber

Miscellaneous steel hardware, zinc plated (screws, spring, cable)

Miscellaneous stainless steel hardware (hinges, brackets, rivets, washers)

Aluminum rivets

Each plastic part listed here contains a small percentage of pigment and additives which vary by color and material.

Recycled content: The plastic components of our restrooms are not made with recycled “post-consumer” materials. A percentage of the resins used are reground from scrap and trimmings at the molder, but this is not considered “recycled plastic”.

As of the date this document was created, the materials used in the Tufway restroom are as indicated above and are expected to remain as such for the foreseeable future.



Ken Schomburg  
Product Engineering Manager  
Satellite Industries, Inc.

# SAFETY DATA SHEET

Classified in accordance with 29 CFR 1910.1200

## 1. Identification

**Product identifier:** NOVAPOL® Polyethylene**Other means of identification****Common name(s),  
synonym(s):** HDPE, HPLDPE, LDPE, LLDPE, LMDPE, MDPE Polyethylene resins, ethylene  
polymers  
**SDS number:** NOVA-0029C**Recommended use and restriction on use****Recommended use:** Thermoplastic resin extruded into film, sheet or molded into containers and other shapes.**Restrictions on use:** All uses other than the identified.**Manufacturer/Importer/Supplier/Distributor Information****Importer****Company Name:** NOVA Chemicals, Inc.  
**Address:** 1555 Coraopolis Heights Road  
Moon Township, PA, USA 15108  
**Telephone:** Product Information: 1-412-490-4063  
**SDS Information Email:** [msdsemail@novachem.com](mailto:msdsemail@novachem.com)**Emergency telephone number:**1-800-561-6682, 1-403-314-8767 (NOVA Chemicals) (24 hours)  
1-800-424-9300 (CHEMTREC-USA) (24 hours)

## 2. Hazard(s) identification

**Hazard Classification****OSHA hazard(s)**

Combustible dust

**Label Elements****Hazard Symbol:** No symbol**Signal Word:** Warning**Hazard Statement:** *If small particles are generated during further processing, handling or by other means, may form combustible dust concentrations in air.***Precautionary Statements:****Prevention:** Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking. Ground and bond container and receiving equipment. Use explosion-proof [electrical/ventilating/lighting] equipment. Wash hands thoroughly after handling. Use only outdoors or in a well-ventilated area. Avoid release to the environment. Wear protective gloves/protective clothing/eye protection/face protection. [In case of inadequate ventilation] wear respiratory protection.**Response:** IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. Get

medical advice/attention. IF ON SKIN: Wash with plenty of water/soap. If skin irritation occurs: Get medical advice/attention. IF INHALED: Remove person to fresh air and keep comfortable for breathing. IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

**Storage:** Store in accordance with local/regional/national regulations. Protect from sunlight.

**Disposal:** Dispose of contents/container in accordance with local/regional/national/international regulations. Refer to manufacturer or supplier for information on recovery or recycling.

**Other hazards which do not result in GHS classification:** Spilled product may create a dangerous slipping hazard.

### 3. Composition/information on ingredients

#### Mixtures

**Composition Comments:** The components are not hazardous or are below required disclosure limits.

### 4. First-aid measures

**Inhalation:** IF INHALED: Remove person to fresh air and keep comfortable for breathing. Get medical advice/attention.

**Ingestion:** IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. Get medical advice/attention.

**Skin Contact:** IF ON SKIN: Wash with plenty of water/soap. If skin irritation occurs: Get medical advice/attention.

**Eye contact:** IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Get medical advice/attention.

#### Most important symptoms/effects, acute and delayed

**Symptoms:** Thermal burns. Respiratory irritation. Mechanical irritation.

#### Indication of immediate medical attention and special treatment needed

**Treatment:** After adequate first aid, no further treatment is required unless symptoms reappear. Burns should be treated as thermal burns. Molten resin will come off as healing occurs; therefore, immediate removal from the skin is not necessary. Treatment should be directed at the control of symptoms and the clinical condition of the patient. No adverse effects due to ingestion are expected.

### 5. Fire-fighting measures

**General Fire Hazards:** Polyethylene is a noncombustible solid, but dusts may form explosive mixtures in air. Product will burn at high temperatures but is not considered flammable. Under fire conditions, product will readily burn and emit irritating smoke.

#### Suitable (and unsuitable) extinguishing media

**Suitable extinguishing media:** Water fog or water spray. Small fires: Dry chemical, carbon dioxide (CO<sub>2</sub>) or foam.

**Unsuitable extinguishing media:**

Avoid water in straight hose stream; will scatter and spread fire.

**Specific hazards arising from the chemical:**

Upon heating, polyethylene may emit various oligomers, waxes and oxygenated hydrocarbons as well as carbon dioxide, carbon monoxide and small amounts of other organic vapors (e.g. aldehydes, acrolein). Inhalation of these decomposition products may be hazardous. Powdered material may form explosive dust-air mixtures. Risk of dust-air explosion is increased if flammable vapors are also present. Static discharge: material can accumulate static charges which may cause an incendiary electrical discharge.

**Special protective equipment and precautions for fire-fighters****Special fire-fighting procedures:**

Keep upwind. Keep unauthorized personnel away. Move containers from fire area if you can do so without risk. Fight fire from maximum distance or use unmanned holders or monitor nozzles. Apply extinguishing media carefully to avoid creating airborne dust. Fine dust dispersed in air in sufficient concentrations, and in the presence of an ignition source is a potential dust explosion hazard. Water may be used to flood the area. Use water spray to cool fire exposed surfaces and to protect personnel. Avoid inhaling any smoke and combustion materials. Remove and isolate contaminated clothing and shoes. Prevent runoff from fire control or dilution from entering streams, sewers, or drinking water supply.

**Special protective equipment for fire-fighters:**

Wear positive pressure self-contained breathing apparatus (SCBA).

**6. Accidental release measures****Personal precautions, protective equipment and emergency procedures:**

Isolate area. Alert stand-by emergency and fire-fighting personnel. Wear appropriate personal protective equipment. For additional information, refer to Section 8.

**Methods and material for containment and cleaning up:**

Avoid standing or walking on spilled product. Spilled product may create a dangerous slipping hazard. In case of leakage, eliminate all ignition sources. Stop leak if safe to do so. Dust deposits should not be allowed to accumulate on surfaces, as these may form an explosive mixture if they are released into the atmosphere in sufficient concentration. Avoid dispersal of dust in the air (i.e., clearing dust surfaces with compressed air). Use appropriate tools to put the spilled solid in an appropriate disposal or recovery container. Use non-sparking tools. Recover and reclaim or recycle, if practical.

**Environmental Precautions:**

Prevent entry into waterways, sewer, basements or confined areas.

**7. Handling and storage****Precautions for safe handling:**

Keep away from uncontrolled heat and incompatible materials. Wash hands thoroughly after handling. Minimize dust generation and accumulation. Routine housekeeping should be instituted to ensure that dusts do not accumulate on surfaces. Dry powders can build static electricity charges when subjected to the friction of transfer and mixing operations. Provide adequate precautions, such as electrical grounding and bonding, or inert atmospheres. Ground all material handling and transfer equipment. For additional information on control of static and minimizing potential dust and fire hazards, refer to NFPA-654, "Standard for the Prevention of Fire and Dust Explosions from the Manufacturing, Processing and Handling of Combustible Particulate Solids", current edition. Use in a well-ventilated area. Wear eye protection/protective gloves as needed/wear full face-shield during thermal processing if contact with molten material is possible/wear

respirator if dusty. Spilled product may create a dangerous slipping hazard. Avoid release to the environment.

**Conditions for safe storage, including any incompatibilities:**

Store in accordance with all current regulations and standards. Storage area should be clearly identified, well-illuminated and clear of obstruction. Store in closed, grounded and properly designed vessels. Keep away from uncontrolled heat and incompatible materials. Protect from sunlight. Outdoor storage of product in bags requires protection from ultra-violet sunlight by use of a UV stabilized bag or alternate means. Avoid accumulation of dust by frequent cleaning and suitable construction of storage and handling areas. Keep shovels and vacuum systems readily available for cleanup of loose material. DO NOT enter filled bulk containers and attempt to walk over product, due to risk of slipping and possible suffocation. Use a fall arrest system when working near open bulk containers.

## 8. Exposure controls/personal protection

### Control Parameters

#### Occupational Exposure Limits

During dusty conditions ACGIH recommends for Particles (insoluble or poorly soluble) not otherwise specified a TWA of 10 mg/m<sup>3</sup> (inhalable particles), 3 mg/m<sup>3</sup> TWA (respirable particles); OSHA recommends for Nuisance particulates a TWA of 15 mg/m<sup>3</sup> (total dust), 5 mg/m<sup>3</sup> TWA (respirable fraction).

### Appropriate Engineering Controls

Engineering methods to reduce hazardous exposure are preferred controls. Methods include mechanical ventilation (dilution and local exhaust) process or personal enclosure, remote and automated operation, control of process conditions, leak detection and repair systems, and other process modifications. Ensure that dust-handling systems (such as exhaust ducts, dust collectors, vessels, and processing equipment) are designed in a manner to prevent the escape of dust into the work area (i.e., there is no leakage from the equipment). Ensure all exhaust ventilation systems are discharged to outdoors, away from air intakes and ignition sources. Supply sufficient replacement air to make up for air removed by exhaust systems. Administrative (procedure) controls and use of personal protective equipment may also be required.

It is recommended that all dust control equipment such as local exhaust ventilation and material transport systems involved in handling of this product contain explosion relief vents or an explosion suppression system or an oxygen-deficient environment. Use only appropriately classified electrical equipment and powered industrial trucks.

### Individual protection measures, such as personal protective equipment

**General information:** Personal protective equipment (PPE) should not be considered a long-term solution to exposure control. Employer programs to properly select, fit, maintain and train employees to use equipment must accompany PPE. Consult a competent industrial hygiene resource, the PPE manufacturer's recommendation, and/or applicable regulations to determine hazard potential and ensure adequate protection.

**Eye/face protection:** Safety glasses. Wear a face shield when working with molten material.

#### Skin Protection

##### Hand Protection:

Wear gloves to protect against thermal burns.

##### Skin and Body Protection:

Wear appropriate clothing to prevent any possibility of skin contact. Wear work clothes with long sleeves and pants. Safety footwear with good traction is recommended to help prevent slipping. Static Dissipative (SD)

rated footwear is also recommended.

**Respiratory Protection:** Appropriate NIOSH approved air-purifying respirator or self-contained breathing apparatus should be used. Supplied air breathing apparatus must be used when oxygen concentrations are low or if airborne concentrations exceed the limits of the air-purifying respirators.

**Hygiene measures:** Use effective control measures and PPE to maintain worker exposure to concentrations that are below these limits. Ensure that eyewash stations and safety showers are in close proximity to work locations.

## 9. Physical and chemical properties

### Appearance

<b>Physical state:</b>	solid
<b>Form:</b>	Pellets or Granular powder
<b>Color:</b>	white / colorless / translucent
<b>Odor:</b>	Minimal, Mild
<b>Odor Threshold:</b>	No data available.
<b>pH:</b>	not applicable
<b>Melting point/freezing point:</b>	105 - 135 °C (221 - 275 °F) (Melting Point) 85 - 127 °C (185 - 261 °F) (Softening point)
<b>Initial boiling point and boiling range:</b>	not applicable
<b>Flash Point:</b>	not applicable
<b>Evaporation rate:</b>	not applicable
<b>Flammability (solid, gas):</b>	May form combustible dust concentrations in air [if small particles are generated during further processing, handling or by other means.]

### Upper/lower limit on flammability or explosive limits

<b>Flammability Limit - Upper (%):</b>	not applicable
<b>Flammability Limit - Lower (%):</b>	not applicable
<b>Vapor pressure:</b>	not applicable
<b>Vapor density:</b>	not applicable
<b>Density:</b>	905 - 965 kg/m <sup>3</sup>
<b>Relative density:</b>	0.905 - 0.965
<b>Solubility(ies)</b>	
<b>Solubility in water:</b>	Insoluble in water
<b>Solubility (other):</b>	No data available.
<b>Partition coefficient (n-octanol/water):</b>	not applicable
<b>Auto-ignition temperature:</b>	No data available.
<b>Decomposition temperature:</b>	> 300 °C (> 572 °F)
<b>Viscosity:</b>	not applicable

### Other information

<b>Explosive properties:</b>	No data available.
<b>Oxidizing properties:</b>	not applicable

## 10. Stability and reactivity

<b>Reactivity:</b>	Contact with incompatible materials. Sources of ignition. Exposure to heat.
<b>Chemical Stability:</b>	Material is stable under normal conditions.
<b>Possibility of hazardous reactions:</b>	Hazardous polymerization not likely to occur.



<b>Conditions to avoid:</b>	Avoid exposing to extended periods of heat and contact with strong oxidizing substances.
<b>Incompatible Materials:</b>	Strong oxidizing agents. Organic solvents, ether, gasoline, lubricating oils, chlorinated hydrocarbons and aromatic hydrocarbons may react with and degrade polyethylene. Powdered material may form explosive dust-air mixtures. Risk of dust-air explosion is increased if flammable vapors are also present.
<b>Hazardous Decomposition Products:</b>	Upon decomposition, polyethylene may emit various oligomers, waxes and oxygenated hydrocarbons as well as carbon dioxide, carbon monoxide and small amounts of other organic vapors (e.g. aldehydes, acrolein). Inhalation of these decomposition products may be hazardous.

## 11. Toxicological information

### Information on likely routes of exposure

<b>Inhalation:</b>	During processing, thermal fumes and inhalation of fine particles may cause respiratory irritation.
<b>Ingestion:</b>	Ingestion of this product is not a likely route of exposure.
<b>Skin Contact:</b>	During processing, contact with powder or fines may cause mechanical irritation. Molten material will produce thermal burns.
<b>Eye contact:</b>	During processing, contact with powder or fines may cause mechanical irritation. Molten material will produce thermal burns.

### Symptoms related to the physical, chemical and toxicological characteristics

<b>Inhalation:</b>	Respiratory irritation.
<b>Ingestion:</b>	No adverse effects due to ingestion are expected.
<b>Skin Contact:</b>	Mechanical irritation. Thermal burns. Negligible irritation of the skin based on chemical structure (polymer).
<b>Eye contact:</b>	Mechanical irritation. Thermal burns. May cause mild, short-lasting discomfort to eyes.

### Information on toxicological effects

#### Acute toxicity (list all possible routes of exposure)

<b>Oral Product:</b>	LD 50: > 5,000 mg/kg (estimated)
<b>Dermal Product:</b>	Not classified for acute toxicity based on available data.
<b>Inhalation Product:</b>	Not classified for acute toxicity based on available data.

**Repeated dose toxicity Product:** No data available.

**Skin Corrosion/Irritation Product:** No data available.

**Serious Eye Damage/Eye Irritation****Product:** No data available.**Respiratory or Skin Sensitization****Product:** No data available.**Carcinogenicity****Product:** Not classified**IARC Monographs on the Evaluation of Carcinogenic Risks to Humans:**

No carcinogenic components identified

**US. National Toxicology Program (NTP) Report on Carcinogens:**

No carcinogenic components identified

**US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050), as amended:**

No carcinogenic components identified

**Germ Cell Mutagenicity****In vitro****Product:** There are no known or reported genetic effects.**In vivo****Product:** There are no known or reported genetic effects.**Reproductive toxicity****Product:** There are no known or reported reproductive effects.**Specific Target Organ Toxicity - Single Exposure****Product:** No data available.**Specific Target Organ Toxicity - Repeated Exposure****Product:** No data available.**Aspiration Hazard****Product:** Not classified.**Other effects:** No data available.**12. Ecological information****General information:**

NOVAPOL® resins are expected to be inert in the environment. They float on water and are not biodegradable. They are not expected to bioconcentrate (accumulate in the food chain) due to their high molecular weight. NOVAPOL® resins are not expected to be toxic if ingested but may represent a choking hazard if ingested by waterfowl or aquatic life.

**Ecotoxicity:****Acute hazards to the aquatic environment:****Fish****Product:** LC 50 (96 h): > 100 mg/l**Aquatic Invertebrates****Product:** EC 50 (Daphnia magna, 48 h): > 100 mg/l**Toxicity to Aquatic Plants****Product:** EC 50 (72 h): > 100 mg/l

**Chronic hazards to the aquatic environment:**

**Fish**  
Product: NOEC : > 100 mg/l

**Aquatic Invertebrates**  
Product: NOEC : > 100 mg/l

**Toxicity to Aquatic Plants**  
Product: NOEC : > 100 mg/l

**Persistence and Degradability**

**Biodegradation**  
Product: Not readily degradable. Under optimal oxidation conditions, >99% of polyethylene will remain intact after exposure to microbial actions. Product will slowly change (embrittle) in the presence of sunlight, but will not fully breakdown. Product buried in landfill has been found to be stable over time. No toxic degradation products are known to be produced.

**BOD/COD Ratio**  
Product: No data available.

**Bioaccumulative potential  
Bioconcentration Factor (BCF)**

Product: Polyethylene resins may accumulate in the digestive systems of birds and aquatic life, causing injury and possible death due to starvation.

**Partition Coefficient n-octanol / water (log Kow)**  
Product: not applicable

**Mobility in soil:** Biologically persistent. This product has not been found to migrate through soils.

**Other adverse effects:** Polyethylene resins are persistent in aquatic and terrestrial systems.

**13. Disposal considerations**

**Disposal instructions:** Dispose of contents/container to an appropriate treatment and disposal facility in accordance with applicable laws and regulations, and product characteristics at time of disposal. Preferred disposal methods for polyethylene in order of preference are: 1) clean and reuse if possible, 2) recover and resell through plastic recyclers or resin brokers, 3) incinerate with waste heat recovery and 4) landfill. DO NOT ATTEMPT TO DISPOSE OF BY UNCONTROLLED INCINERATION. Open burning of plastics at landfills should not be undertaken.

**Contaminated Packaging:** Check local, federal and state environmental regulations prior to disposal.

**14. Transport information**

**DOT**  
Not regulated.

**IATA**  
Not regulated.

**IMDG**  
Not regulated.

**15. Regulatory information****US Federal Regulations****TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)**

None present or none present in regulated quantities.

**US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050), as amended**

None present or none present in regulated quantities.

**CERCLA Hazardous Substance List (40 CFR 302.4):**

None present or none present in regulated quantities.

**Superfund Amendments and Reauthorization Act of 1986 (SARA)****Hazard categories**

Combustible dust

**US. EPCRA (SARA Title III) Section 304 Extremely Hazardous Substances Reporting Quantities and the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Hazardous Substances**

None present or none present in regulated quantities.

**US. EPCRA (SARA Title III Section 313 Toxic Chemical Release Inventory (TRI) Reporting**

None present or none present in regulated quantities.

**Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130):**

None present or none present in regulated quantities.

**Clean Water Act Section 311 Hazardous Substances (40 CFR 117.3)**

None present or none present in regulated quantities.

**US State Regulations****US. California Proposition 65**

No ingredient requiring a warning under CA Prop 65.

**Inventory Status**

Canada DSL Inventory List: On or in compliance with the inventory

US TSCA Inventory: On or in compliance with the inventory

**16. Other information, including date of preparation or last revision****Issue Date:** 05/17/2023**Revision Information:** 05/17/2023: SDS Update – phrase edits  
05/25/2022: SDS Update – address updated  
10/25/2019: SDS Update – phrase edits, section 15 updates  
02/20/2018: New SDS**Version #:** 1.2**Abbreviations and acronyms:** ACGIH = American Conference of Governmental Industrial Hygienists; BOD = Biochemical Oxygen Demand; CAS = Chemical Abstracts Service; CERCLA = Comprehensive Environmental Response, Compensation, and Liability Act; CFR = Code of Federal Regulations; DOT = Department of Transportation; EPA = Environmental Protection Agency; FDA = Food and Drug Administration; GHS = Globally Harmonized System for the Classification and Labelling of Chemicals; IARC = International Agency for Research on Cancer; IATA = International Air Transport Association ICAO = International Civil Aviation Organization; IMDG = International Maritime Dangerous Goods; Kow = Octanol/water partition coefficient; LD50 = Lethal Dose 50%; NJTSR = New Jersey Trade Secret Registry; NTP = National Toxicology Program; OSHA = Occupational Safety and Health Administration; PPE = Personal Protective Equipment; RCRA =

Resource Conservation and Recovery Act; SARA = Superfund Amendments and Reauthorization Act; SCBA = Self Contained Breathing Apparatus; SDS = Safety Data Sheet; SEPA = State Environmental Protection Administration; TSCA = Toxic Substances Control Act; TWA = Time Weighted Average

**Further Information:**

Exposure to the Hazardous Combustion and Decomposition Products as described in the SDS, Sections 5 and 10, may be linked with various acute and chronic health effects. These effects include irritation of eyes and upper respiratory tract primarily from the aldehydes, breathing difficulties, systemic toxicity such as liver, kidney, and central nervous system effects.

NOVA Chemicals has monitored worker exposures to emissions during commercial-scale processing of polyethylene. Concentrations of hazardous decomposition products were determined to be well below established exposure limits in the workplace. "Quantitation of Employee Exposure to Emission Products Generated By Commercial-Scale Processing of Polyethylene" is available in the Am. Ind. Hyg. Assoc. J. 56:809-814 (1995) and "Quantification of Emission Compounds Generated During Commercial-Scale Processing of Advanced SCLAIRTECH™ Polyethylene" is available in the Journal of Plastic Film & Sheeting Volume 26 Issue 2, April 2010.

For information on ventilation considerations for the control of volatile air contaminants from polyethylene, please request a copy of NOVA Chemicals' publication, "Ventilation Guidelines for Heat-Processing Polyethylene Resins".

For additional information on unloading hopper cars containing plastic resins, refer to NOVA Chemicals' publication, "Hopper Car Unloading Guide".

For information on processing properties, selection of NOVAPOL resin grades, refer to the NOVAPOL Product Data Sheets available on our web site, under Products & Applications: <http://www.novachemicals.com>.

For additional information on preventing polyethylene resin loss, refer to published plastic industry publications and resources under Operation Clean Sweep® product stewardship program; now downloadable from the web at <http://www.opcleansweep.org/>.

Polyethylene fines and dust particles are listed as a Class I combustible dust by the National Fire Protection Association (see NFPA-68, Table F.1 (e)). For additional information on control of static and minimizing potential dust and fire hazards, refer to NFPA-654, "Standard for the Prevention of Fire and Dust Explosions from the Manufacturing, Processing and Handling of Combustible Particulate Solids", current edition.

Explosivity testing was done on one NOVAPOL® LLDPE, one LDPE and one HDPE resins with Pmax = 4.8-5.7 bar, Kst = 12-17 (bar m/s) and Minimum Ignition Energy (MIE) = 1000-10,000; dust explosion class = St 1; this data was obtained for polyethylene with a final particle size of 100% <250 um and moisture content between 0 and 0.2%. Similar results are expected for the remaining NOVAPOL® polyethylene resin grades.

For NOVAPOL resin grade specific information including food contact compliance statements, please contact your sales representative or refer to NOVA Chemicals' polyethylene Product Data Sheets.

**Disclaimer:**

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**PARTY SOURCES.**

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**Operation Clean Sweep® is a registered service mark of Plastics Industry Association, Inc.**

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# Component - Plastics

File Number: E349283

CHEVRON PHILLIPS CHEMICAL CO L P  
10001 SIX PINES DR  
THE WOODLANDS, TX 77380-1498 United States



## HXM50100

High Density Polyethylene (HDPE), pellets

Flammability	Value	Test Method
Flame Rating		
1.5 mm, NC	HB	UL 94
1.5 mm, NC	HB75	IEC 60695-11-10, -20
Thermal	Value	Test Method
RTI Elec (1.5 mm)	50.0 °C	UL 746
RTI Imp (1.5 mm)	50.0 °C	UL 746
RTI Str (1.5 mm)	50.0 °C	UL 746

**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:**

Invitation to Bid (ITB) for As-Needed Citywide  
 Rental of Portable Toilets, Other Site Rentals, and Services

**B. BIDDER/PROPOSER INFORMATION:**

United Site Services of California, Inc.

Legal Name	San Diego	DBA	
7910 Othello Ave	City	CA	92111
Street Address	(760) 445-6086	State	Zip
Ahna Covell, Government Municipality Specialist	Phone	N/A	
Contact Person, Title		Fax	

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

\* The precise nature of the interest includes:

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



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

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

Ahna Covell	Account Manager
Name	Title/Position
Chula Vista, CA	United Site Services
City and State of Residence	Employer (if different than Bidder/Proposer)
Employee of USS	
Interest in the transaction	

Jim O'Connell	Director of Sales
Name	Title/Position
Carlsbad, CA	United Site Services
City and State of Residence	Employer (if different than Bidder/Proposer)
Employee of USS	
Interest in the transaction	

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

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

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

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

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

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

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

**C. OWNERSHIP AND NAME CHANGES:**

1. In the past five (5) years, has your firm changed its name?  
 Yes       No

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

2. Is your firm a non-profit?  
 Yes       No

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

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?  
 Yes       No

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

**D. BUSINESS ORGANIZATION/STRUCTURE:**

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

**Corporation** Date incorporated: 03/30/2004 State of incorporation: CA

List corporation's current officers: President: James Hyman  
Vice Pres: Jeff Dunlop  
Secretary: Jeff Dunlop  
Treasurer: John Hafferty

Type of corporation: C  Subchapter S

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

If **Yes**, after what date: 03/30/2004

Is your firm a publicly traded corporation?  Yes  No

If **Yes**, how and where is the stock traded? N/A

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

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	<u>N/A</u>	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

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

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

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Partnership** Date formed: N/A State of formation: \_\_\_\_\_

List names of all firm partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sole Proprietorship** Date started: N/A

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: N/A

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

N/A

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

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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

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

Name of Bank: JP Morgan Chase

Point of Contact: Terrica Kirk

Address: 700 N Pearl St, Floor 15, Dallas, TX 75201

Phone Number: (214) 965-4071

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

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

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

Business Tax Certificate No.: B2016010165 Year Issued: 2023

**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 - Homeless Shelters

Contact Name and Phone Number: Brent Krohn (619) 236-6044

Contact Email: bkrohn@sandiego.gov

Address: 1200 Third Ave Suite 200, San Diego, CA 92101

Contract Date: 2018 to 2023

Contract Amount: 3M+

Requirements of Contract: Providing Showers for the Homeless

Company Name: City of San Diego Sanitation

Contact Name and Phone Number: Lisa Hoffman (619) 236-6096

Contact Email: lhoffman@sandiego.gov

Address: 1200 Third Ave Suite 200, San Diego, CA 92101

Contract Date: 2006 to current

Contract Amount: 8M+

Requirements of Contract: Providing Portable Sanitation Solutions (i.e. toilets) all over the City

Company Name: County of San Diego

Contact Name and Phone Number: Kelly San Martin (619) 753-3036

Contact Email: kelly.sanmartin@sdcounty.ca.gov

Address: 5560 Overland Ave Suite 270, San Diego, CA 92123

Contract Date: 2018 to 2023

Contract Amount: 8M+

Requirements of Contract: Providing Portable Sanitation Solutions (i.e. toilets) and Temporary Fence all over the City

**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 # N/A

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # no
- b. Woman or Minority Owned Business Enterprise Certification # no
- c. Disadvantaged Business Enterprise Certification # no

**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: 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.

**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 01/16/2020.

**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.**

Jeff Dunlop, Vice President

9 Aug 24

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

Section F #4: United Site Services of California, Inc. reached a final settlement with the City of San Diego on May 9, 2022, regarding a claim for fraudulent business practices of pricing greater than 10 percent under the Covid-19 State of Emergency. Case No.: 37-2022-00017432-CU-BT-CTL is available under public record.

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.

Jeff Dunlop, Vice President

Print Name, Title

9 Aug 24

Signature

Date

**EQUAL OPPORTUNITY CONTRACTING (EOC)**

1200 Third Avenue, Suite 200 • San Diego, CA 92101  
Phone: (619) 236-6000 • Fax: (619) 236-5904

**BB. WORK FORCE REPORT**

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

**NO OTHER FORMS WILL BE ACCEPTED  
CONTRACTOR IDENTIFICATION**

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

Name of Company: United Site Services of California, Inc.

ADA/DBA: N/A

Address (Corporate Headquarters, where applicable): 118 Flanders Rd, Suite 1000

City: Westborough County: Worcester State: MA Zip: 01581

Telephone Number: 760-445-6086 Fax Number: N/A

Name of Company CEO: James Hyman

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

Address: 7910 Othello Ave

City: San Diego County: San Diego State: CA Zip: 92111

Telephone Number: 760-445-6086 Fax Number: N/A Email: Govteam@unitedsiteservices.com

Type of Business: Sanitation and Site Services Type of License: Contractor - State of California

The Company has appointed: Carlos Gallardo

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

Address: 118 Flanders Rd, Suite 1000, Westborough MA, 01581

Telephone Number: 442-320-0068 Fax Number: N/A Email: carlos.gallardo@unitedsiteservices.com

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

*Check the box above that applies to this WFR.*

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

I, the undersigned representative of United Site Services of California, Inc.

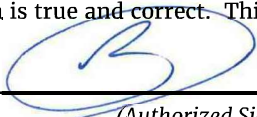
(Firm Name)

San Diego, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 12th day of August, 2024



(Authorized Signature)

Jeff Dunlop

(Print Authorized Signature Name)

**WORK FORCE REPORT – Page 2**

NAME OF FIRM: United Site Services of California, Inc. DATE: 12 Aug 24

OFFICE(S) or BRANCH(ES): San Diego Branch Office COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			2		1									
Professional														
A&E, Science, Computer														
Technical														
Sales			1								7	1		
Administrative Support				3										
Services														
Crafts														
Operative Workers	6		43								8			
Transportation														
Laborers*														

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

Totals Each Column	6		46	3	1						15	1		
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**Grand Total All Employees** 72.00

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

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**WORK FORCE REPORT – Page 3**

NAME OF FIRM: United Site Services of California, Inc.

DATE: 12 Aug 24

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

COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

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

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

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

Totals Each Column														
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**Grand Total All Employees**

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

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










# Contract No. 10090153-25-D As-Needed Rental of Portable Toilets (MPTPDF)

Final Audit Report

2024-10-08

Created:	2024-10-07
By:	Damian Singleton (dsingleton@sandiego.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA68kp_sMKrei5iCB9JqFb2kOgRk8QzRwf

## "Contract No. 10090153-25-D As-Needed Rental of Portable Toilets (MPTPDF)" History

-  Document created by Damian Singleton (dsingleton@sandiego.gov)  
2024-10-07 - 8:27:15 PM GMT- IP address: 156.29.5.177
-  Document emailed to Claudia Abarca (CAbarca@sandiego.gov) for signature  
2024-10-07 - 8:32:08 PM GMT
-  Email viewed by Claudia Abarca (CAbarca@sandiego.gov)  
2024-10-07 - 8:38:36 PM GMT- IP address: 156.29.5.177
-  Document e-signed by Claudia Abarca (CAbarca@sandiego.gov)  
Signature Date: 2024-10-07 - 8:40:49 PM GMT - Time Source: server- IP address: 156.29.5.177
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-  Signer mgarland@sandiego.gov entered name at signing as Michelle Garland  
2024-10-08 - 5:19:26 PM GMT- IP address: 156.29.5.191
-  Document e-signed by Michelle Garland (mgarland@sandiego.gov)  
Signature Date: 2024-10-08 - 5:19:28 PM GMT - Time Source: server- IP address: 156.29.5.191
-  Agreement completed.  
2024-10-08 - 5:19:28 PM GMT