

BID NUMBER PA-02207

TO: CITY OF LONG BEACH
CITY MANAGER
ATTN: CITY CLERK
333 West Ocean Boulevard, Plaza Level
Long Beach, California 90802



INVITATION TO BID
RENTAL OF PORTABLE
CHEMICAL TOILETS

CONTRACT NO. 30298

1. COMPLETE CONTRACT:

This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.

2. SERVICES TO BE PROVIDED BY THE CONTRACTOR:

Contractor shall upon acceptance of this Bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.

3. AMOUNT TO BE PAID:

The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.

4. CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:

When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.

5. DECLARATION OF NON-COLLUSION:

The undersigned certifies or declares under penalty of perjury that this Bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

BIDDER MUST COMPLETE AND SIGN BELOW:

(Signature of Corporate Officers or persons authorized to sign bids and contracts on behalf of the Contractor - refer to page 2 Instructions Concerning Signatures.)

EXECUTED AT: Westborough MA ON THE 1 DAY OF August, 2007.
CITY STATE MONTH

COMPANY NAME: United Site Services of California, Inc. TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 4511 N. Rowland Ave. CITY: El Monte STATE: CA ZIP: 91731

PHONE: (800) 688-1233 FAX: (626) 453-3540

SI [Signature] COO - Chief Operating Officer
(SIGNATURE) (TITLE) and Vice President

Mark San Fratello Guy@Unitedsiteservices.com
(PRINT NAME) (EMAIL ADDRESS)

SI [Signature] Secretary
(SIGNATURE) (TITLE)

Ronald Parfugas Guy@Unitedsiteservices.com
(PRINT NAME) (EMAIL ADDRESS)

ALL SIGNATURES MUST BE NOTARIZED FOR ALL COMPANIES LOCATED OUTSIDE THE STATE OF CALIFORNIA.
NO OUT-OF-STATE BID WILL BE CONSIDERED UNLESS A NOTARIAL ACKNOWLEDGMENT IS ATTACHED.
NOTARIES ARE NOT REQUIRED FOR CALIFORNIA BIDDERS.

IN WITNESS WHEREOF the City of Long Beach has caused this contract to be executed as required by law as of the date stated below.

THE CITY OF LONG BEACH
BY [Signature]
Director of Financial Management

10/25/07
Date

APPROVED AS TO FORM 10/18, 2007.
ROBERT E. SHANNON
CITY ATTORNEY
[Signature]
Deputy

BID NUMBER PA-02207

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women, Long Beach and Other Business Enterprises (DBEs, MBEs, WBEs, LBBEs and OBEs) to compete successfully in supplying our needs for products and services.

The following information is submitted regarding the Bidder:

Legal Form of Bidder:

Corporation State of CA
Partnership State of _____
General Limited
Joint Venture
Individual DBA _____
Limited Liability Company State of _____

Composition of Ownership (more than 51% of ownership of the organization):

OPTIONAL

Ethnic (Check one):

Black Asian Other Non-white
 Hispanic American Indian Caucasian

Non-ethnic Factors of Ownership (check all that apply):

Male Yes - Physically Challenged Under 65
 Female No - Physically Challenged Over 65

Is the firm certified as a Disadvantaged Business: Yes No

Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?

Yes No

Name of certifying agency: _____

INSTRUCTIONS CONCERNING SIGNATURES

Please use the proper notary form, which applies to your type of organization on all Bid documents, attachments and bonds requiring a signature by officers of your company.

NOTE: FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF YOUR BID.

INDIVIDUAL (Doing Business As)

- a. The only acceptable signature is the owner of the company. (Only one signature is required.)
- b. The owner's signature must be notarized if the company is located outside of the state of California.

PARTNERSHIP

- 1) The only acceptable signature(s) is/are that of the general partner or partners.
- 2) Signature(s) must be notarized if the partnership is located outside of the state of California.

CORPORATION

- a. Two (2) officers of the corporation must sign.
- b. Each signature must be notarized if the corporation is located outside of the state of California.

OR

- a. The signature of one officer or the signature of person other than an officer is acceptable if the Bid is accompanied by a certified corporate resolution granting authority to said person to execute contracts on behalf of the corporation.
- b. Signature(s) must be notarized if the corporation is located outside of the state of California.

LIMITED LIABILITY COMPANY

- a. The signature on the Bid must be a member or, if the Articles provide for a manager, must be the manager. (Only one signature is required.)
- b. Signature must be notarized if the company is located outside of the state of California.

THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562-570-6362.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of _____

County of _____

On _____ Before me, _____
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared _____
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

- PARTNER(S) TITLE(S)
 - LIMITED
 - GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES):

SIGNER(S) OTHER THAN NAMED ABOVE

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

The preparation of the Bid, including visits to the Site prior to submittal of the Bid, shall be at the expense of Bidder. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the Bid and shall be disregarded by the City. Any changes or corrections in the Bid must be initialed in ink by the person signing the Bid. Bidder shall state brand name or make of each item bid. If not bidding on item as described, the manufacturer's name and catalog number of the substitute must be given. Bidder shall also attach specifications and furnish other data to establish the suitability of the substitute. Bidder shall quote separately on each item. Bidder shall quote his lowest price and best delivery date as no changes are permitted after the bid opening. Cash discounts offered for payment within fourteen (14) days or less will not be considered when evaluating bids. No telephonic, telegraphic or fax Bids are acceptable.

NOTE: ALL PAGES OF THE INVITATION TO BID MUST BE RETURNED.

2. EXAMINATION OF BID:

Bidder is responsible for examining the Invitation to Bid and submitting its Bid complete and in conformance with these instructions.

3. CONDITIONS OF WORK:

Bidder shall carefully examine the Site to become fully informed regarding all existing and expected conditions and matters, which could affect performance, cost or time of the Work.

4. DISCREPANCIES IN BID DOCUMENTS:

If Bidder finds discrepancies in or omissions from the Invitation to Bid, if the intent of the Invitation is not clear, or if provisions of the Specifications restrict Bidder from bidding, he may request in writing that the deficiency(s) be modified. Such request must be received by the City Purchasing Agent at least five (5) working days before bid opening date. Bidders will be notified by Addendum of any approved changes in the Invitation to Bid.

5. ORAL STATEMENTS:

The City of Long Beach shall not be bound by oral statements made by any employee or agent concerning this Invitation to Bid. If Bidder requires specific information, Bidder must request it in writing and obtain a reply in writing from the City.

6. BRAND NAMES AND SPECIFICATIONS:

The detailed specifications and/or brand names stated are descriptive only and indicate quality, design and construction of items required. Offers will be considered to supply articles substantially the same as those described herein but with minor variations. Bidders must describe variations in the Bid. Substitute items must be equal in quality, utility and performance. The phrase "or approved equal" throughout the specifications means that the City in its sole and absolute discretion shall make the final determination whether or not the substitute items are equal.

7. AWARD:

Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by Bidder. The City reserves the right to award all items to one Bidder, or to award separate items or groups of items to various Bidders, or to increase or decrease the quantities of any item. Bidder may submit alternate prices or name a lump sum or discount conditional on two or more items being awarded to him.

The City's purchases of goods and services are based on the City's actual needs and requirements. The City is obligated under this contract/purchase order to purchase and pay for only those goods and services that the City needs and requires, and that the City actually orders and receives. Any dollar amount identified as a "not to exceed" amount in any City document is not a guaranteed payment amount to any contractor or service provider. Furthermore, the City may determine that its needs and requirements may be met by City labor or by a second contractor or service provider, even after an award is made to one contractor or service provider. An award is not a promise or guarantee of exclusivity.

Bidders are cautioned that comments and statements, whether oral or written, made by City employees regarding the validity of Bids, the waiver of deviations from Specifications, the possibility or probability of an award being made to a particular Bidder, and other similar matters are NOT binding on the City. Bidders should not order materials, obtain financing or take other actions based on such comments and statements. Only authorization of a Contract by the City Council or issuance of a Purchase Order is conclusive and binding on the City with respect to this Bid and its resulting Contract or Purchase Order. However, prior to authorization by the City Council or issuance of the Purchase Order, Bidders may rely on: (1) approval of an "equal" or "substitute" item which will be issued in writing, and (2) written notice of intent to award by the City Council, which is often issued prior to the authorization by the City Council so that a Bidder can order materials that have a long lead time.

8. PAYMENT:

Payment terms are NET/30 unless Bidder otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of goods and on receipt of Contractor's invoice.

In the event the Contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of moneys by the City to ensure performance of such Contract, Contractor may deposit with the City, as a substitute for said withheld moneys, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution and bears all expenses in connection therewith.

9. SAFETY APPROVAL:

Where required by City Regulations, any items delivered must carry Underwriters Laboratories Approval or City of Long Beach City Safety Officer approval. Failure to so comply will be cause to reject Bid. Also, any equipment must conform with the Safety Orders of the California Division of Industrial Safety and OSHA regulations.

INSTRUCTIONS TO BIDDERS

10. PUBLIC WORK AND PREVAILING WAGES:

In the performance of public work under any Contract, Contractor shall comply with the provisions of Standard Specifications for Public Works Construction, latest edition, and City of Long Beach Amendments thereto. Where labor is required for public work as part of this Contract, Contractor shall pay no less than the prevailing wages set by the Director of the Department of Industrial Relations of the State of California. A copy of the wage schedule can be obtained from the City Engineer.

The Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classifications or type of workers needed to execute the Contract, and the same is on file with the City Engineer, 9th floor, City Hall, 333 W. Ocean Boulevard, Long Beach, California 90802. It shall be mandatory upon the Contractor to whom the Contract is awarded, and his Subcontractors to pay not less than the said prevailing rate of wages to all workers employed by Contractor or said Subcontractors in the execution of the Contract.

11. RIGHT TO REJECT:

The City reserves the right to reject at any time any or all Bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, utility, durability or performance of the items.

12. SAMPLES:

Samples of items when requested or required must be furnished to the City free of expense to the City and, if not destroyed by tests, will upon request be returned at Bidder's expense.

13. PRICES:

Prices shall be in accordance with those extended to other governmental agencies. In case of error in extension of prices, unit price will govern. All prices must be firm for the Contract term unless the City specifically provides for adjustment.

14. CITY'S POLICY FOR MINORITY AND WOMEN-OWNED BUSINESSES:

The City of Long Beach is committed to providing maximum opportunities for Disadvantaged, Minority, Women, Long Beach and Other Business Enterprises (DBEs, MBEs, WBEs, LBEs, and OBEs) to compete successfully in supplying our needs for products and services.

Please visit <http://www.longbeach.gov/diversity> for more information on the City's Diversity Outreach Program.

SUBCONTRACTORS

To assist the City in maintaining records of its Minority and Women Outreach Program, Bidder is requested to provide the following information. Answers are optional, and failure to answer will not disqualify Bid. If additional space is required, Bidder shall attach a separate sheet.

The following Minority- or Woman-owned subcontractors are to be utilized to provide equipment, material, supplies and/or services for this Contract requirement:

Company Name: _____

Address: _____

Commodity/Service Provided: _____

Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)

Black	()	American Indian	()
Hispanic	()	Other Non-white	()
Asian	()	Caucasian	()

Certified by: _____

Valid thru: _____

Dollar value of participation: \$ _____

15. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

Each Bid must be delivered to the location and received on or before the due date and time stated herein. Bids will not be accepted after the date and time stated herein. Bids may be withdrawn without prejudice providing the written request is received by the City Clerk no later than the time set for opening Bids. Withdrawals will be returned to Bidder unopened. Failure to respond to three (3) Invitations to Bid without reason may constitute cause to remove Bidder's name from the bidding list.

SUBMIT TO:
CITY OF LONG BEACH
CITY CLERK
333 W OCEAN BLVD/PLAZA LEVEL
LONG BEACH CA 90802

BID DUE DATE: AUGUST 2, 2007

TIME: 11:00 am

IF BIDDER HAS ANY QUESTIONS REGARDING THIS INVITATION TO BID PLEASE CONTACT THE FOLLOWING CITY PERSONNEL.

A. COMMERCIAL (TERMS AND CONDITIONS, ETC.)

<u>TRENEISE BATES</u>	<u>562 570 - 6020</u>
BUYER	TELEPHONE NUMBER

B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)

<u>KARIE WEBBER</u>	<u>562 570 - 6200</u>
DEPARTMENT CONTACT	TELEPHONE NUMBER

16. BID OPENING PROCEDURES:

All Bids will be publicly opened and read at the date and time specified in Instructions to Bidders, Item 15.

It is our policy not to release price information on these Bids until the department has reviewed them and award has been approved by the City Council and the City Attorney. At that time, the information becomes public. You are welcome to review the results at that time by calling the buyer that handled that Bid and setting up an appointment. Due to the large volume of Bids received, Bid results will not be given out by phone and information will not be faxed.

After the Purchasing Division has analyzed the Bids, the name of the apparent low Bidder will be posted on the Internet for a period of one (1) month, together with the rankings of the top three Bidders. These rankings will not contain price information.

CAUTION: Only the City Council has authority to make an award, and a contract is not in effect until the City Council makes an award and contract documents (including insurance and bonds) are signed, submitted and approved.

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within seven (7) calendar days after the date of the Bid opening.

INSTRUCTIONS TO BIDDERS

17. INTER-AGENCY PARTICIPATION:

IF OTHER AGENCIES EXPRESS AN INTEREST IN PARTICIPATING IN THIS BID, WOULD YOU SUPPLY THE SAME ITEMS.

YES X NO

(If yes, any agency electing to participate in this Bid will order its own requirements without regard to the City of Long Beach. The City of Long Beach assumes no liability or payment guarantee on any units sold to participating agencies.)

18. AMERICANS WITH DISABILITIES ACT:

Contractor shall have and be allocated the sole responsibility to comply with the Americans with Disabilities Act of 1990 ("ADA") with respect to performance hereunder and contractor shall defend, indemnify and hold the City, its officials and employees harmless from and against any and all claims of failure to comply with or violation of the ADA as said claim relates to this Contract.

CONTRACT - GENERAL CONDITIONS

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging, crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use, excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by Contractor for such an adjustment must be made within thirty (30) days of such change.
6. Contractor warrants that the goods, machinery or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety (90) days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Contractor shall defend, indemnify and hold the City, its officials and employees harmless from any and all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorney fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omissions of Contractor, its officers, agents and employees in the performance of this Contract.
8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.
9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. All royalties for patents, or changes for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.

CONTRACT – GENERAL CONDITIONS

14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any and all loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.
15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
19. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery or equipment supplied hereunder.
20. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
21. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
22. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
23. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
24. Contractor shall submit samples of all documents that Contractor may require the City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the Contract to a Contractor who has submitted said samples, the City does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the Contract between the City and the Contractor.
25. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
26. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
27. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified" means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the Purchasing Agent. The form must be submitted and the permit(s) obtained as soon as Contractor receives a notice of award. Contractor shall not order any materials or equipment over \$100,000 from vendors outside California until the form is submitted and the permit(s) obtained and, if Contractor does so, it shall be a material breach of the Agreement. In addition, Contractor shall make all purchases from its Long Beach sales office and the Long Beach sales office of its vendors if those vendors have a Long Beach office and all purchases made by Contractor under this Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.

CONTRACT – GENERAL CONDITIONS

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Eugene Fong at 562-570-5023 for assistance with the form.

28. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve fifty (50) percent diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.

29. **NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:**

Responses to this Invitation to Bid become the exclusive property of the City of Long Beach. All Bids submitted in response to this invitation to Bid are a matter of public record and shall be regarded as public records. Exceptions will be only those elements in each Bid that are defined by the Bidder as business or trade secrets and are marked as "Trade Secrets", "Confidential" or "Proprietary".

The City shall not be liable or responsible in any way for disclosure of any records not marked as "Trade Secrets", "Confidential" or "Proprietary". The City shall not be liable or responsible in any way for disclosure of any records so marked if disclosure is deemed to be required by law or by a court order.

30. **THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE CONTRACTOR IS TO PERFORM WORK ON CITY PROPERTY:**

- A. If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.
- B. Contractor shall carry on the Work at its own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at the Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.
- C. Contractor shall procure and maintain at Contractor's expense for the duration of the Contract the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Contract by Contractor, its agents, representatives, employees or subcontractors:

- (1) Comprehensive General Liability: \$1,000,000 combined single limit for each occurrence or \$2,000,000 General Aggregate for bodily injury, personal injury and property damage, including products and completed operations coverage.

The City, its officials, employees and agents shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; and premises owned, leased or used by Contractor.

- (2) Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
- (3) Workers' Compensation as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

Any self-insurance program and self-insured retention must be separately approved in writing by the City.

Each insurance policy shall be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after thirty (30) days prior written notice to the City.

CONTRACT – GENERAL CONDITIONS

Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:

- a. Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or
- b. Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

All coverages for Subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.

Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Before any of Contractor's or Subcontractor's employees shall do any Work on the City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.

Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit Contractor's liability under this Contract.

- D. Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any and all liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of Contractor at the Site.
- E. Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

ESTIMATED SCHEDULE

Bid Release Date	July 17, 2007
Last Day to Submit Questions	July 24, 2007
Bids Due	August 2, 2007
Bid Evaluation	August 15, 2007
Award Contract	August 24, 2007
Contract Start Date	September 1, 2007

ADDENDUM

Bidders are responsible for and shall check the purchasing web page at www.longbeach.gov/purchasing or contact the assigned buyer three (3) days prior to the bid closing date to inquire about and include any addenda incorporated into this bid. Bidder must download bid specifications and addenda from the City's website. Failure to include the addenda with the bid will cause the bid to be rejected.

TERM OF CONTRACT

The contract period is twelve (12) months from date of award. This Contract may be extended by mutual agreement for up to two (2) additional periods of one year each, in accordance with terms and conditions stated herein. It is agreed that, if the City intends to exercise its extension option for the two additional one-year periods, the City shall so notify the Contractor no later than thirty (30) days prior to the expiration date.

No price increases will be allowed during the first twelve-month contract period. Notwithstanding the foregoing, the City and the Contractor may agree to a price increase during the first twelve-month contract period only in the event of a governmental or other act or event beyond either party's control that directly impacts the prices quoted in this bid by the Contractor.

BASIS OF AWARD

The City reserves the right to award portions of this bid to one or more Contractors, or to withdraw this bid at any time.

Without limiting the power and authority with which it is vested, the City shall be the sole authority in determining the lowest responsible bidder, taking into consideration bidder's experience, references, equipment, facility, operations, quality, fitness, capacity, and adaptability in respect to the requirements of the specifications for the services proposed. Bid completeness, clarity, accuracy, and compliance with City requirements shall also be determining factors of award. The City reserves the right to award contracts on an "All or None" or on an "Individual" basis.

Award may be made to different Contractors for all items for the sections listed below, or on an "all or none" basis to one Contractor. Contractor must quote on all items within each section, or the bid for that section will be deemed not responsive.

SECTION A – LONG-TERM PORTABLE TOILET RENTAL SERVICE
SECTION B – SHORT-TERM PORTABLE TOILET RENTAL SERVICE
SECTION C – MISCELLANEOUS SERVICES

FUTURE AMENDMENTS

The City reserves the right to add and/or delete portable toilets, service and/or supply items, as necessary. Any such revisions shall be accomplished by an amendment to the Contract.

EXTENSIONS

This Contract is subject to extension for two additional one (1) year periods from the date of expiration of this Contract, at the option of the City, in accordance with the option granted in your bid.

Price increase shall not exceed 0 % during first renewal.

Price increase shall not exceed 0 % during second renewal.

SUPPLEMENTAL PROVISIONS**REFERENCES AND QUALIFICATION REQUIREMENTS**

Competency of Contractors: No quote will be accepted from or contract awarded to a contractor who is not licensed in accordance with the law, who does not hold a license qualifying him to perform work under this Contract, to whom a quote form has not been provided, and who has not successfully performed on projects of similar character and scope.

Each Contractor shall be fully qualified by ability, knowledge and experience to satisfactorily perform the work required in these specifications. Contractor must present evidence indicative of its ability to finance, provide, and sustain the specified services to the satisfaction of the City. Failure to include any of the following information as requested below may cause bid to be deemed non-responsive if the City has no recent experience with Bidder.

1. **Client References:** Contractor shall furnish on a separate sheet of paper a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom bidder has provided similar services. The City intends to contact these customers to determine reliability, Contractor's performance, service and other information.
2. **General Business Statement:** Contractor shall furnish a statement of all of the important business activities of Contractor's major business. This statement should emphasize the required minimum of three (3) consecutive years of recent experience in the provision of the specified maintenance services at similar sized facilities with similar service levels as those required for this Contract.
3. **Proof of Insurability:** Contractor shall furnish a letter of commitment from an insurance company, acceptable to the City, setting forth that adequate insurance coverage (as further described in the General Conditions hereof) will be available at the time of award of Contract. Letters of intent from insurance brokers will not be considered acceptable substitutes.
4. **License Certification:** Contractor shall provide a copy of each valid license listed below, must be submitted with this bid package.

The undersigned hereby declares that he is a Contractor and has been in business for 3.5 years; has a valid State of California Contractor's License sufficient to qualify as a Contractor in this case and a current City of Long Beach Business License; and will obtain all required permits.

A. California Contractor's License No.:

873553

Expires: 2-29-08

Classification: C-10 as Applicable

B. Long Beach Business License No.:

BU20559230

(Required upon notification of award)



References

Department of Water and Power
P.O. Box 51211
Los Angeles, CA 90051-5511
Bob Jones
213-367-3401

Los Angeles World Airports
P.O. Box 92882
Los Angeles, CA 90009
Carl Jones
714-390-2022

City of Los Angeles
555 Ramirez St., Space 312
Los Angeles, CA 90012
Cliff Cortes
213-978-2611

Los Angeles County Parks
433 South Vermont Ave.
Los Angeles, CA 90020
Bob Merriman – 626-625-0376
Mika Yamamoto – 626-575-5526

Los Angeles Unified School District
1406 S. Highland Ave.
Los Angeles, CA 90019
El Chavez – 323-5492038
Jack Hyatt – 213-272-9425



Main Office: 4511 N. Rowland Ave. • El Monte, CA 91731 **Phone:** (800) 638-1233 **Fax:** (626) 454-5916

www.unitedsiteservices.com

United Site Services is committed to being the best provider for your portable restroom needs. We have been your current provider for portable toilets and service for the last three years and would love to continue to do business with all of your departments.

We take pride in the quality of our service and attention to detail. When your staff is managing a temporary project or an event, whether it is a concert in the park, community fair, construction or remodel of a park bathroom, or an emergency delivery for a water outage, we have been there to help. We have handled your contract with care and devotion. United Site Services has the right kind of products, services and expertise to ensure your satisfaction. We have a more extensive selection of restroom trailers, deluxe portable restrooms and standard portable toilets than any other supplier in this area. In addition to portable sanitation we offer portable showers, temporary fence, power, and storage.

Our customers include Los Angeles Unified School District, County of Los Angeles Parks, AYSO, Boys and Girls Clubs, California State Parks, Girl Scouts and Boy Scouts of America, many local baseball leagues, and several different city entities.

United Site Services can do this job better than anyone else. Our managers and employees are dedicated to this contract and take pride in working with the City of Long Beach and all of the departments associated with this contract. We would be thankful and thrilled to keep working with you on it.



Liberty Mutual Group
6800 College Blvd., Suite 700
Overland Park, KS 66211
Toll Free: 1-800-255-0254 x215
Tel : (913)681-1700 x215
Fax: (913)685-7499

August 1, 2007

The City of Long Beach
333 West Ocean Blvd.
Plaza Level
Long Beach, CA 90802

RE: United Site Services, Inc.

Please be advised the coverage shown on the attached certificate for the following policies are in effect from 11/3/2006 to 11/3/2007:

- TB2-641-435338-026 - *General Liability*
- AS2-641-435338-036 - *Automobile Liability*
- WA7-64D-435338-016 - *Workers' Compensation*

Sincerely,

Judy O'Neal

Judy O'Neal
Customer Service Coordinator

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

11/03/2007

DATE (MM/DD/YY)
08/01/2007

PRODUCER
LOCKTON COMPANIES, LLC-1 KANSAS CITY
444 W. 47th Street, Suite 900
Kansas City Mo 64112-1906
(816) 960-9000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
1051643 UNITED SITE SERVICES
PO BOX 6006
EL MONTE CA 91734

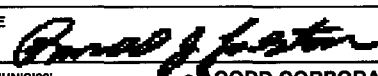
INSURER A: LIBERTY MUTUAL FIRE INS. CO.-KC
INSURER B: AMERICAN GUAR & LIAB INS CO. ZURICH
INSURER C: LIBERTY INSURANCE CORPORATION
INSURER D:
INSURER E:

COVERAGES XO THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	TB2641435338026	11/03/2006	11/03/2007	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> CONTRACTUAL/XCU				PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLLUTION				GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	AS2641435338036	11/03/2006	11/03/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ XXXXXXXX
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$ XXXXXXXX
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<input checked="" type="checkbox"/> HIRED AUTOS				
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
<input checked="" type="checkbox"/> COMP/COLL \$250,000					
<input type="checkbox"/> DEDUCTIBLE					
	GARAGE LIABILITY	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX
	ANY AUTO				OTHER THAN EA ACC \$ XXXXXXXX
					AUTO ONLY: AGG \$ XXXXXXXX
B	EXCESS LIABILITY	AUC427541602	11/03/2006	11/03/2007	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> UMBRELLA FORM				\$ XXXXXXXX
	<input type="checkbox"/> RETENTION \$				\$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WA764D435338016	11/03/2006	11/03/2007	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
THE CITY OF LONG BEACH, IT'S OFFICIALS, EMPLOYEES AND AGENTS ARE ADDITIONAL INSURED ON GENERAL LIABILITY AS REQUIRED BY WRITTEN CONTRACT SUBJECT TO POLICY TERMS AND CONDITIONS.

CERTIFICATE HOLDER 2934599 THE CITY OF LONG BEACH 333 WEST OCEAN BLVD. PLAZA LEVEL LONG BEACH CA 90802	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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-----Original Message-----

From: John Roudabush [<mailto:john.roudabush@zurichna.com>]

Sent: Wednesday, August 01, 2007 4:08 PM

To: Neppl, Mary

Subject: United Site Services, Inc. -- # AUC4275416-02

To Whom It May Concern:

Please be advised the coverage shown on the attached certificate for the following policy # AUC 4275416-02 is in effect from 11/3/06 to 11/3/07.

John B. Roudabush
Senior Underwriter
Excess Casualty Division
Zurich North America

(See attached file: Certificate.pdf)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

11/03/2007

DATE (MM/DD/YY)
08/01/2007

PRODUCER
LOCKTON COMPANIES, LLC-1 KANSAS CITY
444 W. 47th Street, Suite 900
Kansas City Mo 64112-1906
(816) 960-9000

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INSURERS AFFORDING COVERAGE

INSURED
1051643 UNITED SITE SERVICES
PO BOX 6006
EL MONTE CA 91734

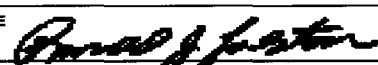
INSURER A : LIBERTY MUTUAL FIRE INS. CO.-KC
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INSURER D :
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	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> CONTRACTUAL/XCU				PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLLUTION				GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	AS2641435338036	11/03/2006	11/03/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
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	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$ XXXXXXXX
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
<input checked="" type="checkbox"/> COMP/COLL \$250,000 DEDUCTIBLE					
	GARAGE LIABILITY	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX
	ANY AUTO				OTHER THAN EA ACC \$ XXXXXXXX
					AUTO ONLY: AGG \$ XXXXXXXX
B	EXCESS LIABILITY	AUC427541602	11/03/2006	11/03/2007	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> UMBRELLA FORM				\$ XXXXXXXX
	RETENTION \$				\$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WA764D435338016	11/03/2006	11/03/2007	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
					E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

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CERTIFICATE HOLDER 2934599 THE CITY OF LONG BEACH 333 WEST OCEAN BLVD. PLAZA LEVEL LONG BEACH CA 90802	ADDITIONAL INSURED: INSURER LETTER: _____	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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482
ACCOUNT: BU20559230
4

CITY OF LONG BEACH, CALIFORNIA
BUSINESS LICENSE
OWNERSHIP NON-TRANSFERABLE
LICENSE EXPIRES ON 12/01/07

DATE: 03/13/07

THE LICENSEE NAMED BELOW IS AUTHORIZED TO OPERATE THE FOLLOWING TYPE OF
BUSINESS: PERSONAL SERVICES - OTHER
LOCATED AT: 4511 N ROWLAND AVE

PRODUCT: PORTABLE TOILET

|||||
UNITED SITE SERVICES OF CA INC
P O BOX 93070
CITY OF INDUSTRY CA 91715

AUTHORIZED BY MICHAEL A. KILLEBREW
DIRECTOR - FINANCIAL MGMT

SUPPLEMENTAL PROVISIONS**REFERENCES AND QUALIFICATION REQUIREMENTS (continued)**

5. **Contact Information:** Contractor shall provide contact information under emergency and non-emergency conditions:

PRIMARY CONTACT:

NAME: Shelley Cheney
TITLE: Account Rep.
ADDRESS: 4511 N. Rowland Ave, El Monte, CA 91731
OFFICE PHONE: (626) 698-3130
FAX: (626) 453-3540
CELL: (626) 975-7892
EMAIL: Shelley.cheney@unitedsiteservices.com

SECONDARY CONTACT:

NAME: Debbie Cheney
TITLE: Account Rep.
ADDRESS: 4511 N. Rowland Ave, El Monte, CA 91731
OFFICE PHONE: (626) 698-3128
FAX: (626) 453-3540
CELL: (626) 975-7894
EMAIL: debbie.cheney@unitedsiteservices.com

EMERGENCY CONTACT (24/7):

NAME: Shelley Cheney
TITLE: Account Rep.
CELL: (626) 975-7892

SUPPLEMENTAL PROVISIONS**BOND PROVISIONS**

N/A

INSURANCE AND ENDORSEMENTS**AMENDMENTS TO INSURANCE**

Item #30, page 9, "Contract - General Conditions", is supplemented with the following:

- (a) **All Risk Property Insurance** in an amount sufficient to cover the full replacement value of Contractor's personal property, improvements and equipment used or stored on City premises. With respect to damage to property, City and Contractor hereby waive all rights of subrogation, one against the other, but only to the extent that collectible commercial insurance is available for said damage.

ENDORSEMENTS

All applicable original endorsements must also be filled with the City of Long Beach before the purchase order is issued, including but not limited to:

- a. An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 11 85 or CG 20 26 11 85) naming "The City of Long Beach, its officials, employees and agents" as additional insureds under the general liability policy. Failure to comply with this requirement will prevent the City from issuing a purchase order.
- b. An endorsement to each policy stating that such policy shall not be cancelled by either party or reduced in coverage except after thirty (30) days prior written notice to the City and that the policy shall apply on a primary, non-contributing basis in relation to any insurance or self-insurance, primary or excess, maintained by or available to the City or any employee or agent of the City.

Other Insurance Provisions

No policy required by this section shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnities.

All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Contract limits the application of such insurance coverage.

Verification of Coverage and Certificates of Insurance

Contractor shall furnish the City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the contract. The City reserves the right to require complete, certified copies of all required policies and endorsements.

CONTRACT SPECIFICATIONS**SCOPE OF WORK**

The Contractor shall provide rental of portable chemical toilets as provided in the specifications to various City locations.

The portable toilet units listed in the schedule of bid items are defined as follows:

Standard Portable Toilet	3 ft. x 3 ft.
ADA Portable Toilet	6 ft. x 6 ft. (with full wheelchair accessibility)

Portable toilets shall be enclosed with a door that can be locked from the inside and include a commode, urinal and dispensers for toilet paper and disposable paper seat covers. A padlock hasp or handle that will accept a padlock will be provided when requested by the City. The Contractor shall provide and maintain a written service log affixed to the inside of the portable toilet that lists the date of each service visit.

Units shall be delivered with the following items and ready for use:

A	Toilet Paper
B	Seat Covers
C	Fresh Deodorant Air Sanitizer
D	Water where applicable (approximately 5 gallons)
E	Hand Sanitizer

CONTRACT SPECIFICATIONS**SERVICE OF UNITS**

Service visits shall include the following: pump out waste, remove litter, clean and disinfect interior surfaces, provide and replenish toilet paper, seat covers, fresh deodorant, hand sanitizer and water, where applicable. Remove graffiti from interior and exterior of portable toilet and perform repairs as needed to make the toilet usable and maintain user privacy.

***NOTE:** Portable toilet units that cannot be repaired to usable condition on site must be replaced. Contractor is responsible for proper and lawful disposal of all waste removed from the portable toilets.*

DISPOSAL OF WASTE

The Contractor is responsible for the disposal of waste in each unit.

***NOTE:** See RECYCLABLES, RECYCLED CONTENT for further details. It is the intent of the provision described below to inform prospective contractors that the City will expect the successful contractor to use, whenever possible, recycled and/or recyclable products during the performance of the contract.*

SERVICE HOURS

The Contractor shall service the portable toilets only between the hours of 7:00 AM and 4:00 PM unless directed otherwise by City staff. The City may also specify the day of the week and time of day for servicing of the portable toilets to accommodate City requirements.

EMERGENCY SERVICE

The City will request emergency service under two circumstances: 1) Contractor fails to adequately service toilet during regular scheduled service leaving the toilet unusable. This service will be provided at no cost to the City. 2) For reasons beyond the control of the Contractor, toilets require service in addition to the regularly scheduled service. This service will be charged at the emergency service rates listed in the schedule of bid items.

The Contractor shall furnish and deliver emergency units within four (4) hours after notification from the City.

SERVICE LOG

The Contractor shall provide and maintain a written service log affixed to the inside of each portable toilet that lists the date of each service visit.

CONTRACT SPECIFICATIONS**RENTAL TERM**

Long-term rental of portable toilets under this agreement shall be on a month-to-month basis and may be cancelled by the City with 24-hour notice to the Contractor. The charges for long-term toilets that are cancelled during the course of a month shall be determined by prorating the amount based on the number of calendar days involved. Event rental portable toilets shall be charged on a rental period not to exceed seven consecutive days.

DELIVERY, PLACEMENT AND REMOVAL**ORDERING TOILETS**

The City will provide a minimum 24-hour advance notice when ordering toilets for delivery. Toilets ordered by 12:00 p.m. (Noon) shall be delivered by the next business day unless the City representative specifies a later day and time. The Contractor will be provided a list of City staff authorized to order portable toilets. Acceptance of unauthorized orders for portable toilets may result in delayed payment while the charge is being investigated.

PLACEMENT OF TOILETS

The Contractor shall advise the City's requesting department of delivery time and confirm placement locations prior to delivery of units. The City and the Contractor will coordinate the placement of portable toilets to accommodate the intended users and to allow access for service by the Contractor at all times. At the City's direction, the Contractor shall secure portable toilets sited on soil or mulch with stakes or other attachment methods to prevent the unit from being tipped. No portable toilets sited on turf shall be staked.

REMOVAL OF TOILETS

The Contractor shall remove portable toilets rented by the City for special events within forty-eight (48) hours after the event closes. Long-term portable toilets shall be removed by the end of the third business day following notice of cancellation by the City.

The Contractor shall remove and replace damaged or vandalized units within four (4) hours after notification from the City.

ADDING TOILETS TO THE CONTRACT

The City may add portable toilets to the contract, as needed, based on the City's requirements. The cost per service for portable toilets added to the contract will be based on the cost per service quoted by the bidder for similar portable toilets listed in the schedule of bid items.

CONTRACT SPECIFICATIONS**SPECIAL EVENTS (NON-CITY)**

Various organizations hold special events throughout the City, including, but not limited to, filming events, Grand Prix, etc., which require the sponsors to provide their own portable toilets. These toilets are not included in the City's Contract. However, the successful bidder may extend contractual pricing to these organizations, at their discretion.

PADLOCKS

Portable toilets and access gates leading to portable toilet locations will be padlocked at the City's discretion. The City will provide the Contractor with a minimum of two (2) keys for each padlocked location. The Contractor is not authorized to duplicate City keys and shall request replacement or additional keys from the City's contract administrator. Portable toilets provided under this contract will be furnished with installed padlock hasps at no additional charge whenever requested by the City.

ENVIRONMENTAL REQUIREMENTS

The Contractor shall conduct all aspects of its operation in compliance with all state and federal laws and regulations. The Contractor shall immediately inform the City of any investigation, citation or legal action by any regulatory agency related to the Contractor's obligations under this Contract.

STORM WATER MANAGEMENT PLAN

The Contractor shall ensure that all personnel whose responsibilities involve cleaning or waste disposal are trained in Best Management Practices, as set forth in the City's NPDES permit and Storm Water Management Plan. The Contractor must conduct its services in accordance with the City's Stormwater Management Plan (i.e. National Pollutant Discharge Elimination Program, or NPDES).

- a. Appurtenances must be cleaned by method(s), which do not result in runoff going into any water, gutter or storm drains. Only potable water may flow into any water, gutter or storm drains.
- b. All wash water must be disposed of to a sanitary sewer.
- c. No litter, debris, or other materials and substances may be washed, swept, or blown into the street or storm drains.
- d. All liquids, including but not limited to, rinse water and cleaning agents, must be properly disposed of in compliance with all laws and regulations. No liquid or product of any kind may be discharged to a gutter, storm drain or paved surface where it could be carried to the storm drain system or to water.

CONTRACT SPECIFICATIONS**RECYCLABLES, RECYCLED CONTENT**

NOTE: It is the intent of the provision described below to inform prospective Contractors that the City will expect the successful Contractor to use, whenever possible, recycled and/or recyclable products during the performance of the Contract.

Recycled Content Preference

It is the City policy, whenever practicable, to purchase functional products which contain, in order of preference:

1. The highest percentage of post-consumer recovered material available in the marketplace; and
2. The highest percentage of secondary waste recovered material available in the marketplace.

Recyclability and Waste Reduction

In addition to the recovered material content of a product, important criteria in selecting products shall also be:

1. The ability of the product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs; and
2. The volume and toxicity of waste and by-product a given product and its packaging generate in their manufacture, use, recycling, and disposal. Products and packaging designed to minimize waste and toxic by-products in their manufacture, use, recycling, and disposal shall be preferred.

Equipment Compatibility

Equipment purchased or rented by the City shall be compatible, whenever practicable, with the use of recycled-content products.

Minimum Content Requirements

For the purposes of this general provision, the following minimum content requirements apply:

1. Recycled paper products shall consist of at least 30 percent, by fiber weight, postconsumer fiber.
2. For recycled compost, at least 80 percent of the product shall consist of materials that would otherwise be normally disposed of in landfills.
3. For recycled plastic products the total weight shall consist of at least 10 percent postconsumer material.

[Source: California Public Contract Code, Section 12207 and 12209].

CONTRACT SPECIFICATIONS**LIQUIDATED DAMAGES**

Time is of the essence. If delivery is not completed by the time stated previously for delivery, Contractor acknowledges and agrees that such delay would seriously affect the public welfare and the operation of the City and that damages for such delay would be impracticable or extremely difficult to determine. The parties agree that the sum of \$100 per day for each day of delay for each unit shall be fixed as liquidated damages (and not as a penalty or forfeiture for breach). Liquidated damages shall apply where delivery is delayed beyond the time stated and where delivery of materials to replace materials deemed substandard or nonconforming by the City is delayed beyond the time specified for such replacement. Liquidated damages shall not apply to the time between the date Contractor delivers the unit(s) and the date the City notifies Contractor that the City has rejected the units due to substandard or nonconforming materials.

Should the successful Contractor be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the City, or by strikes, fire, act of God, or by the inability to obtain materials, equipment, or labor due to Federal Government restrictions, then the time of completion shall be extended for such period as may be agreed between the City and Contractor. The City may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete on time due to any of the above reasons after hearing evidence to the reasons for such delay and making a finding as to the cause of same.

PAYMENT DEDUCTIONS INVOLVING CONTRACTOR'S NON-COMPLIANCE

Payments shall be made for monthly services completed in accordance with tasks identified in each "Bid Section" hereof for each City facility. No payments shall be made for non-performance of services.

The City may make deductions from Contractor's invoice if work is not performed or is not performed to the City's satisfaction. The City will give verbal notification describing the deficient work or work not performed. If, in the judgment of the City, a correction has not occurred after verbal notification, a written notice to the Contractor for failure to correct the deficiencies shall be issued. If, in the judgment of the City, after receiving the written notice, the deficiency is not corrected in a timely manner, or continues to re-occur, **\$100 shall be deducted from the payment for each deficiency** at the facility not maintained in accordance with the provisions of these specifications.

Thereafter, if Contractor is deemed in default, the City at its option in addition to, or in lieu of, other remedies provided herein, **may withhold the entire monthly payment**. The deduction shall not be construed as a penalty but as an adjustment of payment to Contractor in order to recover a portion of the City's costs due to the failure of the Contractor to complete or comply with the provisions of this Contract.

In addition to the remedies provided heretofore, the Contract may be terminated in accordance with and as described in "Default By Contractor/Termination/Obligation Of Surety", upon Contractor's failure to correct deficiencies in a timely manner.

CONTRACT SPECIFICATIONS**DEFAULT BY CONTRACTOR/TERMINATION/OBLIGATION OF SURETY**

Notwithstanding and in addition to "Payment Deductions Involving Contractor's Non-Compliance" described previously, the City may terminate this Contract without liability for damages when, in the City's sole opinion, the Contractor is not diligently performing or otherwise not complying in good faith with the Contract, has become insolvent, has assigned or subcontracted any part of the work without the consent of the City, or has otherwise defaulted in performance of the Contract, and has not otherwise cured such default after a period of ten (10) days notice given by the City to do so.

If the City terminates the Contract, the City will give notice to that effect to the Surety and Surety shall, within five (5) business days after delivery of the notice, assume control and perform the work as successor to the Contractor, and shall be paid by the City for all work performed.

If the Surety does not comply with such notice within said five (5) day period or, after starting to comply, fails to continue, the City may exclude the Surety and the Contractor from all City facilities and have the work completed by City employees, by another Contractor, or by a combination of such methods.

All costs incidental to the default of the Contractor shall be charged to the Contractor and the Surety, and may be deducted from any monies due the Contractor. Surety shall pay, within fifteen (15) calendar days after receipt of an invoice, all such incidental costs less any amount deducted from monies due.

TEMPORARY SUSPENSION OF WORK**SUSPENSION BY CITY**

The City's representative(s) shall have the authority to suspend work by the Contractor, wholly or in part for such period as necessary due to unsuitable work conditions, failure of Contractor to carry out directions, unsafe or hazardous conditions, or failure to perform in accordance with these specifications.

SUSPENSION BY CONTRACTOR

The Contractor shall request permission of the City's representative(s), during City business hours, to temporarily suspend work wholly or in part for such period as necessary due to unsuitable, unsafe, or hazardous work conditions or failure of the City to notify the Contractor of changes in locks, security codes or access to facilities being cleaned.

CONTRACT SPECIFICATIONS**SUBCONTRACTING**

No performance of this Contract or any portion thereof may be assigned or subcontracted by Contractor without the express written consent of the City. Any attempt by the Contractor to assign or subcontract any performance of the terms of this Contract without said consent shall be null and void and shall constitute a default under this Contract. In the event of such a default, the City may immediately terminate this Contract.

In the event the City consents to assignment or subcontracting, each term and condition of this Contract shall be binding on the assigns, successors or administrators of the respective parties.

In the event the City consents to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Contract is a subcontract under the terms of a prime Contract with the City of Long Beach. All provisions of that prime Contract shall apply to this subcontract."

The Contractor and all subcontractors must obtain and maintain in effect a valid City of Long Beach Business License prior to commencement of work, and during the entire time that work is being performed under the Contract. All permits and licenses necessary to the performance of custodial services shall be secured by the Contractor at the Contractor's own expense. The Contractor shall pay all taxes properly assessed against any equipment or property used or required in connection with the performance of custodial services.

Contractor shall indemnify, defend, and hold harmless the City and its employees and agents from any and all liability arising or resulting from the employment of any subcontractors and their employees in the same manner as for Contractor's own employees.

INDEPENDENT CONTRACTOR

The Contract between City and Contractor is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association, as between the City and Contractor. The Contractor understands and agrees that all persons furnishing services to the City pursuant to this Contract are, for purposes of Workers' Compensation Liability, employees solely of Contractor and not of the City. The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services provided to the City hereunder.

VALIDITY

The invalidity, unenforceable or illegality of any provision of the Contract shall not render the other provisions invalid, unenforceable, or illegal.

CONTRACT SPECIFICATIONS**CONFLICT OF INTEREST**

The Contractor represents and warrants that no City employee whose position in the City enables him/her to influence the award of the Contract or any competing Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or does or shall have any direct or indirect financial interest in this Contract.

NON-COLLUSION AFFICATION

The Contractor represents and warrants, that:

- a. The bid is not made in the interest of, or on behalf of, any undisclosed person or entity.
- b. The bid is genuine and not collusive or false.
- c. The Contractor has not, directly or indirectly
 - i. Induced or solicited any other contractor to submit a false bid;
 - ii. Colluded, conspired, or agreed with any contractor or anyone else to submit a false bid; or
 - iii. Induced anyone to refrain from bidding.
- d. The Contractor has not, directly or indirectly, sought by agreement, communication or conference with anyone to
 - i. Fix the bid price of the Contractor or any other bidder;
 - ii. Fix any overhead, profit or cost element of the bid price, or of that of any other contractor; or
 - iii. Secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract.
- e. All statements contained in the bid are true.
- f. The Contractor has not, directly or indirectly, submitted his or her bid or any breakdown thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person or entity to effectuate a collusive or false bid.

CONTRACT SPECIFICATIONS**COMPLIANCE WITH LAWS**

The Contractor shall keep fully informed, and shall at all times observe and comply with all laws, ordinances, regulations, orders and decrees of bodies or tribunals having any jurisdiction or authority that affect those employed hereunder, and Contractor's performance.

If any discrepancy or inconsistency in relation to any such law, ordinance, regulation, order or decree should be discovered in the Contract, or which may become effective before the expiration of the Contract, the Contractor shall report the same in writing to the City.

The Contractor shall perform all services described herein in compliance with all applicable Federal, State and local laws, rules, regulations and ordinances, including but not limited to, (i) the Americans With Disabilities Act (ADA) of 2090, (42 U.S.C. 12101, et seq.), and any regulations and guidelines issued pursuant to the ADA, which prohibits discrimination against individuals with disabilities and may require reasonable accommodations; and (ii) and California Labor Code Sections 1700-1775, which require prevailing wages (in accordance with DIR schedule at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code Section 1720 et seq. It shall be the sole obligation hereunder of Contractor to obtain any and all licenses, permits and/or clearances necessary and appropriate for performance of the work.

CONTRACT SPECIFICATIONS**RECORD RETENTION, INSPECTION AND AUDIT**

City, State and Federal representatives shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time card or other records relating to work hereunder. The Contractor shall retain such material, including all pertinent costs, accounting, financial records and proprietary data for a period of five (5) years after termination or expiration of the Contract.

The City shall have the right to conduct, at any reasonable time, an audit and re-audit of the books, records, and business conducted by the Contractor and observe the operation of the business so that accuracy of the above records and any of the Contractor's invoices for services provided can be confirmed. The City reserves the right to require the Contractor to provide additional reports and record-keeping processes as the City deems reasonable in order to verify the Contractor's services and invoices for same. All information obtained in connection with the City's inspections of records or audit shall be treated as confidential information and exempt from public disclosure thereof to the extent possible under the law.

If authorized representatives of the City conduct an audit of the Contractor regarding the services provided hereunder and if such audit finds that the City's liability for such services is less than the payments made by the City to the Contractor, then, at the City's discretion, either (a) the Contractor shall immediately repay to the City the overpayment, or (b) the City will give to the Contractor a credit against any future payments due to the Contractor. If such an audit finds that the City's liability for services provided hereunder is more than payments made by the City to the Contractor, then the City shall pay the difference to the Contractor provided that in no event shall the City's maximum obligation exceed the Contract price as originally bid or as stated in an amendment.

CONTRACT SPECIFICATIONS**WAIVER**

Any waiver by the City of any default of any one or more of the terms, covenants or conditions of the Contract shall not be construed to be a waiver of any subsequent or other default of the same or of any other term, covenant, or condition, nor shall failure on the part of the City to require exact and complete compliance with any of the terms, covenants, or conditions be construed as in any manner changing the terms of the Contract or stopping City from enforcing the full provisions thereof.

No delay, failure or omission of the City to exercise any right, power, privilege or option arising from any default, nor any subsequent payments made by the City thereafter shall impair any such right, power, privilege or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.

No notice to Contractor shall be required to restore or revive "time is of the essence" after the waiver by the City of any default.

No option, right, power, remedy or privilege of the City shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given the City hereunder shall be cumulative.

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay timely performance that party shall, within five (5) days, give notice hereof including all relevant information with respect thereto, to the other party.

NON-INTERFERENCE

The Contractor shall not interfere with the public use of the sites and shall conduct its operations as to offer the least possible obstruction and inconvenience to City employees and the public or disruption to the peace and quiet of the area within which the custodial services are performed.

SIGNS AND ADVERTISING

The Contractor shall not post signs or advertising matter on City property without the prior written approval from the City.

CONTRACT SPECIFICATIONS**WORK AND WORKMANSHIP**

The Contractor shall thoroughly complete each task in a professional, workmanlike manner, and shall use quality equipment and materials that comply with all current regulations. The safety of workers, passersby and the public shall be paramount.

The Contractor shall provide the labor, materials and equipment necessary for cleaning and maintenance services, except as otherwise specified hereinafter. Tasks shall be performed with nothing but the highest of standards at no less than the frequencies set forth herein.

The Contractor is hereby required to render and provide custodial services pursuant to the specifications and frequencies established by the City of Long Beach, as set forth herein or revised by the City. The specific frequencies per site are identified in the "Bid Section" and govern the Contractor's completion of required operations.

The Contractor shall designate or assign a representative(s) to act on behalf of the Contractor, if other than the Contractor himself, on all matters affecting work hereunder. Should this individual change, the City's representative(s) must be notified in writing within five (5) days after the change.

The Contractor recognizes that other activities and operations may be conducted by City work forces and other parties under contract with the City. The Contractor may be required to modify or curtail certain tasks and operations and shall promptly comply with any request therefore by the City.

The Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage facilities or turf areas. During the periods when inclement weather hinders normal operations, the Contractor shall adjust its work force and schedule. The Contractor shall immediately notify the City when the work force has been removed from the job site due to inclement weather, or other reasons.

Under no circumstances shall a contracted employee bring children, spouses, relatives or friends to a City facility during contracted working hours.

CONSTRUCTION ACTIVITY & MAINTENANCE FUNCTIONS

In the event that construction activity prevents or limits the Contractor from performing certain maintenance operations, the City, at its discretion, may temporarily or permanently remove the affected areas, or maintenance functions, from the Contract and the Contract price shall be reduced pro rata. The City may also request the Contractor to modify maintenance operations, perform other maintenance operations, or perform additional frequencies of other maintenance operations, in lieu of reducing the Contractor's payment.

CONTRACT SPECIFICATIONS**INQUIRIES AND COMPLAINTS**

The Contractor shall maintain an office located within one (1) hour's response time from the facilities requiring maintenance services under this contract and shall maintain a telephone there, listed in the telephone directory in its own name or in the firm name by which it is most commonly known. During the daily hours of maintenance operation, the Contractor shall have a responsible person, who is proficient in English, employed to take the necessary action regarding all inquiries and complaints that may be received from the City. An answering service shall be considered an acceptable substitute to full-time coverage, provided that Contractor is advised of any complaint within one (1) hour after receipt of such complaint by the answering service.

During normal working hours, the Contractor's Foreman or an employee of the Contractor who is responsible for providing services shall be available for notification through electronic communications.

During normal days and hours of operation, whenever immediate action is required to prevent impending injury, death or property damage, the City may, after reasonable attempt to notify the Contractor, cause such action to be taken by the City work force and charge the cost thereof as determined by the City to the Contractor or may deduct such cost from an amount due to the Contractor from the City.

The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto or the reason for non-action. The log of complaints shall be open to the inspection of the City at all reasonable times.

All complaints shall be resolved as soon as possible after notification, but in all cases within twenty-four (24) hours, and to the satisfaction of the City representative(s). If any complaint is not resolved within this time, the City shall be notified immediately of the reason for not resolving the complaint, followed by a written report to the City within five (5) days. If the complaints are not resolved within the time specified or to the satisfaction of the City, the City may correct the specific complaint and the total cost incurred by the City will be deducted from the payments owing to the Contractor from the City.

ACCIDENT REPORTING

The Contractor shall immediately notify the designated City Representative(s) of any accident, regardless of whether or not injury or damage is evident, involving patrons and the Contractor's staff, vehicles, and/or equipment. The Contractor shall provide all written reports and/or documentation requested by the City.

CONTRACT SPECIFICATIONS**DAMAGE CAUSED BY CONTRACTOR**

The Contractor shall be responsible for ensuring that all reasonable precautions are taken to protect grounds, landscaping, ground fixtures, equipment, and electrical equipment and cables, and all other physical objects upon delivering, servicing, maintenance and removal of portable toilet units. Upon verification by the City's Representative(s) of causes and costs of damage, Contractor shall pay City for said damage.

All damage to components (i.e. appurtenances) caused by the Contractor, shall be corrected at the Contractor's sole expense.

If the Contractor, its employees or subcontractors cause damage to any City property, then the Contractor shall repair and/or replace such damage at its own cost within a reasonable time or the City may repair or cause the repair of such damage and the cost thereof shall be deducted from monies due to the Contractor from the City.

BLANKET PURCHASE ORDER (BPO) / AUTHORIZED PERSONNEL

A Blanket Purchase Order (BPO) will be sent to the Contractor by the City Purchasing Agent. City personnel authorized to make releases (purchase orders) against the BPO will be indicated on the BPO. Shipment shall be made against the BPO release number. Releases shall be allowed only if the appropriate BPO number is indicated on the BPO release issued by the using department. Contractor must reference the BPO release number and not the BPO number on all invoices.

METHOD OF BILLING

The Contractor shall submit an original invoice and two (2) copies to the City of Long Beach Accounts Payable and one (1) copy to each City Representative(s) of a facility or sections of facilities. Said invoice shall include all required certifications and reports as specified herein. Billing invoice shall include Purchase Order Number and department or bureau name. The City will not make the monthly payments until it has received and approved such invoices. Contractor shall mail monthly original invoices to:

City of Long Beach, Accounts Payable
333 West Ocean Blvd., 6th floor
Long Beach, CA 90802

BID SECTION

RENTAL OF PORTABLE CHEMICAL TOILETS, CITY OF LONG BEACH, PA-02207

WE ARE PLEASED TO SUBMIT THIS BID IN ACCORDANCE WITH THE CITY OF LONG BEACH INVITATION TO BID, SPECIFICATIONS AND TERMS AND CONDITIONS TO FURNISH AND DELIVER THE FOLLOWING EQUIPMENT, MATERIAL, SUPPLIES OR SERVICES FOB DESTINATION CITY OF LONG BEACH.

SALES TAX

UNIT EXTENSION PRICES STATED HEREIN SHALL NOT INCLUDE SALES TAX.

SUMMARY OF BID ITEMS

Bidders are required to submit quotes on all bid items. Failure to comply with this requirement will be justification to declare the bid non-responsive.

The cost per service shall include all charges associated with the rental of portable toilets including, rental charges, service and maintenance charges, disposal, round trip transportation charges for delivery and pick-up, taxes, and fees.

SECTION NO. 1 - LONG TERM PORTABLE TOILET RENTALS					
Item	Annual Service Visits	Bid Item Description	Location	Unit Price per Service Visit	Annual Amount
1.	104	(1) Standard Portable Toilet (2) Service Visit Per Week	Houghton Park 6301 Myrtle Ave Long Beach, CA	\$ 9.18	\$ 954.72
2.	312	(2) Standard Portable Toilet (1) ADA Portable Toilet (2) Service Visit Each Per Week	Lincoln Park 200 W. Broadway Long Beach, CA	\$ 9.18	\$ 2864.16
3.	416	(3) Standard Portable Toilet (1) ADA Portable Toilet (2) Service Visit Per Week	Chittick Field 1900 Walnut Ave Long Beach, CA	\$ 9.18	\$ 3818.88
4.	208	(2) Standard Portable Toilet (2) Service Visit Per Week	Belmont Veterans Memorial Pier Ocean and 39th Long Beach, CA	\$ 9.18	\$ 1909.44
Section 1 Total Amount					\$ 9547.20

BID SECTION

SECTION NO. 2 - SHORT TERM PORTABLE TOILET RENTALS					
Item	# of Service Visits	Bid Item Description	Location	Unit Price per Service Visit	Total Service Amount
5.	5*	Standard Portable Toilet	Event Rental (7-days or fewer, various locations)	\$ <u>41.00</u>	\$ <u>205.00</u>
6.	5*	ADA Portable Toilet	Event Rental (7-days or fewer, various locations)	\$ <u>71.00</u>	\$ <u>355.00</u>
7.	5*	Hand Wash Station	Event Rental (7-days or fewer, various locations)	\$ <u>36.00</u>	\$ <u>180.00</u>
				Section 2 Total Amount	\$ <u>740.00</u>

* Estimated Quantities for Purposes of Bid Evaluation

SECTION NO. 3 - MISCELLANEOUS SERVICES					
Item	# of Service Visits	Bid Item Description	Location	Unit Price per Service Visit	
8.	1*	Additional Service Visit For Portable Toilets Monday - Saturday, 7:00 am to 4:00 pm	All	\$ <u>11.00</u>	
9.	1*	Additional Service Visit for Portable Toilets Evenings, Sundays, Holidays	All	\$ <u>11.00</u>	
10.	1*	Emergency Service Visit for Portable Toilets Monday - Saturday, 7:00 am to 4:00 pm 2-hour response time	All	\$ <u>57.00</u>	
11.	1*	Emergency Service Visit for Portable Toilets Monday - Saturday, 7:00 am to 4:00 pm 4-hour response time	All	\$ <u>57.00</u>	
12.	1*	Emergency Service Visit for Portable Toilets Evenings, Sundays, Holidays 2-hour response time	All	\$ <u>145.00</u>	
13.	1*	Emergency Service Visit for Portable Toilets Evenings, Sundays, Holidays 4-hour response time	All	\$ <u>145.00</u>	
14.	1*	After hours service (overtime) 4:00 pm to 7:00 am	All	\$ <u>145.00</u>	
15.	1*	Cost for staking portable toilet to the ground (performed as needed)	Various	\$ <u>24.00</u>	
16.	1*	Cost for chaining portable toilet to a tree or post (performed as needed)	Various	\$ <u>34.00</u>	
17.	1*	Cost for standard unit secured to trailer (per unit)	Various	\$ <u>51.00</u>	
18.	1*	Pumping service for City-owned units for any day or time (standard unit)	ALL	\$ <u>11.00</u>	
				Section 3 Total Amount	\$ <u>691.00</u>

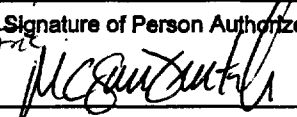
* Estimated Quantities for Purposes of Bid Evaluation

BID SECTION

PAYMENT TERMS

In compliance with the above, the undersigned offers and agrees, if this Bid is accepted, to furnish any or all of the items upon which prices are offered at the price set opposite each item, delivered at the designated point(s) within the time specified in the Schedule. Discounts will be allowed for prompt payment as follows:

-0- percent, 30 calendar days.

Name and Address of Bidder: United Site Services of California Inc. 4511 N Rowland Ave, El Monte, CA 91731 Phone No. (800) 638-1233	Signature of Person Authorized to Sign: 
Date of Bid: 8-2-07	Please Type Signer's Name & Title: Mark San Fratello

BID ITEM(S) AVAILABLE FOR OTHER AGENCY "PIGGY-BACK" PROCUREMENT: ___ YES NO

NOTE: Prospective sellers are referred to GENERAL CONDITIONS for terms and conditions of Inter-Agency Participation.