

Multiple Award Contract

Vendor 1



**REGIONAL COOPERATIVE AGREEMENT (RCA)
CONTRACT RCA-017-18010045
BETWEEN
COUNTY OF ORANGE/COUNTY PROCUREMENT OFFICE
AND
REMIGIO CASTRO DBA 3 STARS SITE SERVICES
FOR
PORTABLE TOILETS/SHOWERS AND OTHER SITE RENTALS AND SERVICES**

This Contract, hereinafter referred to as “Contract”, is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California; hereinafter “County” and Remigio Castro DBA 3 Stars Site Services with a place of business at 2210 South Susan Street, Santa Ana, CA 92704, hereinafter referred to as “Contractor”, which are sometimes individually referred to as “Party” or collectively referred to as “Parties”;

ATTACHMENTS

This Contract is comprised of these documents and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work

Attachment B – Fees

Attachment C – Compensation and Payment Terms

RECITALS

WHEREAS, Contractor and County are entering into this Contract for **Portable Toilets/Showers and other site rentals and services** under a firm fixed fee Contract; and

WHEREAS, County solicited Contract for **Portable Toilets/showers and other site rentals and services** as set forth herein, and Contractor represented that it is qualified to provide **Portable Toilets/Showers and other site rentals and services** to the County as further set forth here; and

WHEREAS, Contractor agrees to provide **Portable Toilets/Showers and other site rentals and services** to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Prices, attached hereto as Attachment B; and

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than

those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.

- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County: 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance Requirements:** Prior to the provision of services under this contract, Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of

coverage required by County from Contractor under this contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor, and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County’s Risk Manager, or designee, upon review of Contractor’s current audited financial report. If Contractor’s SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor’s, its agents, employee’s or subcontractor’s performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor’s duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and Contractor’s SIR provision shall be interpreted as though Contractor was an insurer and the County was the insured.

If Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best’s Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best’s Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company’s performance and financial ratings.

The policy or policies of insurance maintained by Contractor shall provide the minimum limits and coverage as set forth below:

COVERAGE	MINIMUM LIMITS
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Pollution Liability	\$1,000,000 per claims-made or per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange, its elected and appointed officials, officers, employees and agents*** as Additional Insureds, or provide blanket coverage, which will state ***As Required By Written Contract***.
- 2) A primary non-contributing endorsement using ISO Form CG 20 01 04 13, or a form at least as broad evidencing that Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Pollution Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the ***County of Orange, its elected and appointed officials, officers, employees and agents*** as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, employees and agents***, or provide blanket coverage, which will state ***As Required By Written Contract***.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG-001 policy).

If Contractor's Pollution Liability policy is a claims-made policy, Contractor shall agree to maintain coverage for two (2) years following completion of contract.

Insurance certificates should be forwarded to the department address listed on the solicitation.

If Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this contract. Any increase or decrease in

insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.
- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Freight:** Prior to the County's express acceptance of delivery of products, Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions

hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

County reserves the right to audit and verify Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to the County's project manager.

- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. **Expenditure Limit:** Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure **Portable Toilets/Showers and Other Site Rental and Services** from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence on **July 1, 2018** and continue to be effective through and including **June 30, 2023**, unless otherwise terminated by County. This Contract is non-renewable. The County does not have to give a reason if it elects not to renew or extend.
3. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
4. **Breach of Contract:** The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Section K herein;
 - b) Afford Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Contractor for and during the period in which Contractor is in breach; and
 - d) Offset against any monies billed by Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
5. **Cal-OSHA Vehicle Regulation:** All vehicles must meet California Motor Vehicle and Cal-OSHA regulations and all other applicable codes required for vehicle use on the roads or highways in the state of California.

6. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
7. **Conditions affecting work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
8. **Conflict of Interest – Contractor’s Personnel:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to Contractor; Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
9. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
10. **Contractor Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor’s employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
11. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

Contractor’s Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County’s Project Manager shall have the right to require the removal and replacement of Contractor’s Project Manager from providing services to the County under this Contract. The County’s Project manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within five (5) business days after written notice by the County’s Project Manager. The County’s Project Manager shall review and approve the appointment of the replacement for Contractor’s Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further services under the Contract.
12. **Contractor Personnel – Uniform/Badges/Identification:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by Contractor and must be work at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

13. **Contractor's Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
14. **Conditions Affecting Work:** Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
15. **Cooperative Contract:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.
16. **County of Orange Child Support Enforcement:** Contractor certifies it is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Contract with the County of Orange. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract."
17. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the

express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

18. **Debarment:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with the bid/proposal. Debarment pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department of agency may result in the bid/proposal being deemed non-responsible.
19. **Default – Reprocurement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
20. **Delivery Location – No Loading Dock:** Delivery locations may not have loading docks. Contractor is required to make all necessary arrangements for lift trucks or other means necessary to complete delivery. Inside delivery to secured facilities may be required.
21. **Disputes – Contract:**
 - A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by Contractor’s Project Manager and the County’s Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
 1. Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 2. Contractor’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the County is liable.
 - B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. Contractor’s failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of Contractor’s demand, it shall be deemed a final decision adverse to Contractor’s contentions. Nothing in this section shall be construed as affecting the County’s right to terminate the Contract for cause or termination for convenience as stated in section K herein.
22. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. Contractor has made false certification, or
2. Contractor violates the certification by failing to carry out the requirements as noted above.

23. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm.

24. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such

disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

25. **Equal Employment Opportunity:** Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

26. **Gratuities:** Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

27. **Hazardous Conditions:** Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall provide flagmen and furnish, erect and maintain control devices as are necessary to prevent accidents or damage or injury to the public at Contractor's expense and without cost to the County. The Contractor shall comply with County directives regarding potential hazards.

Emergency lights and traffic cones must also be readily available at all times and must be used in any hazardous condition. Emergency traffic cones must be placed in front of and behind vehicles to warn oncoming traffic.

Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in Chapter 6 of the current traffic manual, Traffic Control for Construction and Maintenance Work Zones, published by the state of California Department of Transportation.

28. **News/Information Release:** Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.

29. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: All correspondence to Contractor shall be directed as follows:

Remigio Castro DBA 3 Stars Site Services
Attn: Eric Castro
2210 South Susan Street
Santa Ana, CA 92704
Phone: (888) 397-0280
Fax: (657) 202-3200
Email: info@sstarsiteservices.com

County:

County of Orange
CEO - County Procurement Office
Attn: Yarida Guzman, Deputy Purchasing Agent
1300 S. Grand Ave., Bldg. A, 2nd Floor
Santa Ana, CA 92705-4434
Phone: (714) 567-7368
Email: Yarida.Guzman@ocgov.com

30. **Order Dates:** Orders may be placed during the term of the Contract even if delivery may not be made until after the term of the Contract. Contractor must clearly identify the order date on all invoices to County and the order date must precede the expiration date of the Contract.

31. **Parking for Delivery Services:** The County of Orange will not provide free parking for delivery services.

32. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

33. **Prevailing Wage (Labor Code § 1773):** Pursuant to the provisions of Section 1773 of the Labor Code of the state of California, the contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this contract. The rates are available from the Director of the Department of Industrial Relations at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The contractor shall post a copy of

such wage rates at the job site and shall pay the adopted prevailing wage rates. The contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

34. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by Contractor without the express written consent of the County. Any attempt by Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

35. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of Contractor. Upon termination County agrees to pay Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

36. **Usage:** No guarantee is given by the County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.

37. **Usage Reports:** Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.

38. **Waivers:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

REMIGIO CASTRO DBA 3 STARS SITE SERVICES

<u>Remigio Castro</u>	<u>OWNER</u>
<i>Print Name</i>	<i>Title</i>
<u>Remigio Castro</u>	<u>6/18/18</u>
<i>Signature</i>	<i>Date</i>
<u> </u>	<u> </u>
<i>Print Name</i>	<i>Title</i>
<u> </u>	<u> </u>
<i>Signature</i>	<i>Date</i>

**COUNTY OF ORANGE, a political subdivision of the State of California
COUNTY AUTHORIZED SIGNATURE**

<u>Yarida Guzman</u>	<u>Deputy Purchasing Agent</u>
<i>Print Name</i>	<i>Title</i>
<u>Yarida Guzman</u>	<u>6/22/2018</u>
<i>Signature</i>	<i>Date</i>

*If the contracting party is a corporation, (2) two signatures are required:

- One (1) signature by the Chairman of the Board, the President or any Vice President; and,
- One (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.
- The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation

ATTACHMENT A SCOPE OF WORK

1. GENERAL INFORMATION

The County of Orange is comprised of 21 Departments and over 17,500 employees located throughout the County. The County's core businesses are public safety, public works, construction management, public health, environmental protection, regional planning, public assistance, social services and aviation.

Contractor is to provide **Portable Toilets/Showers and other site rentals and services** to various County facilities located throughout County of Orange on an as needed basis and usage is not guaranteed. Facility locations may be added or deleted, service hours may be modified at any given time and/or services may be increased or decreased based on County needs during the term of the contract.

Each Department may have different hours of operations but all non-urgent deliveries shall be done within regular business hours. All emergency/urgent deliveries shall be coordinated with each respective ordering Department. Contractor is required to provide **Portable Toilets/showers and other site rentals and Services** upon request by any County Department.

2. CONTRACTOR RESPONSIBILITIES/REQUIREMENTS

- 2.1. Contractor shall possess all Federal, State and Local permits, licenses and approvals necessary to provide goods and services required in the Scope of Work. Any associated fees shall be the responsibility of Contractor.
- 2.2. Contractor shall perform all work in accordance with industry standards and California State Health and Safety Codes.
- 2.3. All portable toilets/showers and other site rentals provided under this Contract shall be in compliance with all applicable Local, State and Federal Laws and any other policy or rule applicable.
- 2.4. Contractor shall provide a dedicated account manager/sales representative and/or inside customer service representative knowledgeable of the Contract products, to efficiently answer all County questions/inquiries. Contractor account manager/sales representative shall be available during regular business hours to assist County with placement of orders, follow-ups and any other areas requiring assistance within the realm of their responsibility.
- 2.5. Contractor shall own or have available a fleet of vehicles adequate to dispatch, carry and handle County deliveries as stated in Attachment A-Scope of Work and these shall meet or exceed all Federal, State, Local Department of Transportation (DOT), and any government regulations. Contractor's vehicles must have a visible Company Logo at all times that will easily identify their vehicles as part of their fleet. Awarded Contractor shall be fully responsible to meet all County requirements, including insurance requirements.
- 2.6. 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 Attachment A-Scope of Work.
- 2.7. Contractor shall not require a minimum quantity and/or cost per order, unless other arrangements are made and approved by County Department Site Coordinator. No other minimum delivery requirements shall apply. County does not intend to place multiple small orders, but orders shall be placed at the convenience of each County Department.

- 2.8. Contractor shall be able to provide rental and services for all portable toilets/showers and other site rentals, including services for County owned portable toilets, throughout the entire County of Orange, located at various Facilities throughout the County of Orange.
- 2.9. Contractor shall take orders for portable toilets/showers and other site rentals and services from County Department Site Coordinator. *Acceptance of unauthorized orders for all rentals may result in delayed payment while the charge is being investigated.* Contractor shall work independently with each County Department to get a list of approved County Department Site Coordinators.
- 2.10. Contractor shall provide and maintain a written service log affixed to the inside of the portable toilets/showers and other site rentals that lists the date of each service visit, unless other arrangements are made with each County Department Site Coordinator.
- 2.11. Contractor shall make delivery arrangements directly with the requesting Department at the time of order for the location specified on the order. Deliveries are expected to be made in full, unless other arrangements are made and mutually agreed upon.
- 2.12. Contractor shall bill in accordance to the rates listed in Attachment B–Fees. If Contractor has changes or additional fees are required, Contractor must obtain County Department Site Coordinator approval in writing. County will not pay any amount in excess of project estimate without advance written approval from the County.

3. ORDERS AND ORDERING METHOD

- 3.1. Contractor shall provide a written quote for short or long term rentals based on Attachment B-Fees at the request of County Department Site Coordinator. Written approval of a quote by an authorized County Personnel is required.
- 3.2. Contractor shall have the capability to accept orders through the following methods:
 - 3.2.1. Electronic(email/internet)
 - 3.2.2. Telephone, with follow up email
- 3.3. Contractor shall not require minimum quantity and/or cost per order. No other minimum delivery requirements shall apply. County does not intend to place multiple small orders, but orders shall be placed at the convenience of each Department.
- 3.4. If an order is placed by 12 p.m. (noon), Contractor shall deliver these by next business day, unless other arrangements are made between County and Contractor.

4. HOURS OF OPERATIONS

- 4.1. At Contractor’s expense, Contractor shall maintain a telephone answering system, which (at a 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) and an e-mail address to place all orders, as well as a contact name and phone number for 24-hour access.

*Account Representative Name:	Eric Castro
Telephone No:	(888) 397-0280 ext. 301
Cell Phone No:	(714) 222-4163
E-Mail Address:	info@sstarsiteservices.com
AFTER-HOURS CONTACT	
*After Hours Contact Name:	Eric Castro or Remi Castro
After Hours Telephone No:	(714) 222-4163 or (714) 293-9232
After Hours E-Mail address:	info@sstarsiteservices.com

*Any changes in Account Representative shall be notified in writing to County, County Procurement Buyer listed under Articles 29-Notices.

Holidays Observed by County:

New Year's Day	Martin Luther King Day	Presidents' Day
Lincoln's Birthday	Memorial Day	July 4 th
Columbus Day	Labor Day	Veterans Day
Thanksgiving & Day After Thanksgiving		Christmas

- 4.2. Contractor shall complete all work between the hours of 8:00 am to 5:00 pm (PDT), Monday through Friday, unless other arrangements are made and approved by County Department Site Coordinator.
- 4.3. Contractor shall accommodate County with flexible schedules to meet each Department requirements due to facility structure and/or hours of operations. County and Contractor shall coordinate and agreed upon the day(s) of the week and time of day for rental deliveries and service visits.

5. PORTABLE TOILETS/SHOWERS RENTAL DESCRIPTIONS:

- 5.1. For purpose of this Contract (Bid solicitation), the dimensions of the portable various rentals listed in Attachment B - Fees should be similar or as the ones listed below:
 - 5.1.1. Standard Portable Toilet (Approx.): Height 88", Width 44", Depth 48"
 - 5.1.2. ADA Compliant Portable Toilet (Approx.): Height 90", Width 67"; Depth 86.5" or Height 91", Width 77", Depth x 77
 - 5.1.3. Restroom Trailers: Various 2, 4, 6, or 8 Private rooms
 - ~~5.1.4. Single Person Shower Room (Approx.): Height 91", Width 47", Depth 47"~~
 - 5.1.5. Shower Trailers: Various 2, 4, 6, or 8 Private rooms for showers.
 - 5.1.6. Portable Toilets/Shower and Restroom/Shower Trailers colors and sizes may vary.
- 5.2. Portable toilets shall be enclosed with a door that can be locked from the inside, properly ventilated and include a urinal, dispensers for toilet paper and disposable paper seat covers and deodorizer.
- 5.3. Portable toilets/showers provided under this contract will be furnished with installed padlock hasps at no additional fees whenever requested by the County Department Site Coordinator.
- 5.4. Portable toilets with sinks should include the liquid soap and paper towels with dispensers and should be replenished every time the portable toilet is serviced.
- 5.5. 2-Station Sink is free standing; and placed outside of portable toilet unit; these shall include liquid soap and paper towels with dispensers.
- 5.6. ADA Restroom shall be compliant with all Americans Disabilities Act (ADA) Regulations, including California Code, Title 24.
- 5.7. 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, properly lit and ventilated and may or may not include a sink(s). Men's restroom trailer shall also include 2 to 6 urinals. Restroom trailers connected to sewer do not required service, unless requested by County Site Department Coordinator and shall be billed at the rates on Section 3 of Attachment B.
- ~~5.8. Single person shower rooms are non heated showers with a door that can be locked from the inside, properly ventilated and lit with shelving keep toiletries or hooks to hang apparel.~~

- 5.9. Shower Trailers may have 2, 4, 6 or 8 private rooms for showers, with a door that can be locked from the inside (occupancy indicator) for each shower, properly ventilated and lighted, proper drainage, water, electrical and water heating connection ready. Shower trailers may or may not include toilets and sinks.
 - 5.10. Additional site rentals may be added or deleted at the discretion of the County, throughout the term of the Contract to meet County requirements. The site rental fees or service fees shall be similar to other site rentals in Attachment B or per percentage discount quote.
6. **SHORT TERM PORTABLE TOILET RENTAL:**
- 6.1. Short rental term will not to exceed seven (7) consecutive calendar days.
 - 6.2. County may require temporary placements of portables toilets/showers and other site rentals periodically for special events.
 - 6.3. Special events may be held in the designated location or park by County, which requires Contractor to provide portable toilets/showers and other site rentals; Contractor shall accommodate these requests.
 - 6.4. Contractor shall extend contract pricing to County's request for these services as categorized in Attachment B for Short Term Rentals.
 - 6.5. All rental charges shall include delivery, set-up, and pick-up for each portable unit category.
7. **LONG TERM PORTABLE TOILET RENTAL:**
- 7.1. Long term rental of portable toilets/showers and/or other site rentals under this Contract shall be billed on a monthly billing cycle and may be cancelled by the County with 24 hour notice to Contractor.
 - 7.2. The charges for long term toilets/showers that are cancelled during the course of a billing cycle shall be billed per unit cost and the number of times the portable toilet/showers or other site rental was serviced.
 - 7.3. Charges for additional services for long term rental shall be according to the Service Cost as listed in Attachment B – Fees.
8. **SERVICES**
- 8.1. Service visits shall include maintenance such as: waste disposal, remove litter, clean and disinfect interior surfaces, provide and replenish toilet paper, seat covers, liquid soap and paper towels when included and needed; remove graffiti from interior and exterior of portable toilets/showers and other site rentals, perform repairs as needed to make the equipment usable and maintain user privacy. Service visits for restroom/shower trailers with sewer connection, County shall be responsible to restock toiletries supplies, unless other arrangements are made by County Department Site Coordinator.
 - 8.2. Service visits to restroom/shower trailers with no sewer connection, shall include services listed on 8.1 (when applicable) and bill at the rates in Attachment B. Restroom/Shower trailers with sewer connection shall not be serviced, unless requested and arrangements are made with each respective County Department Site Coordinator. Otherwise, County shall be responsible to replenish all supplies for use of rental units.
 - 8.3. Services for all Portable toilets/showers and other site rentals that cannot be repaired to usable condition on site must be replaced within 48 hours from discovery of issue and reported to County Department Site Coordinator.
 - 8.4. Contractor is responsible for proper and lawful disposal of all waste removed from all portable toilets/showers and other site rentals.

- 8.5. County owned portable toilets and holding tank equipment must be serviced equally and/or exceed industry standards at the fees listed in Attachment B-Fees.
- 8.6. The fees 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/SP showers shall also include loss limit insurance.
- 9. PLACEMENTS OF PORTABLE TOILET/SHOWERS:**
- 9.1. County and Contractor will coordinate the placements of portable toilets/showers and other site rentals to accommodate the intended users and to allow access for service by Contractor at all times.
- 9.2. At the County's direction, Contractor shall secure portable toilets/showers and other site rentals sited on soil or mulch with stakes or other attachment methods to prevent the unit from being tipped.
- 9.3. No portable toilets/showers and/or other site rentals sited on turf shall be staked.
- 10. REMOVAL OF TOILETS/SHOWERS:**
- 10.1. Contractor shall remove portable toilets/showers and/or other site rentals rented by the County for special events within forty eight (48) hours after the event closes. No unit rental charges shall be accepted after notice, unless other arrangements are made and approved by County Department Site Coordinator.
- 10.2. Longer term portable toilets/showers and/or other site rentals shall be removed by the end of third business day following notice of written cancellation by County.
- 11. PADLOCKS:**
- 11.1. Portable toilets/showers and/or other site rentals access gates leading to rentals location will be padlocked at the County's discretion. Contractor shall coordinate with each County Department Site Coordinator accordingly.
- 11.2. Contractor is not authorized to duplicate County Department keys and shall request replacement or additional keys from the County Department Site Coordinator.
- 11.3. County will provide Contractor with a minimum of two (2) keys for each padlocked location.
- 12. DELIVERY AND SET UP CHARGES:**
- 12.1. All site rentals initial delivery/set up/hook-up and removal fees shall be all inclusive in the unit rental price, unless a request by County Department Site Coordinator to move the same site rental unit/trailer at a separate time and location is made after initial delivery and set up.
- Under such circumstance, delivery and set up fees under Attachment B "Moving Fees" may be applicable. No overtime rate shall be paid, unless prior approval in writing by County Department Site Coordinator.
- 13. TEMPORARY FENCING**
- 13.1. Contractor shall be able to provide temporary fencing rentals and services, including all necessary hardware and tools needed to deliver/setup and remove/pick-up as per Attachment B-Fees.
- 13.2. **Initial delivery/set up cost and removal/pick-up cost shall be all inclusive in the unit price on Attachment B-Fees "Section 4"**, unless a request by County to move the temporary fence after initial delivery/set up at a different time and to another location is requested by County Department Site Coordinator. Under such circumstance, charges under Attachment B-Section 4 "Temporary Fence-Delivery/Set up Fees" may be applicable. No overtime rate shall be paid, unless prior approval in writing by County Department Site Coordinator.

- 13.3. Contractor shall provide a written estimate for all temporary fencing and shall obtain written approval from County Department Site Coordinator prior to delivery of rental or start of project. If changes or additional fees are required, Contractor shall immediately contact the County Department Site Coordinator for approval. County will not pay any amount in excess of project estimate without advance written approval from the County.
 - 13.4. Contractor shall remove from the site and properly dispose of all trash after the completion of each project. County trash bins or dumpsters shall not be used for this purpose, unless authorized by County Department Site Coordinator.
 - 13.5. Contractor shall provide rentals and repairs on temporary fencing at the rates set in Attachment B - Fees, Section 4.
 - 13.6. Prevailing Wages for the craft of Fence Builder (Carpenter) may be applicable on some projects. Contractor shall have written approval by the County Site Coordinator prior to starting any project that requires prevailing wages.
 - 13.7. Contractor shall work individually with each County Department Site Coordinator and shall be able to accommodate each facility hours of operations as requested. County Departments may have different hours of operations but all non-urgent services shall be done within each Department regular business hours, even if these differ from listed hours.
14. **LOSS LIMIT INSURANCE:**
- 14.1. The fee per service listed in Attachment B shall include Loss Limit Insurance with a maximum \$100 deductible. In the event that Contractor suffers the total loss of a portable toilet rented to the County due to negligence or intentional acts of vandalism, the County'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. Restroom and Shower Trailers excluded.
15. **EMERGENCY ORDER REQUESTS**
- 15.1. Contractor shall accept emergency service requests under the following circumstances:
 - 15.1.1. Contractor fails to adequately service portable toilet/shower during regular scheduled service leaving the toilet/shower unusable. This service will be provided at no additional cost to the County.
 - 15.1.2. For reasons beyond the control of Contractor or County, portable toilet/shower that requires service in addition to the regularly scheduled service.
 - 15.2. Contractor shall bill for emergency service at the rate listed in Attachment B-Fees. This fee is per call and service is required on the same day it was requested, unless arrangements are made with County Department Site Coordinator.
 - 15.3. Contractor shall obtain a written consent from the County Department Site Coordinator prior to providing this type of service.
 - 15.4. Contractor shall bill the emergency rate on top of the Additional Service Charge as listed on Attachment B-Fees.
 - 15.5. All emergency deliveries shall be coordinated with each respective ordering site coordinator or Department.
 - 15.6. The Intent of this Contract is for daily operations; however, in an Emergency Event or Declared Disaster by the County, Contractor shall service the County during such an emergency under the same terms and conditions that apply during regular standard non-emergency/disaster conditions. This Contract may be subject to unusual usage. Emergency Events or Declared Disasters may be rare occurrences.

16. **OTHER SITE RENTALS: INTENTIONALLY LEFT BLANK (NO BID)**

17. **CONTRACT AWARD AND TRANSITION**

- 17.1. Current Contractor shall keep all units at current locations until contacted by County Department Site Coordinator to coordinate the removal of rental units and its replacements under new Contract. Current Contractor, new awarded Contractor and County Department Site Coordinator shall work together to ensure for a smooth transition, minimize disruption of County operations and insure uninterrupted services.
- 17.2. Current Contractor shall continue to service all rental units until a replacement is installed or given specific instructions by each County Department Site Coordinator.
- 17.3. All schedules and/or appointments shall be coordinated with the County Department Site Coordinator from each County Department. Current Contractor may be required to provide a current list of all rentals under this Contract to County Department Site Coordinator.
- 17.4. Current Contractor shall remove portable toilets in such manner to keep damage to strict minimal and shall repair damage area to the County property (if any) as to follow and respect all applicable safety codes. Damages shall be reported immediately to County Department Site Coordinator.
- 17.5. New awarded Contractor shall work and coordinate with each County Department Site Coordinator to minimize interruption of services during transition of removal of previous Contractor's rental equipment and the set-up of new equipment and services.
- 17.6. Current Contractor shall complete the removal of their respective rental equipment by no later than the last day of their contract term. New awarded Contractor shall start set-up of rental equipment at the start of their Contract term. This transitional period shall not exceed 60 calendar days for current Contractor and new awarded Contractor.
- 17.7. Final and last invoice for current Contractor, under no circumstances current Contractor's final invoice shall surpass their Contract expiration date. No exceptions.
- 17.8. Initial invoice for new awarded Contractor shall start on Contract start date. No exceptions.

18. **COUNTY RESPONSIBILITIES**

- 18.1. County shall appoint a County Department Site Coordinator for each department and/or service order, including a telephone number. An additional County phone number shall be provided as a back-up contact.
- 18.2. County Department Site Coordinator shall ensure Contractor access to all County service locations and site facilities.
- 18.3. County Departments shall be responsible for amending their subordinate Contracts as facilities may be added or deleted and service hours may be increased or decreased at a given location at any time during the term of the Contract.
- 18.4. The County will provide a minimum 24 hour advance notice when ordering toilet/shower rentals and other site rentals and services for delivery. Any rentals/services ordered after 12:00 p.m. (Noon) shall be delivered by the next business day, unless the County Department Site Coordinator specifies a later day.
- 18.5. County Departments shall provide Contractor with a list of County staff authorized to place orders under this Contract for their particular Department.

19. SECURITY REQUIREMENTS

The County operates several secured facilities: most notable are several Probation, District Attorney's, Sheriff, and Airport operated sites. Contractors and their employees who perform services in these facilities will be required to strict operation policies and may be required to pass a background check prior to their employment due to security requirements for certain facilities covered under this Contract. During performance of the work, especially at detention facilities, workers shall closely monitor all tools, equipment and other materials at all times. Workers shall have no contact verbal or physical, with any inmate of these facilities. These policies have been designed with the primary purpose of ensuring a safe and secure environment for all involved.

1. Contractor will provide a list of all personnel/employees who will be directly performing tasks associated with the Contract. Contractor's personnel/employees providing service in a secured detention facility, a Probation facility or a Sheriff's facility, will be expected to pass two (2) separate background checks performed by the Orange County Sheriff's Department and the Orange County Probation Department. No changes shall be authorized to the approved list without a request in writing submitted by Contractor and approved by the County Site Coordinator. At no time will unauthorized Contractor employees perform any task associated with this Contract. If this occurs, Contractor will be notified that they have not complied with the terms of this Contract and are subject to Contract termination. The list of all Personnel/Employees working on County projects shall be submitted prior to award of this Contract.
2. Contractor shall prepare and submit a Security Clearance form to the County Site Coordinator for all persons who will be working on or who will need access to secured facilities.
3. Security Clearance forms shall be submitted at least five (5) working days prior to the start of work or prior to the use of any person subsequent to the start of work.
4. Said Security Clearance forms shall be thoroughly and accurately complete. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
5. No person shall be employed on this work who has not received prior clearance from the Probation Department, Sheriff's Department or John Wayne Airport.
6. The County, John Wayne Airport, the Probation Department and the Sheriff's Department are not under any obligation to give a reason clearance is denied.
7. Contractor shall be responsible to sign in with the County Site Coordinator or designee, as required. Upon arrival at any secure facility (e.g., JWA, Probation) Contractor shall report to the Central Control Center (Control). Contractor personnel shall have no contact, either verbal or physical, with internees in secured detention facilities.

Specifically:

- a. Do not give names or addresses to internees.
- b. Do not receive any names or addresses from internees.
- c. Do not disclose the identity of any internee to anyone outside the facility.
- d. Do not give any materials to internees.
- e. Do not receive any materials from internees (including materials to be passed to another individual or internee).

**Failure to comply with these requirements is a criminal act and can result in prosecution.*

8. Any Contractor personnel/employee(s) engaged in the performance of work under this Contract shall be expected to pass the screening requirements and abide by all of the security

requirements set forth by the Federal Aviation Administration (FAA) and the County of Orange.

“The Federal Aviation Administration (FAA) approved security program for John Wayne Airport requires that each person issued a John Wayne Airport security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of the airport”.

All persons within the restricted air operation areas of the airport are required to display, on their person, a John Wayne Airport security badge, unless they are specifically exempted for reasons or they are under escort by a properly badge individual. Each airport employee or airport tenant employee who has been issued a John Wayne Airport security badge is responsible for challenging any individual who is not properly displaying an airport issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid John Wayne Airport security badge must immediately be referred to the Sheriff’s Department Airport Detail Office for proper handling.

The John Wayne Airport security badge is the property of the County of Orange and must be returned upon termination of employment at John Wayne Airport. The loss of a badge shall be reported within twenty-four (24) hours to the Sheriff’s Department Airport Dispatch Center (949) 252-5000. A report shall be made before a replacement badge will be issued.

9. All vehicles parked on-site shall be locked and thoroughly secured at all times.
10. All equipment and materials shall remain in Contractor possession at all times and shall never be left unattended. All lost or misplaced equipment or materials shall be reported immediately to the (a) security staff or Control in secured detention facilities or (b) the escort or Control in Sheriff’s facilities.
11. Personnel shall not smoke or use profanity or other inappropriate language while on-site.
12. Personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession.
13. Personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all equipment and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
14. Contractor employee(s) shall be well-disposed to the public and County staff utilizing the facilities but shall be responsive only to the requests of the County Site Coordinator unless otherwise directed and shall direct all inquiries or requests to the County Site Coordinator.

**ATTACHMENT B
FEES**

1. **PRICING:** This is a firm-fixed fee Contract between the County and Contractor for Portable Toilet rental and services as set forth in Attachment A, “Scope of Work.

Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C of County Contract.

2. **FEES:**

SECTION 1 – SHORT TERM PORTABLE TOILETS/ RENTAL (Not to exceed 7 Days)				
Item No	Item Description		Unit Rental Price	Comments
001	Standard Portable Toilet		\$49.00	
002	Standard Portable Toilet with Sink		\$49.00	
003	Portable Toilet, Flush Unit		\$50.00	
004	2 Station Sink		\$49.00	
005	ADA Portable Toilet (Short Term)		\$70.00	
006	Containment Tray		\$5.00	
007	Restroom Trailers	2-Private Rooms	\$800.00	
008		4-Private Rooms	\$1,400.00	
009		6-Private Rooms	\$2,400.00	
010		8-Private Rooms	\$3,200.00	
011	Single Person (SP) non-heated shower Room		N/A	Omitted
012	Shower Trailers	2-Private Rooms	\$2,500.00	
013		4-Private Rooms	\$4,800.00	
014		6-Private Rooms	\$5,700.00	
015		8-Private Rooms	\$7,600.00	

SECTION 2 – LONG TERM PORTABLE TOILETS/SHOWERS RENTAL				
Item No	Item Description		Unit Rental Price	Comments
016	Standard Portable Toilet		\$9.00	
017	Standard Portable Toilet w/Sink		\$10.50	
018	Portable Toilet, Flush Unit		\$15.00	
019	2 Station Sink		\$9.00	
020	ADA Portable Toilet		\$13.00	
021	250 Gal Holding Tank		\$9.75	

SECTION 2 – LONG TERM PORTABLE TOILETS/SHOWERS RENTAL					
Item No	Item Description		Unit Rental Price	Comments	
022	Place Holder Table 1 - Containment Tray		\$5.00		
023	Restroom Trailers	2-Private Rooms	\$1,200.00		
024		4-Private Rooms	\$2,400.00		
025		6-Private Rooms	\$3,600.00		
026		8-Private Rooms	\$4,800.00		
027	Single Person (SP) non-heated shower Room		N/A	Omitted	
028	Shower Trailers	2-Private Rooms	\$2,200.00		
029		4-Private Rooms	\$4,200.00		
030		6-Private Rooms	\$6,400.00		
031		8-Private Rooms	\$7,500.00		
SECTION 3 – CLEANING SERVICES FOR LONG TERM RENTALS					
Item No	Item Description		UOM	Service Cost	Comments
023	Cleaning Service Only-Standard Portable Toilet, County Owned		Per Visit	\$10.50	
024	Standard Portable Toilet		Per Visit	\$9.00	
025	Standard Portable Toilet w/Sink		Per Visit	\$10.00	
026	Portable Flush Unit		Per Visit	\$11.50	
027	Restroom Trailer (Sewer Connected). If requested by County.		Per Visit	\$200.00	
028	2 Station Sink		Per Visit	\$200.00	
029	ADA Portable Toilet		Per Visit	\$11.00	
030	Restroom Trailers No sewer connection	2-Private Rooms	Per Visit	\$6,400.00	
031		4-Private Rooms	Per Visit	\$700.00	
032		6-Private Rooms	Per Visit	\$1,050.00	
033		8-Private Rooms	Per Visit	\$1,400.00	
034	Single Person (SP) No-Heat Shower Room		Per Visit	N/A	Omitted
035	Shower Trailers No sewer connection	2-Private Rooms	Per Visit	\$350.00	
036		4-Private Rooms	Per Visit	\$700.00	
037		6-Private Rooms	Per Visit	\$1,050.00	
038		8-Private Rooms	Per Visit	\$1,400.00	
039	250 Gal Holding Tank		Per Visit	\$34.00	
040	150 Gal Holding Tank		Per Visit	\$21.00	
041	Containment Tray		Per Visit	\$5.00	

SECTION 4 – TEMPORARY FENCING RENTALS AND REPAIRS					
TEMPORARY FENCING - 6' HIGH PANEL FENCING					
Item No	Item Description	UOM	Period of Time	Unit Price	Comments
038	Panel Fencing 6' High	Linear Foot	0-1 Month	\$2.10	
039	Panel Fencing 6' High	Linear Foot	1-6 Months	\$2.10	
040	Panel Fencing 6' High	Linear Foot	6-12 Months	\$2.10	
TEMPORARY FENCING - 6' HIGH POST IN GROUND FENCING					
Item No	Item Description	UOM	Period of Time	Unit Price	Comments
041	Post in Ground 6' High	Linear Foot	0-1 Month	N/A	Omitted
042	Post in Ground 6' High	Linear Foot	1-6 Months	N/A	Omitted
043	Post in Ground 6' High	Linear Foot	6-12 Months	N/A	Omitted
REPAIR SERVICES FOR TEMPORARY FENCING					
Item No	Item Description	UOM	Rate	Comments	
044	Fence Builder (Business Hours)	Non-Prevailing Wages	N/A	Omitted	
045		Prevailing Wages	N/A	Omitted	
046	Fence Builder (After Hours)	Non-Prevailing Wages	N/A	Omitted	
047		Prevailing Wages	N/A	Omitted	
048	Fence Builder (Holidays/Weekends)	Non-Prevailing Wages	N/A	Omitted	
049		Prevailing Wages	N/A	Omitted	
DELIVERY/ SET-UP FEES FOR TEMPORARY FENCING					
Item No	Item Description	UOM	Unit Price	Comments	
050	Delivery/Set-Up (Business Hours)	Hourly	\$10.50		
051	Delivery/Set-Up (After Hours)	Hourly	\$27.00		
052	Delivery/Set-Up (Holidays/Weekends)	Hourly	\$27.00		

SECTION 5 – ADDITIONAL MISCELLANEOUS FEES				
Item No	Item Description	UOM	Cost Per Visit	Comments
053	Additional Service Weekdays for Portable Toilets/ SP Showers and Restroom/Shower Trailers: Monday–Friday, 8:00 am to 5:00 pm (PDT). This cost will be on top of the service cost.	Per Unit	\$20.00	
054		Per Trailer	\$50.00	
055	Additional Service on the Weekends, Holidays, and After Hours for Portable Toilets/SP Showers and Restroom/Shower Trailers.	Per Unit	\$20.00	
056		Per Trailer	\$200.00	
057	Emergency Call Fees (same day) Service Visit for Portable Toilets/SP Showers and restroom/shower trailer): Monday–Friday, 8:00 am to 5:00 pm; (PDT). 4 Hour Response Time. (This cost will be on top of the service Cost)	Per Unit	\$50.00	
058		Per Trailer	\$50.00	

SECTION 5 – ADDITIONAL MISCELLANEOUS FEES				
Item No	Item Description	UOM	Cost Per Visit	Comments
059	Emergency Call fees (same day) Service Visit for Portable all rentals on the Weekends, Holidays, and County afterhours. 4 Hour Response Time. (This cost will be on top of the service Cost)	Per Call	\$100.00	
060		Per Call Trailers	\$100.00	
061	Weekends/Holidays & Afterhours delivery or Pick Up charge (Unlimited number of Toilets/SP Showers, not trailers). Per call, not unit.	Per Call	\$200.00	
062	Weekends/Holidays & Afterhours delivery or Pick Up charge. (Restroom/Shower Trailers). Per call	Per Call	\$100.00	
063	Emergency Delivery or Pick-up Cost (Unlimited number of Portable Toilets/SP Showers). Per call	Per Call	\$100.00	
064	Emergency Delivery or Pick-up Cost for Restroom/Shower Trailers. Per Call	Per Call	\$100.00	
065	Staking Portable Toilets/SP Showers to the ground. (Perform as needed)	Per Unit	\$20.00	
066	Chaining Portable Toilet/SP Shower to a tree/post. Perform as needed/requested.	Per Unit	\$20.00	
067	Moving Fees–Standard Portable Toilets/SP Showers	Per Call	\$20.00	
068	Moving Fees - Standard Portable Toilet w/Sink	Per Call	\$20.00	
069	Moving Fees - Portable Toilet, Flush Unit	Per Call	\$20.00	
070	Moving Fees - 250 Gal Holding Tank	Per Call	\$20.00	
071	Moving Fees - ADA Portable Toilet	Per Call	\$20.00	
072	Moving Fees – Toilet/Shower Trailers	Per Trailer	\$20.00	
073	Hook Up Fee (Optional-250 Gal Holding Tank)	Per Install	\$60.00	
074	Hook Up Fees (Restroom/Shower Trailer, all inclusive).	Per Install	\$60.00	
075	Hand Sanitizer (For Short Term Rentals)	Per Unit	\$5.00	
076	Hand Sanitizer (For Long Term Rentals)	Per Unit	\$10.00	

SECTION 6 – OTHER DISCOUNTS – (NO BID) INTENTIONALLY LEFT BLANK (NO BID)

ATTACHMENT C
COMPENSATION AND PAYMENT TERMS

1. **COMPENSATION:** This is a firm-fixed fee Contract between the County and Contractor for Portable Toilet Rental and Services as set forth in Attachment A, "Scope of Work."

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work.

The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C "Amendment" of the County Contract Terms and Conditions.

2. **PRICE INCREASE/DECREASES:** No price increases will be permitted during the first period of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
3. **FIRM DISCOUNT AND PRICING STRUCTURE:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
4. **CONTRACTOR'S EXPENSE:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
5. **PAYMENT TERMS – PAYMENT IN ARREARS:** Invoices are to be submitted in arrears to the user Department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the Department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

6. **TAXPAYER ID NUMBER:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

7. **PAYMENT – INVOICING INSTRUCTIONS:** The Contractor will provide a standard invoice or an invoice on the Contractor’s letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

- a. Contractor’s name and address
- b. Contractor’s remittance address, if different from 1 above
- c. Contractor’s Taxpayer ID Number
- d. Name of County Agency/Department
- e. Delivery/service address
- f. Master Agreement (MA) or Purchase Order (PO) number
- g. Agency/Department’s Account Number
- h. Date of invoice
- i. Product/service description, quantity, and prices
- j. Sales tax, if applicable
- k. Freight/delivery charges, if applicable
- l. Total

The responsibility for providing all acceptable invoice(s) to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction. Authorized County Department staff member or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

8. **PAYMENT(ELECTRONIC FUNDS TRANSFER (EFT):** The County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. The County of Orange, Auditor-Controller Department will control and initiate payment. To request an EFT form, please contact County of Orange, Auditor-Controller Compliance Unit via telephone at (714) 834-3503 or via e-mail to Admin.Vendor@ac.ocgov.com.

Multiple Award Contract

Vendor 2



**REGIONAL COOPERATIVE AGREEMENT (RCA)
CONTRACT RCA-017-18010045
BETWEEN
COUNTY OF ORANGE/COUNTY PROCUREMENT OFFICE
AND
UNITED SITE SERVICES OF CALIFORNIA, INC.
FOR
PORTABLE TOILETS/SHOWERS AND OTHER SITE RENTALS AND SERVICES**

This Contract, hereinafter referred to as “Contract”, is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California; hereinafter “County” and United Site Services of California, Inc. with a place of business at 4511 N. Rowland Ave., El Monte, CA 91731, hereinafter referred to as “Contractor”, which are sometimes individually referred to as “Party” or collectively referred to as “Parties”;

ATTACHMENTS

This Contract is comprised of these documents and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work
Attachment B – Fees
Attachment C – Compensation and Payment Terms

RECITALS

WHEREAS, Contractor and County are entering into this Contract for **Portable Toilets/Showers and other site rentals and services** under a firm fixed fee Contract; and

WHEREAS, County solicited Contract for **Portable Toilets/showers and other site rentals and services** as set forth herein, and Contractor represented that it is qualified to provide **Portable Toilets/Showers and other site rentals and services** to the County as further set forth here; and

WHEREAS, Contractor agrees to provide **Portable Toilets/Showers and other site rentals and services** to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Prices, attached hereto as Attachment B; and

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than

those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.

- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County: 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance Requirements:** Prior to the provision of services under this contract, Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of

coverage required by County from Contractor under this contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor, and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County’s Risk Manager, or designee, upon review of Contractor’s current audited financial report. If Contractor’s SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor’s, its agents, employee’s or subcontractor’s performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor’s duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and Contractor’s SIR provision shall be interpreted as though Contractor was an insurer and the County was the insured.

If Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best’s Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best’s Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company’s performance and financial ratings.

The policy or policies of insurance maintained by Contractor shall provide the minimum limits and coverage as set forth below:

COVERAGE	MINIMUM LIMITS
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Pollution Liability	\$1,000,000 per claims-made or per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange, its elected and appointed officials, officers, employees and agents*** as Additional Insureds, or provide blanket coverage, which will state ***As Required By Written Contract***.
- 2) A primary non-contributing endorsement using ISO Form CG 20 01 04 13, or a form at least as broad evidencing that Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Pollution Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the ***County of Orange, its elected and appointed officials, officers, employees and agents*** as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, employees and agents***, or provide blanket coverage, which will state ***As Required By Written Contract***.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG-001 policy).

If Contractor's Pollution Liability policy is a claims-made policy, Contractor shall agree to maintain coverage for two (2) years following completion of contract.

Insurance certificates should be forwarded to the department address listed on the solicitation.

If Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this contract. Any increase or decrease in

insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U. **Freight:** Prior to the County's express acceptance of delivery of products, Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.

V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions

hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

County reserves the right to audit and verify Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to the County's project manager.

- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. **Expenditure Limit:** Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure **Portable Toilets/Showers and Other Site Rental and Services** from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence on **July 1, 2018** and continue to be effective through and including **June 30, 2023**, unless otherwise terminated by County. This Contract is non-renewable. The County does not have to give a reason if it elects not to renew or extend.
3. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
4. **Breach of Contract:** The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Section K herein;
 - b) Afford Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Contractor for and during the period in which Contractor is in breach; and
 - d) Offset against any monies billed by Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
5. **Cal-OSHA Vehicle Regulation:** All vehicles must meet California Motor Vehicle and Cal-OSHA regulations and all other applicable codes required for vehicle use on the roads or highways in the state of California.

6. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
7. **Conditions affecting work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
8. **Conflict of Interest – Contractor’s Personnel:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to Contractor; Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
9. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
10. **Contractor Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor’s employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
11. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

Contractor’s Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County’s Project Manager shall have the right to require the removal and replacement of Contractor’s Project Manager from providing services to the County under this Contract. The County’s Project manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within five (5) business days after written notice by the County’s Project Manager. The County’s Project Manager shall review and approve the appointment of the replacement for Contractor’s Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further services under the Contract.
12. **Contractor Personnel – Uniform/Badges/Identification:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by Contractor and must be work at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

13. **Contractor's Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
14. **Conditions Affecting Work:** Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
15. **Cooperative Contract:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.
16. **County of Orange Child Support Enforcement:** Contractor certifies it is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Contract with the County of Orange. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract."
17. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the

express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

18. **Debarment:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with the bid/proposal. Debarment pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department of agency may result in the bid/proposal being deemed non-responsible.
19. **Default – Reprourement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
20. **Delivery Location – No Loading Dock:** Delivery locations may not have loading docks. Contractor is required to make all necessary arrangements for lift trucks or other means necessary to complete delivery. Inside delivery to secured facilities may be required.
21. **Disputes – Contract:**
 - A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by Contractor’s Project Manager and the County’s Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
 1. Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 2. Contractor’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the County is liable.
 - B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. Contractor’s failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of Contractor’s demand, it shall be deemed a final decision adverse to Contractor’s contentions. Nothing in this section shall be construed as affecting the County’s right to terminate the Contract for cause or termination for convenience as stated in section K herein.
22. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. Contractor has made false certification, or
2. Contractor violates the certification by failing to carry out the requirements as noted above.

23. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm.

24. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such

disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

25. **Equal Employment Opportunity:** Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

26. **Gratuities:** Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

27. **Hazardous Conditions:** Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall provide flagmen and furnish, erect and maintain control devices as are necessary to prevent accidents or damage or injury to the public at Contractor's expense and without cost to the County. The Contractor shall comply with County directives regarding potential hazards.

Emergency lights and traffic cones must also be readily available at all times and must be used in any hazardous condition. Emergency traffic cones must be placed in front of and behind vehicles to warn oncoming traffic.

Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in Chapter 6 of the current traffic manual, Traffic Control for Construction and Maintenance Work Zones, published by the state of California Department of Transportation.

28. **News/Information Release:** Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
29. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: All correspondence to Contractor shall be directed as follows:

United Site Services of California, Inc.
Attn: Dian Nipper
4511 N. Rowland Avenue
El Monte, CA 91731
Phone: (800) 638-1233 Ext. 72006
Email: Dian.Nipper@unitedsiteservices.com

County: County of Orange
CEO - County Procurement Office
Attn: Yarida Guzman, Deputy Purchasing Agent
1300 S. Grand Ave., Bldg. A, 2nd Floor
Santa Ana, CA 92705-4434
Phone: (714) 567-7368
Email: Yarida.Guzman@ocgov.com

30. **Order Dates:** Orders may be placed during the term of the Contract even if delivery may not be made until after the term of the Contract. Contractor must clearly identify the order date on all invoices to County and the order date must precede the expiration date of the Contract.
31. **Parking for Delivery Services:** The County of Orange will not provide free parking for delivery services.
32. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
33. **Prevailing Wage (Labor Code § 1773):** Pursuant to the provisions of Section 1773 of the Labor Code of the state of California, the contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this contract. The rates are available from the Director of the Department of Industrial Relations at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The contractor shall post a copy of

such wage rates at the job site and shall pay the adopted prevailing wage rates. The contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

34. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by Contractor without the express written consent of the County. Any attempt by Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

35. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of Contractor. Upon termination County agrees to pay Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

36. **Usage:** No guarantee is given by the County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.

37. **Usage Reports:** Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.

38. **Waivers:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

SIGNATURE PAGE FOLLOWS

ATTACHMENT A SCOPE OF WORK

1. GENERAL INFORMATION

The County of Orange is comprised of 21 Departments and over 17,500 employees located throughout the County. The County's core businesses are public safety, public works, construction management, public health, environmental protection, regional planning, public assistance, social services and aviation.

Contractor is to provide **Portable Toilets/Showers and other site rentals and services** to various County facilities located throughout County of Orange on an as needed basis and usage is not guaranteed. Facility locations may be added or deleted, service hours may be modified at any given time and/or services may be increased or decreased based on County needs during the term of the contract.

Each Department may have different hours of operations but all non-urgent deliveries shall be done within regular business hours. All emergency/urgent deliveries shall be coordinated with each respective ordering Department. Contractor is required to provide **Portable Toilets/showers and other site rentals and Services** upon request by any County Department.

2. CONTRACTOR RESPONSIBILITIES/REQUIREMENTS

- 2.1. Contractor shall possess all Federal, State and Local permits, licenses and approvals necessary to provide goods and services required in the Scope of Work. Any associated fees shall be the responsibility of Contractor.
- 2.2. Contractor shall perform all work in accordance with industry standards and California State Health and Safety Codes.
- 2.3. All portable toilets/showers and other site rentals provided under this Contract shall be in compliance with all applicable Local, State and Federal Laws and any other policy or rule applicable.
- 2.4. Contractor shall provide a dedicated account manager/sales representative and/or inside customer service representative knowledgeable of the Contract products, to efficiently answer all County questions/inquiries. Contractor account manager/sales representative shall be available during regular business hours to assist County with placement of orders, follow-ups and any other areas requiring assistance within the realm of their responsibility.
- 2.5. Contractor shall own or have available a fleet of vehicles adequate to dispatch, carry and handle County deliveries as stated in Attachment A-Scope of Work and these shall meet or exceed all Federal, State, Local Department of Transportation (DOT), and any government regulations. Contractor's vehicles must have a visible Company Logo at all times that will easily identify their vehicles as part of their fleet. Awarded Contractor shall be fully responsible to meet all County requirements, including insurance requirements.
- 2.6. 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 Attachment A-Scope of Work.
- 2.7. Contractor shall not require a minimum quantity and/or cost per order, unless other arrangements are made and approved by County Department Site Coordinator. No other minimum delivery requirements shall apply. County does not intend to place multiple small orders, but orders shall be placed at the convenience of each County Department.

- 2.8. Contractor shall be able to provide rental and services for all portable toilets/showers and other site rentals, including services for County owned portable toilets, throughout the entire County of Orange, located at various Facilities throughout the County of Orange.
- 2.9. Contractor shall take orders for portable toilets/showers and other site rentals and services from County Department Site Coordinator. *Acceptance of unauthorized orders for all rentals may result in delayed payment while the charge is being investigated.* Contractor shall work independently with each County Department to get a list of approved County Department Site Coordinators.
- 2.10. Contractor shall provide and maintain a written service log affixed to the inside of the portable toilets/showers and other site rentals that lists the date of each service visit, unless other arrangements are made with each County Department Site Coordinator.
- 2.11. Contractor shall make delivery arrangements directly with the requesting Department at the time of order for the location specified on the order. Deliveries are expected to be made in full, unless other arrangements are made and mutually agreed upon.
- 2.12. Contractor shall bill in accordance to the rates listed in Attachment B–Fees. If Contractor has changes or additional fees are required, Contractor must obtain County Department Site Coordinator approval in writing. County will not pay any amount in excess of project estimate without advance written approval from the County.

3. ORDERS AND ORDERING METHOD

- 3.1. Contractor shall provide a written quote for short or long term rentals based on Attachment B-Fees at the request of County Department Site Coordinator. Written approval of a quote by an authorized County Personnel is required.
- 3.2. Contractor shall have the capability to accept orders through the following methods:
 - 3.2.1. Electronic(email/internet)
 - 3.2.2. Telephone, with follow up email
- 3.3. Contractor shall not require minimum quantity and/or cost per order. No other minimum delivery requirements shall apply. County does not intend to place multiple small orders, but orders shall be placed at the convenience of each Department.
- 3.4. If an order is placed by 12 p.m. (noon), Contractor shall deliver these by next business day, unless other arrangements are made between County and Contractor.

4. HOURS OF OPERATIONS

- 4.1. At Contractor's expense, Contractor shall maintain a telephone answering system, which (at a 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) and an e-mail address to place all orders, as well as a contact name and phone number for 24-hour access.

*Account Representative Name:	Dian Nipper
Telephone No:	(800) 638-1233 Ext. 72006
Cell Phone No:	(626) 255-8790
E-Mail Address:	Dian.Nipper@unitedsiteservices.com
AFTER-HOURS CONTACT	
*After Hours Contact Name:	Dian Nipper
After Hours Telephone No:	(626) 255-8790
After Hours E-Mail address:	Dian.Nipper@unitedsiteservices.com

*Any changes in Account Representative shall be notified in writing to County, County Procurement Buyer listed under Articles 29-Notices.

Holidays Observed by County:

New Year's Day	Martin Luther King Day	Presidents' Day
Lincoln's Birthday	Memorial Day	July 4 th
Columbus Day	Labor Day	Veterans Day
Thanksgiving & Day After Thanksgiving		Christmas

- 4.2. Contractor shall complete all work between the hours of 8:00 am to 5:00 pm (PDT), Monday through Friday, unless other arrangements are made and approved by County Department Site Coordinator.
- 4.3. Contractor shall accommodate County with flexible schedules to meet each Department requirements due to facility structure and/or hours of operations. County and Contractor shall coordinate and agreed upon the day(s) of the week and time of day for rental deliveries and service visits.

5. PORTABLE TOILETS/SHOWERS RENTAL DESCRIPTIONS:

- 5.1. For purpose of this Contract (Bid solicitation), the dimensions of the portable various rentals listed in Attachment B - Fees should be similar or as the ones listed below:
 - 5.1.1. Standard Portable Toilet (Approx.): Height 88", Width 44", Depth 48"
 - 5.1.2. ADA Compliant Portable Toilet (Approx.): Height 90", Width 67"; Depth 86.5" or Height 91", Width 77", Depth x 77
 - 5.1.3. Restroom Trailers: Various 2, 4, 6, or 8 Private rooms
 - 5.1.4. Single Person Shower Room (Approx.): Height 91", Width 47", Depth 47"
 - 5.1.5. Shower Trailers: Various 2, 4, 6, or 8 Private rooms for showers.
 - 5.1.6. Portable Toilets/Shower and Restroom/Shower Trailers colors and sizes may vary.
- 5.2. Portable toilets shall be enclosed with a door that can be locked from the inside, properly ventilated and include a urinal, dispensers for toilet paper and disposable paper seat covers and deodorizer.
- 5.3. Portable toilets/showers provided under this contract will be furnished with installed padlock hasps at no additional fees whenever requested by the County Department Site Coordinator.
- 5.4. Portable toilets with sinks should include the liquid soap and paper towels with dispensers and should be replenished every time the portable toilet is serviced.
- 5.5. 2-Station Sink is free standing; and placed outside of portable toilet unit; these shall include liquid soap and paper towels with dispensers.
- 5.6. ADA Restroom shall be compliant with all Americans Disabilities Act (ADA) Regulations, including California Code, Title 24.
- 5.7. 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, properly lit and ventilated and may or may not include a sink(s). Men's restroom trailer shall also include 2 to 6 urinals. Restroom trailers connected to sewer do not required service, unless requested by County Site Department Coordinator and shall be billed at the rates on Section 3 of Attachment B.
- 5.8. Single person shower rooms are non-heated showers with a door that can be locked from the inside, properly ventilated and lit with shelving keep toiletries or hooks to hang apparel.

- 5.9. Shower Trailers may have 2, 4, 6 or 8 private rooms for showers, with a door that can be locked from the inside (occupancy indicator) for each shower, properly ventilated and lighted, proper drainage, water, electrical and water heating connection ready. Shower trailers may or may not include toilets and sinks.
- 5.10. Additional site rentals may be added or deleted at the discretion of the County, throughout the term of the Contract to meet County requirements. The site rental fees or service fees shall be similar to other site rentals in Attachment B or per percentage discount quote.
6. **SHORT TERM PORTABLE TOILET RENTAL:**
- 6.1. Short rental term will not to exceed seven (7) consecutive calendar days.
- 6.2. County may require temporary placements of portables toilets/showers and other site rentals periodically for special events.
- 6.3. Special events may be held in the designated location or park by County, which requires Contractor to provide portable toilets/showers and other site rentals; Contractor shall accommodate these requests.
- 6.4. Contractor shall extend contract pricing to County's request for these services as categorized in Attachment B for Short Term Rentals.
- 6.5. All rental charges shall include delivery, set-up, and pick-up for each portable unit category.
7. **LONG TERM PORTABLE TOILET RENTAL:**
- 7.1. Long term rental of portable toilets/showers and/or other site rentals under this Contract shall be billed on a monthly billing cycle and may be cancelled by the County with 24 hour notice to Contractor.
- 7.2. The charges for long term toilets/showers that are cancelled during the course of a billing cycle shall be billed per unit cost and the number of times the portable toilet/showers or other site rental was serviced.
- 7.3. Charges for additional services for long term rental shall be according to the Service Cost as listed in Attachment B – Fees.
8. **SERVICES**
- 8.1. Service visits shall include maintenance such as: waste disposal, remove litter, clean and disinfect interior surfaces, provide and replenish toilet paper, seat covers, liquid soap and paper towels when included and needed; remove graffiti from interior and exterior of portable toilets/showers and other site rentals, perform repairs as needed to make the equipment usable and maintain user privacy. Service visits for restroom/shower trailers with sewer connection, County shall be responsible to restock toiletries supplies, unless other arrangements are made by County Department Site Coordinator.
- 8.2. Service visits to restroom/shower trailers with no sewer connection, shall include services listed on 8.1 (when applicable) and bill at the rates in Attachment B. Restroom/Shower trailers with sewer connection shall not be serviced, unless requested and arrangements are made with each respective County Department Site Coordinator. Otherwise, County shall be responsible to replenish all supplies for use of rental units.
- 8.3. Services for all Portable toilets/showers and other site rentals that cannot be repaired to usable condition on site must be replaced within 48 hours from discovery of issue and reported to County Department Site Coordinator.
- 8.4. Contractor is responsible for proper and lawful disposal of all waste removed from all portable toilets/showers and other site rentals.

- 8.5. County owned portable toilets and holding tank equipment must be serviced equally and/or exceed industry standards at the fees listed in Attachment B-Fees.
 - 8.6. The fees 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/SP showers shall also include loss limit insurance.
- 9. PLACEMENTS OF PORTABLE TOILET/SHOWERS:**
- 9.1. County and Contractor will coordinate the placements of portable toilets/showers and other site rentals to accommodate the intended users and to allow access for service by Contractor at all times.
 - 9.2. At the County's direction, Contractor shall secure portable toilets/showers and other site rentals sited on soil or mulch with stakes or other attachment methods to prevent the unit from being tipped.
 - 9.3. No portable toilets/showers and/or other site rentals sited on turf shall be staked.
- 10. REMOVAL OF TOILETS/SHOWERS:**
- 10.1. Contractor shall remove portable toilets/showers and/or other site rentals rented by the County for special events within forty eight (48) hours after the event closes. No unit rental charges shall be accepted after notice, unless other arrangements are made and approved by County Department Site Coordinator.
 - 10.2. Longer term portable toilets/showers and/or other site rentals shall be removed by the end of third business day following notice of written cancellation by County.
- 11. PADLOCKS:**
- 11.1. Portable toilets/showers and/or other site rentals access gates leading to rentals location will be padlocked at the County's discretion. Contractor shall coordinate with each County Department Site Coordinator accordingly.
 - 11.2. Contractor is not authorized to duplicate County Department keys and shall request replacement or additional keys from the County Department Site Coordinator.
 - 11.3. County will provide Contractor with a minimum of two (2) keys for each padlocked location.
- 12. DELIVERY AND SET UP CHARGES:**
- 12.1. All site rentals initial delivery/set up/hook-up and removal fees shall be all inclusive in the unit rental price, unless a request by County Department Site Coordinator to move the same site rental unit/trailer at a separate time and location is made after initial delivery and set up.

Under such circumstance, delivery and set up fees under Attachment B "Moving Fees" may be applicable. No overtime rate shall be paid, unless prior approval in writing by County Department Site Coordinator.
- 13. TEMPORARY FENCING**
- 13.1. Contractor shall be able to provide temporary fencing rentals and services, including all necessary hardware and tools needed to deliver/setup and remove/pick-up as per Attachment B-Fees.
 - 13.2. **Initial delivery/set up cost and removal/pick-up cost shall be all inclusive in the unit price on Attachment B-Fees "Section 4",** unless a request by County to move the temporary fence after initial delivery/set up at a different time and to another location is requested by County Department Site Coordinator. Under such circumstance, charges under Attachment B-Section 4 "Temporary Fence-Delivery/Set up Fees" may be applicable. No overtime rate shall be paid, unless prior approval in writing by County Department Site Coordinator.

- 13.3. Contractor shall provide a written estimate for all temporary fencing and shall obtain written approval from County Department Site Coordinator prior to delivery of rental or start of project. If changes or additional fees are required, Contractor shall immediately contact the County Department Site Coordinator for approval. County will not pay any amount in excess of project estimate without advance written approval from the County.
 - 13.4. Contractor shall remove from the site and properly dispose of all trash after the completion of each project. County trash bins or dumpsters shall not be used for this purpose, unless authorized by County Department Site Coordinator.
 - 13.5. Contractor shall provide rentals and repairs on temporary fencing at the rates set in Attachment B - Fees, Section 4.
 - 13.6. Prevailing Wages for the craft of Fence Builder (Carpenter) may be applicable on some projects. Contractor shall have written approval by the County Site Coordinator prior to starting any project that requires prevailing wages.
 - 13.7. Contractor shall work individually with each County Department Site Coordinator and shall be able to accommodate each facility hours of operations as requested. County Departments may have different hours of operations but all non-urgent services shall be done within each Department regular business hours, even if these differ from listed hours.
14. **LOSS LIMIT INSURANCE:**
- 14.1. The fee per service listed in Attachment B shall include Loss Limit Insurance with a maximum \$100 deductible. In the event that Contractor suffers the total loss of a portable toilet rented to the County due to negligence or intentional acts of vandalism, the County'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/SP shower replacement value. Restroom and Shower Trailers excluded.
15. **EMERGENCY ORDER REQUESTS**
- 15.1. Contractor shall accept emergency service requests under the following circumstances:
 - 15.1.1. Contractor fails to adequately service portable toilet/shower during regular scheduled service leaving the toilet/shower unusable. This service will be provided at no additional cost to the County.
 - 15.1.2. For reasons beyond the control of Contractor or County, portable toilet/shower that requires service in addition to the regularly scheduled service.
 - 15.2. Contractor shall bill for emergency service at the rate listed in Attachment B-Fees. This fee is per call and service is required on the same day it was requested, unless arrangements are made with County Department Site Coordinator.
 - 15.3. Contractor shall obtain a written consent from the County Department Site Coordinator prior to providing this type of service.
 - 15.4. Contractor shall bill the emergency rate on top of the Additional Service Charge as listed on Attachment B-Fees.
 - 15.5. All emergency deliveries shall be coordinated with each respective ordering site coordinator or Department.
 - 15.6. The Intent of this Contract is for daily operations; however, in an Emergency Event or Declared Disaster by the County, Contractor shall service the County during such an emergency under the same terms and conditions that apply during regular standard non-emergency/disaster conditions. This Contract may be subject to unusual usage. Emergency Events or Declared Disasters may be rare occurrences.

16. **OTHER SITE RENTALS: INTENTIONALLY LEFT BLANK (NO BID).**

17. **CONTRACT AWARD AND TRANSITION**

- 17.1. Current Contractor shall keep all units at current locations until contacted by County Department Site Coordinator to coordinate the removal of rental units and its replacements under new Contract. Current Contractor, new awarded Contractor and County Department Site Coordinator shall work together to ensure for a smooth transition, minimize disruption of County operations and insure uninterrupted services.
- 17.2. Current Contractor shall continue to service all rental units until a replacement is installed or given specific instructions by each County Department Site Coordinator.
- 17.3. All schedules and/or appointments shall be coordinated with the County Department Site Coordinator from each County Department. Current Contractor may be required to provide a current list of all rentals under this Contract to County Department Site Coordinator.
- 17.4. Current Contractor shall remove portable toilets in such manner to keep damage to strict minimal and shall repair damage area to the County property (if any) as to follow and respect all applicable safety codes. Damages shall be reported immediately to County Department Site Coordinator.
- 17.5. New awarded Contractor shall work and coordinate with each County Department Site Coordinator to minimize interruption of services during transition of removal of previous Contractor's rental equipment and the set-up of new equipment and services.
- 17.6. Current Contractor shall complete the removal of their respective rental equipment by no later than the last day of their contract term. New awarded Contractor shall start set-up of rental equipment at the start of their Contract term. This transitional period shall not exceed 60 calendar days for current Contractor and new awarded Contractor.
- 17.7. Final and last invoice for current Contractor, under no circumstances current Contractor's final invoice shall surpass their Contract expiration date. No exceptions.
- 17.8. Initial invoice for new awarded Contractor shall start on Contract start date. No exceptions.

18. **COUNTY RESPONSIBILITIES**

- 18.1. County shall appoint a County Department Site Coordinator for each department and/or service order, including a telephone number. An additional County phone number shall be provided as a back-up contact.
- 18.2. County Department Site Coordinator shall ensure Contractor access to all County service locations and site facilities.
- 18.3. County Departments shall be responsible for amending their subordinate Contracts as facilities may be added or deleted and service hours may be increased or decreased at a given location at any time during the term of the Contract.
- 18.4. The County will provide a minimum 24 hour advance notice when ordering toilet/shower rentals and other site rentals and services for delivery. Any rentals/services ordered after 12:00 p.m. (Noon) shall be delivered by the next business day, unless the County Department Site Coordinator specifies a later day.
- 18.5. County Departments shall provide Contractor with a list of County staff authorized to place orders under this Contract for their particular Department.

19. **SECURITY REQUIREMENTS**

The County operates several secured facilities: most notable are several Probation, District Attorney's, Sheriff, and Airport operated sites. Contractors and their employees who perform services in these facilities will be required to strict operation policies and may be required to pass a background check prior to their employment due to security requirements for certain facilities covered under this Contract. During performance of the work, especially at detention facilities, workers shall closely monitor all tools, equipment and other materials at all times. Workers shall have no contact verbal or physical, with any inmate of these facilities. These policies have been designed with the primary purpose of ensuring a safe and secure environment for all involved.

1. Contractor will provide a list of all personnel/employees who will be directly performing tasks associated with the Contract. Contractor's personnel/employees providing service in a secured detention facility, a Probation facility or a Sheriff's facility, will be expected to pass two (2) separate background checks performed by the Orange County Sheriff's Department and the Orange County Probation Department. No changes shall be authorized to the approved list without a request in writing submitted by Contractor and approved by the County Site Coordinator. At no time will unauthorized Contractor employees perform any task associated with this Contract. If this occurs, Contractor will be notified that they have not complied with the terms of this Contract and are subject to Contract termination. The list of all Personnel/Employees working on County projects shall be submitted prior to award of this Contract.
2. Contractor shall prepare and submit a Security Clearance form to the County Site Coordinator for all persons who will be working on or who will need access to secured facilities.
3. Security Clearance forms shall be submitted at least five (5) working days prior to the start of work or prior to the use of any person subsequent to the start of work.
4. Said Security Clearance forms shall be thoroughly and accurately complete. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
5. No person shall be employed on this work who has not received prior clearance from the Probation Department, Sheriff's Department or John Wayne Airport.
6. The County, John Wayne Airport, the Probation Department and the Sheriff's Department are not under any obligation to give a reason clearance is denied.
7. Contractor shall be responsible to sign in with the County Site Coordinator or designee, as required. Upon arrival at any secure facility (e.g., JWA, Probation) Contractor shall report to the Central Control Center (Control). Contractor personnel shall have no contact, either verbal or physical, with internees in secured detention facilities.

Specifically:

- a. Do not give names or addresses to internees.
- b. Do not receive any names or addresses from internees.
- c. Do not disclose the identity of any internee to anyone outside the facility.
- d. Do not give any materials to internees.
- e. Do not receive any materials from internees (including materials to be passed to another individual or internee).

**Failure to comply with these requirements is a criminal act and can result in prosecution.*

8. Any Contractor personnel/employee(s) engaged in the performance of work under this Contract shall be expected to pass the screening requirements and abide by all of the security

requirements set forth by the Federal Aviation Administration (FAA) and the County of Orange.

"The Federal Aviation Administration (FAA) approved security program for John Wayne Airport requires that each person issued a John Wayne Airport security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of the airport".

All persons within the restricted air operation areas of the airport are required to display, on their person, a John Wayne Airport security badge, unless they are specifically exempted for reasons or they are under escort by a properly badge individual. Each airport employee or airport tenant employee who has been issued a John Wayne Airport security badge is responsible for challenging any individual who is not properly displaying an airport issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid John Wayne Airport security badge must immediately be referred to the Sheriff's Department Airport Detail Office for proper handling.

The John Wayne Airport security badge is the property of the County of Orange and must be returned upon termination of employment at John Wayne Airport. The loss of a badge shall be reported within twenty-four (24) hours to the Sheriff's Department Airport Dispatch Center (949) 252-5000. A report shall be made before a replacement badge will be issued.

9. All vehicles parked on-site shall be locked and thoroughly secured at all times.
10. All equipment and materials shall remain in Contractor possession at all times and shall never be left unattended. All lost or misplaced equipment or materials shall be reported immediately to the (a) security staff or Control in secured detention facilities or (b) the escort or Control in Sheriff's facilities.
11. Personnel shall not smoke or use profanity or other inappropriate language while on-site.
12. Personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession.
13. Personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all equipment and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
14. Contractor employee(s) shall be well-disposed to the public and County staff utilizing the facilities but shall be responsive only to the requests of the County Site Coordinator unless otherwise directed and shall direct all inquiries or requests to the County Site Coordinator.

**ATTACHMENT B
FEES**

1. **PRICING:** This is a firm-fixed fee Contract between the County and Contractor for Portable Toilet rental and services as set forth in Attachment A, "Scope of Work.

Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C of County Contract.

2. **FEES:**

SECTION 1 – SHORT TERM PORTABLE TOILETS/ RENTAL (Not to exceed 7 Days)				
Item No	Item Description		Unit Rental Price	Comments
001	Standard Portable Toilet		\$50.00	
002	Standard Portable Toilet with Sink		\$75.00	
003	Portable Toilet, Flush Unit		\$80.00	
004	2 Station Sink		\$50.00	
005	ADA Portable Toilet (Short Term)		\$80.00	
006	Containment Tray		\$9.20	
007	Restroom Trailers	2-Private Rooms	\$700.00	2 Unit Solar
008		4-Private Rooms	\$1,400.00	4 Unit Solar
009		6-Private Rooms	\$4,500.00	
010		8-Private Rooms	\$6,000.00	
011	Single Person (SP) non-heated shower Room		\$150.00	
012	Shower Trailers	2-Private Rooms	\$1,100.00	
013		4-Private Rooms	\$2,200.00	
014		6-Private Rooms	\$4,000.00	
015		8-Private Rooms	\$6,000.00	

SECTION 2 – LONG TERM PORTABLE TOILETS/SHOWERS RENTAL				
Item No	Item Description		Unit Rental Price	Comments
016	Standard Portable Toilet		\$10.00	
017	Standard Portable Toilet w/Sink		\$15.00	
018	Portable Toilet, Flush Unit		\$20.00	
019	2 Station Sink		\$10.00	
020	ADA Portable Toilet		\$15.00	
021	250 Gal Holding Tank		\$10.00	

SECTION 2 – LONG TERM PORTABLE TOILETS/SHOWERS RENTAL					
Item No	Item Description		Unit Rental Price	Comments	
022	Place Holder Table 1 - Containment Tray		\$9.20		
023	Restroom Trailers	2-Private Rooms	\$1,400.00		
024		4-Private Rooms	\$2,800.00		
025		6-Private Rooms	\$6,000.00		
026		8-Private Rooms	\$10,000.00		
027	Single Person (SP) non-heated shower Room		\$300.00		
028	Shower Trailers	2-Private Rooms	\$2,200.00		
029		4-Private Rooms	\$4,900.00		
030		6-Private Rooms	\$8,000.00		
031		8-Private Rooms	\$10,000.00		
SECTION 3 – CLEANING SERVICES FOR LONG TERM RENTALS					
Item No	Item Description		UOM	Service Cost	Comments
023	Cleaning Service Only-Standard Portable Toilet, County Owned		Per Visit	\$11.14	
024	Standard Portable Toilet		Per Visit	\$10.58	
025	Standard Portable Toilet w/Sink		Per Visit	\$11.95	
026	Portable Flush Unit		Per Visit	\$16.63	
027	Restroom Trailer (Sewer Connected). If requested by County.		Per Visit	\$200.00	
028	2 Station Sink		Per Visit	\$10.57	
029	ADA Portable Toilet		Per Visit	\$14.55	
030	Restroom Trailers No sewer connection	2-Private Rooms	Per Visit	\$80.00	2 Unit Solar
031		4-Private Rooms	Per Visit	\$160.00	4 Unit Solar
032		6-Private Rooms	Per Visit	\$250.00	
033		8-Private Rooms	Per Visit	\$250.00	
034	Single Person (SP) No-Heat Shower Room		Per Visit	\$50.00	
035	Shower Trailers No sewer connection	2-Private Rooms	Per Visit	\$100.00	
036		4-Private Rooms	Per Visit	\$250.00	
037		6-Private Rooms	Per Visit	\$250.00	
038		8-Private Rooms	Per Visit	\$250.00	
039	250 Gal Holding Tank		Per Visit	\$40.00	
040	150 Gal Holding Tank		Per Visit	\$35.00	
041	Containment Tray		Per Visit	\$0.00	

SECTION 4 – TEMPORARY FENCING RENTALS AND REPAIRS					
TEMPORARY FENCING - 6' HIGH PANEL FENCING					
Item No	Item Description	UOM	Period of Time	Unit Price	Comments
038	Panel Fencing 6' High	Linear Foot	0-1 Month	\$0.90	
039	Panel Fencing 6' High	Linear Foot	1-6 Months	\$1.50	
040	Panel Fencing 6' High	Linear Foot	6-12 Months	\$2.25	
TEMPORARY FENCING - 6' HIGH POST IN GROUND FENCING					
Item No	Item Description	UOM	Period of Time	Unit Price	Comments
041	Post in Ground 6' High	Linear Foot	0-1 Month	\$1.05	
042	Post in Ground 6' High	Linear Foot	1-6 Months	\$1.50	
043	Post in Ground 6' High	Linear Foot	6-12 Months	\$2.25	
REPAIR SERVICES FOR TEMPORARY FENCING					
Item No	Item Description	UOM	Rate	Comments	
044	Fence Builder (Business Hours)	Non-Prevailing Wages	Hourly	\$25.00	
045		Prevailing Wages	Hourly	\$0.00	Current Prevailing Wage at time of install will be paid.
046	Fence Builder (After Hours)	Non-Prevailing Wages	Hourly	\$38.00	
047		Prevailing Wages	Hourly	\$0.00	Current Prevailing Wage at time of install will be paid.
048	Fence Builder (Holidays/Weekends)	Non-Prevailing Wages	Hourly	\$50.00	
049		Prevailing Wages	Hourly	\$0.00	Current Prevailing Wage at time of install will be paid.
DELIVERY/ SET-UP FEES FOR TEMPORARY FENCING					
Item No	Item Description	UOM	Unit Price	Comments	
050	Delivery/Set-Up (Business Hours)	Hourly	\$25.00		
051	Delivery/Set-Up (After Hours)	Hourly	\$38.00		
052	Delivery/Set-Up (Holidays/Weekends)	Hourly	\$50.00		

SECTION 5 – ADDITIONAL MISCELLANEOUS FEES				
Item No	Item Description	UOM	Cost Per Visit	Comments
053	Additional Service Weekdays for Portable Toilets/ SP Showers and Restroom/Shower Trailers: Monday–Friday, 8:00 am to 5:00 pm (PDT). This cost will be on top of the service cost.	Per Unit	\$10.00	
054		Per Trailer	\$100.00	
055	Additional Service on the Weekends, Holidays, and After Hours for Portable Toilets/SP Showers and Restroom/Shower Trailers.	Per Unit	\$100.00	
056		Per Trailer	\$350.00	
057	Emergency Call Fees (same day) Service Visit for Portable Toilets/SP Showers and restroom/shower trailer): Monday–Friday, 8:00 am to 5:00 pm; (PDT). 4 Hour Response Time. (This cost will be on top of the service Cost)	Per Unit	\$100.00	
058		Per Trailer	\$100.00	

SECTION 5 – ADDITIONAL MISCELLANEOUS FEES				
Item No	Item Description	UOM	Cost Per Visit	Comments
059	Emergency Call fees (same day) Service Visit for Portable all rentals on the Weekends, Holidays, and County afterhours. 4 Hour Response Time. (This cost will be on top of the service Cost)	Per Call	\$100.00	
060		Per Call Trailers	\$100.00	
061	Weekends/Holidays & Afterhours delivery or Pick Up charge (Unlimited number of Toilets/SP Showers, not trailers). Per call, not unit.	Per Call	\$200.00	
062	Weekends/Holidays & Afterhours delivery or Pick Up charge. (Restroom/Shower Trailers). Per call	Per Call	\$300.00	
063	Emergency Delivery or Pick-up Cost (Unlimited number of Portable Toilets/SP Showers). Per call	Per Call	\$100.00	
064	Emergency Delivery or Pick-up Cost for Restroom/Shower Trailers. Per Call	Per Call	\$250.00	
065	Staking Portable Toilets/SP Showers to the ground. (Perform as needed)	Per Unit	\$20.00	
066	Chaining Portable Toilet/SP Shower to a tree/post. Perform as needed/requested.	Per Unit	\$20.00	
067	Moving Fees–Standard Portable Toilets/SP Showers	Per Call	\$20.00	
068	Moving Fees - Standard Portable Toilet w/Sink	Per Call	\$20.00	
069	Moving Fees - Portable Toilet, Flush Unit	Per Call	\$20.00	
070	Moving Fees - 250 Gal Holding Tank	Per Call	\$20.00	
071	Moving Fees - ADA Portable Toilet	Per Call	\$20.00	
072	Moving Fees – Toilet/Shower Trailers	Per Trailer	\$295.00	
073	Hook Up Fee (Optional-250 Gal Holding Tank)	Per Install	\$60.00	
074	Hook Up Fees (Restroom/Shower Trailer, all inclusive).	Per Install	\$295.00	
075	Hand Sanitizer (For Short Term Rentals)	Per Unit	\$5.00	
076	Hand Sanitizer (For Long Term Rentals)	Per Unit	\$10.00	

SECTION 6 – OTHER SITE RENTAL DISCOUNTS - INTENTIONALLY LEFT BLANK (NO BID).

ATTACHMENT C
COMPENSATION AND PAYMENT TERMS

1. **COMPENSATION:** This is a firm-fixed fee Contract between the County and Contractor for Portable Toilet Rental and Services as set forth in Attachment A, “Scope of Work.”

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work.

The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C “Amendment” of the County Contract Terms and Conditions.

2. **PRICE INCREASE/DECREASES:** No price increases will be permitted during the first period of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor’s profit will not be allowed.
3. **FIRM DISCOUNT AND PRICING STRUCTURE:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
4. **CONTRACTOR’S EXPENSE:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
5. **PAYMENT TERMS – PAYMENT IN ARREARS:** Invoices are to be submitted in arrears to the user Department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the Department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

6. **TAXPAYER ID NUMBER:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

7. **PAYMENT – INVOICING INSTRUCTIONS:** The Contractor will provide a standard invoice or an invoice on the Contractor’s letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
- a. Contractor’s name and address
 - b. Contractor’s remittance address, if different from 1 above
 - c. Contractor’s Taxpayer ID Number
 - d. Name of County Agency/Department
 - e. Delivery/service address
 - f. Master Agreement (MA) or Purchase Order (PO) number
 - g. Agency/Department’s Account Number
 - h. Date of invoice
 - i. Product/service description, quantity, and prices
 - j. Sales tax, if applicable
 - k. Freight/delivery charges, if applicable
 - l. Total

The responsibility for providing all acceptable invoice(s) to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction. Authorized County Department staff member or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

8. **PAYMENT(ELECTRONIC FUNDS TRANSFER (EFT):** The County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. The County of Orange, Auditor-Controller Department will control and initiate payment. To request an EFT form, please contact County of Orange, Auditor-Controller Compliance Unit via telephone at (714) 834-3503 or via e-mail to Admin.Vendor@ac.ocgov.com.