



FOR
GRAFFITI REMOVAL SERVICES

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SAN DIEGO UNIFIED PORT DISTRICT EQUAL OPPORTUNITY PROGRAM REQUIREMENTS

Equal Opportunity Contracting Policy Statement

It is the policy of the San Diego Unified Port District (District) that all businesses be provided equal opportunity to participate in the performance of District contracting and leasing opportunities, and to insure that, workers on public works projects of one thousand dollars (\$1,000) or more are paid the general prevailing rate of per diem wages for regular, holiday, and overtime work as provided by California Labor Code Section 1771.

The District is committed to take all necessary and reasonable steps to increase its utilization of small businesses for a positive economic impact to the region. District policy prohibits discrimination against any person because of age (over 40), ancestry, color, disability (mental or physical), gender, marital status, medical condition, national origin, pregnancy, race, religion, sexual orientation, or veteran status, in the award or performance of District contracts or leases.

THE DISTRICT WILL CREATE A LEVEL PLAYING FIELD ON WHICH SMALL BUSINESSES CAN COMPETE FAIRLY FOR DISTRICT CONTRACTS. THIS POLICY WILL HELP REMOVE BARRIERS TO THE PARTICIPATION OF SMALL BUSINESSES IN DISTRICT CONTRACTS AND ASSIST IN THE DEVELOPMENT OF FIRMS TO COMPETE SUCCESSFULLY IN THE MARKETPLACE OUTSIDE THE DISTRICT'S EQUAL OPPORTUNITY CONTRACTING PROGRAM.

Small Business Enterprise (SBE) Participation - NO SBE participation goal was established for this opportunity. Should sub-participants be utilized, respondent should make good faith efforts to include small businesses in their solicitation process. SBE eligibility is based on economic size standards determined by number of employees or gross receipts. The SBE Plan recognizes both federal and state size standards for small businesses. Small business concerns can be certified as SBEs by the U.S. Small Business Administration, State of California, Department of General Services, or any U.S. Department of Transportation, Disadvantaged Business Enterprise (DBE) certification using Title 49 Code of Federal Regulations Part 26 criteria.

The District's Small Business Enterprise Program utilizes external resources in their search for small businesses to participate on contract opportunities. This information is maintained and updated by those sources and their registered clients. Businesses that are registered within these data sources claim they meet the federal or state size standards to qualify as a small business.

Please be aware that the District's Small Business Enterprise program does not control or guarantee the accuracy, or completeness of this outside information. Questions regarding a small business size protest should be addressed with the outside source.

**SAN DIEGO UNIFIED PORT DISTRICT
EQUAL OPPORTUNITY PROGRAM REQUIREMENTS (CONTINUED)**

AMERICANS WITH DISABILITIES ACT REQUIREMENTS

Americans with Disabilities Act (ADA) Policy

The San Diego Unified Port District (District) does not discriminate on the basis of disability in employment and complies with the ADA, and all other applicable federal, state, and local laws, regarding barrier-free access to all District services, programs, and activities.

In conjunction with BPC Policy No. 361, it is the District's policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment.

An individual with a disability, who can be reasonably accommodated for a job, without undue hardship to the District, will be given the same consideration for that position as any other applicant. Additionally, the District will engage in an interactive process to attempt to reasonably accommodate qualified individuals with disabilities so they can perform the essential functions of a job. All employees are required to comply with safety standards.

The District is committed to ensure all services, programs, and activities are accessible and usable by all individuals except where to do so would result in a fundamental alteration in the nature of the service, program, or activity, or in undue financial and administrative burdens.

To ensure high visibility, the District will participate in community outreach events, report on activities that further enhance accessibility, and consider the use of Universal Design, which is the design of products and environments to be usable by all people, to the greatest extent possible, without the need for adaptation or specialized design, to support and include people with disabilities in all services, programs, and activities as appropriate.

In conjunction with BPC Policy No. 361, the District will promptly investigate all complaints of employment discrimination and barriers to services, programs, and activities, and when appropriate, take effective remedial action to address and remedy any complaints.

The Executive Director will designate person(s) responsible for developing and implementing the District's ADA program and ensuring that District employees, agents, lessees, and contractors adhere to the provisions of the ADA program.

The ADA program will be implemented at the same priority as compliance with all other legal obligations incurred by the District.

Americans With Disabilities Act Requirements Program Information - Respondent must complete the enclosed Attachment "C", Certificate of Compliance to the Americans with Disabilities Act.

**SAN DIEGO UNIFIED PORT DISTRICT
EQUAL OPPORTUNITY PROGRAM REQUIREMENTS (CONTINUED)**

Equal Employment Opportunity Policy Statement

It is the policy of the San Diego Unified Port District (District) that all contractors and lessees interested in conducting business with the District shall not discriminate against any employee or applicant for employment because of age (over 40), ancestry, color, disability (mental or physical), gender (including identity, appearance, or behavior, whether or not that identity, appearance, or behavior is different from that traditionally associated with the person's sex at birth), marital status, medical condition, national origin, pregnancy, race, religion, sexual orientation, or veteran status, and shall take action to assure applicants are employed, and that employees are treated during employment, without regard to age (over 40), ancestry, color, disability (mental or physical), gender (including identity, appearance, or behavior, whether or not that identity, appearance, or behavior is different from that traditionally associated with the person's sex at birth), marital status, medical condition, national origin, pregnancy, race, religion, sexual orientation, or veteran status.

Equal Employment Opportunity Program Information - Respondent must complete the enclosed Attachment "A", Respondent's Equal Opportunity Program.

Information contained within Attachment "A" will be evaluated and presented to the Board of Port Commissioners. Any respondent who fails to address the foregoing requirements may be considered non-responsive.

Wage Rates (Prevailing Wages):

In accordance with the provisions of Labor Code section 1773, the District has ascertained from the Department of Industrial Relations the general prevailing rate of per diem wages (which rates include employer payments for health and welfare, vacation, pension and similar purposes) and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed under this Agreement for each craft, classification or type of worker needed to perform the Agreement, which rates are set forth in the Agreement or are on file and available for inspection at District offices at 3165 Pacific Highway, San Diego, California. The Proposer shall post a copy of the wage rates on the work site.

Proposer and each sub-contractor shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of this Agreement. As allowed by law, the Proposer shall, as penalty to District, forfeit not more than Fifty Dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any work done under this Agreement, including work for any sub-contractor. The amount of said forfeiture shall be determined by the Labor Commissioner in accordance with Labor Code section 1775. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than

the stipulated prevailing wage rate shall be paid to each worker by the Proposer pursuant to the provisions of Labor Code section 1775. The District shall not be liable or responsible in any manner to any sub-contractor or worker who is paid less than the prevailing rate.

The District shall not recognize or be responsible for any claim for additional compensation because of payment by the Proposer for any wage rate in excess of the wage rate set forth in the Agreement. The possibility of wage increases is one of the elements to be considered by the Proposer in determining its bid.

Any Proposer who is awarded an agreement and who intends to use a craft or classification not shown on the general prevailing wage determinations, shall pay the wage rate of that craft or classification most closely related to it as shown in the general wage determinations effective on the bid date of the project.

The Proposer shall comply with Labor Code section 1775, (b).

Payroll Records:

Proposer and each sub-contractor shall keep an accurate, certified payroll record of the name, address, social security number, work classification, occupation, straight time and overtime hours worked each day and week, and actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with work performed under this Agreement.

The Proposer shall submit, on a weekly basis, a certified copy of each payroll on Form WH-347 (U.S. Dept. of Labor) to the District. In lieu thereof and subject to the District's approval, the Proposer may submit a computer printout of the complete payroll information with a cover certification on Form WH-348 (Statement of Compliance). Certified copies of all such records and the U.S. Department of Justice Form I-9 (or its equivalent) shall be made available for inspection or furnished upon request to the District, the Division of Apprenticeship Standards and the Division of Labor Standards Enforcement in accordance with the provisions of Labor Code section 1776. Certified copies of such record shall be made available to the public as provided in Section 1776. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or its representative on request. Proposer shall be responsible for compliance with these provisions and with the requirements of Labor Code section 1776.

Questions regarding the Equal Opportunity Program Requirements of this opportunity should be directed to:

Rita Cordova, E.O. Analyst
Procurement Services
Phone: (619) 686-6412, FAX: (619) 686-6565
E-mail: rcordova@portofsandiego.org

**SAN DIEGO UNIFIED PORT DISTRICT
PROPOSAL**

The San Diego Unified Port District (District) invites sealed bids for:

GRAFFITI REMOVAL SERVICES

The San Diego Unified Port District (District) is accepting bids for **Graffiti Removal Services** in accordance with the General Conditions, and General Specifications herein. Acceptance of a bid by the District and upon signature by both parties shall constitute a written Service Agreement between the bidder and the District. District may at its discretion terminate this Service Agreement with or without cause by giving thirty (30) days notice to party or may terminate by written mutual agreement of the parties. Said Service Agreement may only be modified or amended by express written mutual agreement of the parties or as otherwise provided by law.

(1) Name under which business is conducted:

(2) Type or print Signatory's name(s) and title(s):

(3) Incorporated under the laws of the State of _____ (if a corporation).

(4) Place of business: _____
(Street and Number)

(City, State, Zip Code)

(5) Telephone No.: _____ Fax No.: _____

(6) Email Address: _____

BID SCHEDULE

I/we agree to provide **Graffiti Removal Services**, in accordance with the Scope of Services herein for the prices submitted on the Fee Schedule and listed below:

QTY	Description	Unit	Ext Price
	The General Services Department of the San Diego Unified Port District ("District") has a requirement for Graffiti Removal Services at various District locations per the attached Scope of Services for a three-year period.		
1	Graffiti Removal Services, first year Term: 1-1-09 to 12-31-09	LOT	\$ _____
1	Graffiti Removal Services, second year Term: 1-1-10 to 12-31-10	LOT	\$ _____
1	Graffiti Removal Services, third year Term: 1-1-11 to 12-31-11	LOT	\$ _____
	(Year one + Year two + Year three) TOTAL		\$ _____

Delivery Date _____

Company Representative (sign and print name and title) _____

Company Name _____

Address _____

Telephone Number _____

Fee Schedule

Year	Description	Rate Per Week	Weeks Per Year	Yearly Total
1	Graffiti Removal Services	\$ _____	X52	\$ _____
2	Graffiti Removal Services	\$ _____	X52	\$ _____
3	Graffiti Removal Services	\$ _____	X52	\$ _____
	Additional Services/Materials	Per Task Authorization		Based on Negotiated Rates

Fee Schedule Instructions

Rate Determination:

Two (2) employees at eight (8) hours per day three (3) times a week for a total of forty-eight (48) hours per week, times the combined wages equals the rate per week.

**SAN DIEGO UNIFIED PORT DISTRICT
NOTE ADDENDA**

NOTES:

A not-to-exceed Purchase Order shall be written; no minimum usage will be guaranteed, in accordance with the Scope of Services herein for the prices listed above.

All costs, except freight and taxes, shall be included in the unit price.

Bids are to be submitted for Graffiti Removal Services listed on the bid schedule. The amount of the bid for comparison purposes will be the total price of the price schedule. The bidder shall set forth for each item bid a unit price and a total for the item, all clearly legible figures in the respective spaces provided for this purpose. The amount set forth under the "Extended Price" column shall be the extension of the unit price bid on the basis of the quantity for the item.

District reserves the right to reject any or all bids, or parts thereof, or to reject any material or materials therein, and to waive technicalities, and to award one or more Service Agreements on the bids submitted, either by award of all items to one bidder or by award of separate items or group of items to various bidders as the interests of the District may require.

In case of discrepancy between the unit price and the extended price set forth, the unit price shall prevail, provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Extended Price" column, then the amount set forth in the "Extended Price" column for the item shall prevail and shall be divided by the quantity for the item and the price thus obtained shall be the unit price.

The District will furnish Exemption Certificates for Federal Excise Tax. The District is liable for State, City and County Sales Taxes. Tax is to be added by the successful bidder to the net amount invoiced.

It is intended that any other public agency (e.g., city, county, district, public authority, public agency, municipality, and other political subdivision or public corporation of California) located in San Diego County shall have the option to participate in any award made as a result of this solicitation at the same prices, terms, and conditions. The District shall incur no financial responsibility in connection with any purchase by another public agency. The public agency shall accept sole responsibility for placing orders and making payments to the vendor. Option shall not be considered in bid evaluation. State whether said option is granted.

YES _____ NO _____

The following Addenda have been noted: _____

SCOPE OF SERVICES

Graffiti Removal Maintenance Services

I. General Information

- A. Service Provider shall provide Graffiti Removal Services at Port District facilities and properties within the Cities of San Diego, Coronado, National City, Chula Vista, and Imperial Beach.
- B. Service Provider shall provide Graffiti Removal Services for all District needs. Services shall include, but not limited to, chemical cleaning, power-washing, and painting.
- C. Service Provider shall provide all labor, supervision, materials, equipment and all related incidentals required to perform services. Full compensation for all labor, supervision, materials, equipment and incidentals shall be included in the prices paid for various Agreement items of work, and no other compensation will be allowed. Service Provider shall cover and protect all surfaces, structures and equipment from paint or other solvents while performing Graffiti Removal Services. Service Provider shall remove from Tidelands all materials, tools, equipment, debris and coverings upon completion of services. Service Provider shall not permit debris and waste material generated from all operations to enter into storm water conveyance system. Service Provider shall maintain site safety and security for public areas at all times.
- D. While working on District property Service Provider's employees shall wear uniforms with appropriate company name and logo as approved by the District Representative. Service Provider's vehicles shall be clearly marked with appropriate company name and logo.

II. Safety

Service Provider shall abide by all State of California CAL/OSHA, OSHA, and District safety codes, policies, and procedures. Service Provider will be responsible for fines incurred if not in compliance with OSHA standards. Before the start of work, Service Provider shall post signs and provide barricades to safely protect the public. Service Provider shall remove all signs and barricades at the completion of the work. Service Provider shall follow current CalTrans traffic control guidelines when performing work as applicable. Service Provider shall submit required submittals to the District Representative 10 days after award of this agreement. A list of submittals may be found in the Submittals Section of this scope of services.

- A. Service Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the services provided.
- B. Service Provider shall give notices and comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property to protect them from damage, injury or loss, and shall erect and maintain all necessary safeguards for such safety and protection.
- C. Material usage shall be accomplished with strict adherence to California Division of Industrial Safety, or other governing regulations, and all manufacturers' warnings and application instructions listed on the Material Safety Data Sheet and on the product container label.

III. **Environmentally Preferable Products**

Service Provider shall only use District approved equipment, materials, and supplies and shall comply with the District's Environmental Sustainability Policy. Accordingly, where practicable and cost effective, Service Provider shall use products that meet Green Seal certification for all services rendered under this Agreement. All products claiming Green Seal certification shall be required to bear this certification. More information is available at www.greenseal.org and www.epa.gov/dfe.

The District may permit the substitution or addition of environmentally preferable products when such products are readily available at a competitive cost and satisfy the District's performance needs. The District may choose to provide any environmentally preferable products for Service Provider's use during services rendered under this Agreement.

IV. **Execution**

Service Provider shall provide a crew of two employees to inspect and remove graffiti three days a week, eight hours a day, on Mondays, Wednesdays, and Fridays at locations identified by the District Representative. The District Representative shall provide the work crew with locations and schedules for graffiti inspection and removal.

- A. Inspection and Reporting. As directed by the District Representative, Service Provider shall inspect and report graffiti at Tidelands locations. Service Provider shall complete physical inspections three times per week. Service Provider shall provide the District Representative a bi-weekly inspection report and action taken. Service Provider shall provide the District Representative a written list and Material Safety Data Sheets for all chemicals or solvents used to remove graffiti.

- B. Methods of Removal

Chemical Cleaning. Service Provider must ensure that the cleaning solvents do not damage nor remove the underlying paint. Service Provider shall not introduce

chemicals or solvents on the work site without approval from the District Representative. Service Provider shall clean up all work areas before leaving the job site.

Power-washing. Service Provider may use a power washer to remove graffiti. Service Provider's washing process shall use only the minimum potable water necessary for the job, shall not use soap or chemicals, and shall prohibit all wash waters, and wash debris from entering any part of the storm drain system or reaching San Diego Bay. Service Provider shall ensure that the power washing does not damage the surface nor remove the underlying paint.

Service Provider shall collect and remove all waste water with squeegees, brooms, berms, dikes, and wet vacuums. Collected waste water shall be disposed of in accordance with all applicable Federal, State and Local regulations. Service Provider shall clean up all work areas before leaving the job site.

Painting. Service Provider may paint over graffiti that cannot be removed using the cleaning or power washing method. Service Provider shall paint all surfaces to closely match existing paint colors. Service Provider shall ensure that all work is squared off and uniform with existing paint. All surfaces that do require paint shall be covered and protected against over-spray. Service Provider shall clean up the work area before leaving the job site.

Additional Services/Materials. The District Representative may request additional services or materials that are not specifically defined in the above Execution section.

Service Provider shall not provide any additional services or materials until the District Representative provides a written "Task Authorization" specifically indicating the negotiated cost of any services or materials. The District does not guarantee a minimum amount of additional services or materials.

V. Scheduled Work and Response Times

Service Provider shall provide Graffiti Removal services that meet the following response times:

- A. Scheduled Work. Service Provider shall work only between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday. No work shall be performed on Saturdays, Sundays, and designated holidays unless otherwise authorized by the District Representative. Service Provider shall submit to the District Representative a written schedule of work by area(s) for all area(s) maintained under this Agreement within a minimum of 72 hours in advance of operations.
- B. Service Calls. When notified by the District Representative, Service Provider shall provide services onsite for all scheduled appointments or within 24 hours of the service call including weekends. Service Provider shall have an answering service or office personnel available during normal business hours to receive service request notifications.

- C. Emergency Calls. When notified by the District Representative, Service Provider shall respond to emergency calls within one hour. Service Provider shall provide services onsite within eight hours, 24 hours, seven days a week, including holidays. When requested by the District Representative, Service Provider shall have an answering service, cell phone, or pager available at all times to receive emergency requests.
- D. Rework. The District Representative shall inspect the quality of work and if required, Service Provider shall correct the work deficiencies at no additional costs to the District.

VI. **Submittals**

- A. Prior to award of this Agreement, Service Provider shall complete the New Vendor Registration On-line Form available on the Port of San Diego website at www.portofsandiego.org/sandiego_business/. Service Provider shall also submit a current IRS W-9 Form to the District Representative along with the date the New Vendor Registration Form was completed.
- B. Service Provider shall submit for District Representative's acceptance a list of all materials proposed to be used under this Agreement no more than 30 days after the issuance of the District Task Authorization letter.
- C. Permits. Whenever and/or wherever traffic control is required for public safety and convenience, Service Provider shall obtain a City Traffic Control Permit(s) for the Graffiti Removal maintenance services. Service Provider shall also obtain all other permits incidental to the work, or made necessary by its operation.
- D. Equipment List. Service Provider shall submit, for District Representative's approval, a list of all motorized equipment proposed for use under this Agreement. No motorized equipment shall be used by Service Provider under this Agreement until the equipment is approved, in writing, by the District Representative.
- E. Service Provider shall furnish to the District Representative at the kick-off meeting a copy of any licenses related to services under this Agreement.
- F. Service Provider shall furnish three copies of materials safety data sheet (MSDS) for all chemicals used on District properties.
- G. Service Provider shall submit to the District Representative a list of employees provided with District badges within a minimum of 72 hours of receipt.

VII. Additional Information

- A. Service Provider shall supply a monthly invoice to the District for services indicated in the Fee Schedule.
- B. Materials. The District will compensate Service Provider with a 10% mark-up on material costs under the Additional Services and Materials section only as substantiated by the suppliers' invoice. The District shall have the option to furnish materials.
- C. Service Provider shall submit all invoices and correspondences regarding payments to the following address:

San Diego Unified Port District
General Services Department
ATTN: GS Business Manager
1400 Tidelands Avenue
National City, CA 91950-4224

VIII. Security Background Check and Badging

- A. The District may require Service Provider's personnel to pass a security background check and wear a badge while on District property. Service Provider's personnel who do not initially pass the security check, or who subsequently have their security clearance withdrawn for any reason, shall not work in support of this agreement.
- B. The District reserves the right to limit the number of employees for security background check and badging. Service Provider shall submit and maintain to the District Representative a list of employees with security and badging clearance within a minimum of 72 hours and an updated list when requested by the District Representative. Service Provider shall return all badges of terminated or terminating employees within 72 hours of notice.
- C. Service Provider shall comply with all Local, State, Federal, and District codes, policies and procedures. Service Provider shall abide by all security requirements incidental to the work, or made necessary by its operation.
- D. TWIC (Transportation Worker Identity Credential). Each of Service Provider's personnel that render services on secure areas of District facilities must obtain and present a TWIC for entry to secure District areas. Secure areas include, but are not limited to, Tenth Avenue Marine Terminal, National City Marine Terminal, B Street Pier and Broadway Pier facilities.

An individual must provide biographic and biometric information such as fingerprints, sit for a digital photograph and successfully pass a security threat assessment conducted by the Transportation Security Administration.

Service Provider shall pay all fees and costs incurred for and by the security requirements including, but not limited to, TWICs. Service Provider shall not be entitled to reimbursement from the District for said fees and costs.

Additional information pertaining to the TWICs requirement is also available in the Transportation Security Administration website, www.tsa.gov/twic.

IX. Licensing and Certifications

Service Provider shall possess a California State Service Provider's License, Classification C-33 and submit to the District Representative a copy of the license prior to award of Agreement.

**SAN DIEGO UNIFIED PORT DISTRICT AGREEMENT
FOR
GRAFFITI REMOVAL SERVICES**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and _____ (Service Provider) a _____ (state of incorporation) Corporation .

Recitals:

The District desires to enter into an Agreement with Service Provider for **Graffiti Removal Services** per attached Scope of Services.

The Parties Agree:

1. **TERM OF AGREEMENT:** This Agreement shall commence January 1, 2009 and shall terminate on December 31, 2011 subject to earlier termination as provided below.
2. **SCOPE OF SERVICES:** Service Provider has carefully examined the Request for Bid No. RFB08-20 for the services to be furnished; said services are for **Graffiti Removal Services** per attached Scope of Services, Service Provider understands the meaning, intent, and requirements contained herein.
 - (a) Service Provider to whom award is made has provided the services to the District by the commencement date specified in strict conformity with the specifications therefore, for the prices quoted and in accordance with conditions herein.
 - (b) The Request for Bid No. RFB08-20 includes the Proposal, Bid Schedule, Note Addenda, Scope of Services, Attachment "A"- Equal Opportunity Requirements/Program, Attachment "B"-Exemplar Certificate of Insurance, Attachment "C"-ADA, and Attachment "D"- Inspection Checklist attached herein and by reference made part of this Agreement.
 - (c) As-needed Services: Service provider is aware that the services to be provided under this Agreement are on as-needed basis as determined by the District. Service Provider may or may not receive a request to provide such services, And Service Provider may not receive the maximum expenditure of funds allocated for these services.

3. **FEE:** For performance of services rendered pursuant to this Agreement, District will pay Service Provider a fee based on the following, subject to the limitation of the maximum expenditure provided herein:
- (a) **Payment Amount.** For performance of all services, District will pay Service Provider a fee not to exceed Two Hundred Thousand and 00/100 Dollars, (\$200,000). Payments for services rendered in accordance with this paragraph will be based on the services actually completed. Said expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein.
- (b) **Payment Documentation.** Each month, as a prerequisite to payment for services, Service Provider shall invoice District for services performed and authorized by this Agreement and incurred in the prior month, accompanied by such records and receipts as required.
- (c) Said not to exceed amount shall include without limitation all sums, charges, reimbursements, costs, and expenses provided herein.
4. **SERVICE PROVIDER'S RECORDS:** In accordance with generally accepted accounting principles, Service Provider shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to inspection of the District at all reasonable times in the City of San Diego and such records shall be kept for at least three years after the termination of this Agreement.
- Such records shall be maintained by Service Provider for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.
- Service Provider understands and agrees that District, at all times under this Agreement, has the right to review and to audit financial records, whether or not final, which Service Provider or anyone else associated with the work has prepared or which relate to the work which Service Provider is performing for District pursuant to this Agreement regardless of whether such records have previously been provided to District. Service Provider shall provide District at Service Provider's expense a copy of all such records within five (5) working days of a

written request by District. District's right shall also include inspection at reasonable times of the Service Provider's office or facilities which are engaged in the performance of services pursuant to this Agreement. Service Provider shall, at no cost to District furnish reasonable facilities and assistance for such review and audit. Service Provider's failure to provide the records within the time requested shall preclude Service Provider from receiving any payments due under this Agreement until such documents are provided.

5. **SERVICE PROVIDER'S COMPLIANCE:** In performance of this Agreement, Service Provider shall comply with the California Fair Employment and Housing Act and all other applicable federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of race, color, national origin, sexual orientation, religion, age, gender, or disability. Service Provider shall comply with provisions of Labor Code Section 1720 as applicable. Service Provider shall comply with all Federal and State laws and District statutes, ordinances and regulations applicable to the performance of the services under this Agreement, as it now exist or may be added or amended.
6. **INDEPENDENT ANALYSIS:** Service Provider shall provide the services required by this Agreement and arrive at conclusions with respect to the rendition of information, advice or recommendations, independent of the control and direction of the District, other than normal contract monitoring provided, however, Service Provider shall possess no authority with respect to any District decision beyond rendition of such information, advice, or recommendations.
7. **SERVICE PROVIDER' SUB-CONTRACTORS:** It may be necessary for Service Provider to sub-contract for the performance of certain technical services or other services for Service Provider to perform and complete the required services; provided, however, all Service Provider's sub-contractors shall be subject to prior written approval by District for any and all services and obligations required under this Agreement, whether performed by Service Provider or Service Provider's sub-contractors. Service Provider shall compensate each Service Provider's sub-contractors in the time periods required by law. Any Service Provider's sub-contractors employed by Service Provider shall be independent Service Providers and not agents of District. Service Provider shall insure that Service Provider's

sub-contractors satisfy all substantive requirements for the work set forth by this Agreement, including insurance and indemnification.

8. **ASSIGNMENT:** This is a personal services Agreement between the parties. Service Provider shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this Agreement without the express written consent of Executive Director of District in each instance.
9. **INDEMNIFICATION:** To the fullest extent provided by law with respect to all liability, the Service Provider agrees to defend, indemnify, protect, and hold harmless the District, its agents, officers, and employees, from and against any claim, demand, action, proceeding, suit or liability for damages, cost (including reasonable attorney fees) or expenses for damages to property or the loss of use thereof or injuries or death to any person (including Service Providers employees), caused by, arising out of, or related to the performance of Service Provider as provided in the Scope of Services, or failure to act by the Service Provider, its officers, agents, subcontractors and employees. The Service Provider's duty to defend indemnify, protect, and hold harmless shall not include any claims or liabilities arising from the active negligence, sole negligence, or willful misconduct of the District, its agents, officers, or employees. The Service Provider further agrees that the indemnification, including the duty to defend the District, requires the Service Provider to pay reasonable attorney fees and costs the District incurs that are associated with enforcing the indemnification provision, and defending any claims, demands, or liabilities arising from the services of the Service Provider performed pursuant to this agreement. The District may, at its own election, conduct its defense, or participate in the defense of any claim demand related in any way to the agreement. If the District chooses as its own election to conduct its own defense, participate in its own defense or obtain independent legal counsel in defense of any claim, demand or liability related to Service Provider's Scope of Services, the Service Provider agrees to pay the reasonable value of attorneys fees and all of the Districts cost.
10. **INSURANCE REQUIREMENTS:** Service Provider and each sub contractor shall at all times during the term of this Agreement maintain, at its expense, the following minimum levels and types of insurance:

(a) Commercial General Liability (including, without limitation, Contractual Liability, Personal and Advertising Injury, and Products/Completed Operations) coverage, with the coverage at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 0001) with limits no less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage.

(1) The deductible or self-insured retention on this Commercial General Liability shall not exceed \$5,000 unless District has approved of a higher deductible or self-insured retention in writing.

(2) The Commercial General Liability policy shall be endorsed to include the District, its agents, officers and employees as additional insureds in the form as required by the District. An exemplar endorsement is attached.

(3) The coverage provided to the District, as an additional insured shall be primary.

(b) Commercial Automobile Liability (Owned, Scheduled, Non-Owned, or Hired Automobiles) written at least as broad as Insurance Services Office Form Number CA 0001 with limits of no less than two million dollars (\$2,000,000) per accident for bodily injury and property damage.

(c) Worker's Compensation in statutory required limits and Employer's Liability in an amount of not less than one million dollars (\$1,000,000) per accident for bodily injury or disease. This policy shall be endorsed to include a waiver of subrogation endorsement.

Service Provider shall furnish District with certificates of insurance coverage for all the policies described above upon execution of this Agreement and upon renewal of any of these policies. A Certificate of Insurance in the form acceptable to the District, an exemplar Certificate of Insurance is attached as Exhibit B and made part hereof, evidencing the existence of the necessary insurance policies and endorsements required shall be kept on file with the District. Except in the event of cancellation for non-payment of premium, in which case notice shall be in 10 days, all such certificates shall indicate that the insurer must notify District in writing at least 30 days in advance of any change

in, or cancellation of, coverage. Service Provider shall also provide notice to District prior to cancellation of, or any change in, the stated coverages of insurance.

Furnishing insurance specified herein by the District will in no way relieve or limit of any responsibility or obligation imposed by the Agreement or otherwise on Service Provider or Service Provider's contractors or any tier of Service Provider's sub-contractors. District shall reserve the right to obtain complete copies of any of the insurance policies required herein.

Special Instructions:

A Certificate of Insurance in a form acceptable to the District, an exemplar of which is attached, evidencing the existence of the required insurance policies and original endorsements effecting coverage required shall be kept on file with the District.

Mail the Certificate and Endorsements to:

Procurement Services Department
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488

11. **INDEPENDENT CONTRACTOR:** Service Provider and any agent or employee of Service Provider shall act in an independent capacity and not as officers or employees of District. The District assumes no liability for the Service Provider's actions and performance, nor assumes responsibility for taxes, bonds, payments or other commitments, implied or explicit by or for the Service Provider. Service Provider shall not have authority to act as an agent on behalf of the District unless specifically authorized to do so in writing. Service Provider acknowledges that it is aware that because it is an independent contractor, District is making no deductions from its fee and is not contributing to any fund on its behalf. Service Provider disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

12. **ADVICE OF COUNSEL:** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules.
13. **INDEPENDENT REVIEW:** Each party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.
14. **INTEGRATION AND MODIFICATION:** This Agreement contains the entire Agreement between the parties and supersedes all prior negotiations, discussion, obligations and rights of the parties in respect of each other regarding the subject matter of this Agreement. There is no other written or oral understanding between the parties. No modifications, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto.
15. **TERMINATION:** In addition to any other rights and remedies allowed by law, the Executive Director of District may terminate this Agreement at any time with or without cause by giving 30 days written notice to Service Provider of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of District, be delivered by Service Provider to District at the District administration office building. Termination of this Agreement by Executive Director as provided in this paragraph shall release District from any further fee or claim hereunder by Service Provider other than the fee earned for services which were performed prior to termination but not yet paid. Said fee shall be calculated and based on the schedule as provided in this Agreement.

16. **DISPUTE RESOLUTION:** If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and is not settled by direct negotiation or such other procedures as may be agreed, and if such dispute is not otherwise time barred, the parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, prior to initiating any litigation or arbitration. Notice of any such dispute must be filed in writing with the other party within a reasonable time after the dispute has arisen. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate.

If mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both parties agree, any still unresolved disputes may be resolved by arbitration administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, provided, however, that the Arbitration Award shall be non-binding and advisory only. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate. On demand of the arbitrator or any party to this Agreement, sub-contractors and all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding. The foregoing mediation and arbitration procedures notwithstanding, all claim filing requirements of the Agreement documents, the California Government Code, and otherwise, shall remain in full force and effect regardless of whether or not such dispute avoidance and resolution procedures have been implemented, and the time periods within which claims are to be filed or presented to the District Clerk as required by said Agreement, Government Code, and otherwise, shall not be waived, extended or tolled thereby. If a claim is not timely filed or presented, such claim shall be time barred and the above dispute avoidance and resolution procedures, whether or not implemented or then pending, shall likewise be time barred as to such claims.

17. **PAYMENT BY DISTRICT:** Payment by the District pursuant to this Agreement does not represent that the District has made a detailed examination, audit, or arithmetic verification of the documentation submitted for payment by the Service

Provider, made an exhaustive inspection to check the quality or quantity of the work performed by the Service Provider, made an examination to ascertain how or for what purpose the Service Provider has used money previously paid on account by the District, or constitute a waiver of claims against the Service Provider by the District. The District may in its sole discretion withhold payments or seek reimbursement from the Service Provider for expenses, miscellaneous charges, or other liabilities or increased costs incurred or anticipated by the District which are the fault of or as result of work performed or negligent conduct by or on behalf of the Service Provider. Upon five day written notice to the Service Provider, the District shall have the right to estimate the amount of expenses, miscellaneous charges, or other liabilities or increased costs and to cause the Service Provider to pay the same; and the amount due the Service Provider under this Agreement or the whole or so much of the money due or to become due to the Service Provider under this Agreement as may be considered reasonably necessary by the District shall be retained by the District until such expenses, miscellaneous charges, or other liabilities or increased costs shall have been corrected or otherwise disposed of by the Service Provider at no expense to the District. If such expenses, miscellaneous charges, or other liabilities or increased costs are not corrected or otherwise disposed of at no expense to the District prior to completion date of the Agreement, the District is authorized to pay for such expenses, miscellaneous charges, or other liabilities or increased costs from the amounts retained as outlined above or to seek reimbursement of same from the Service Provider. It is the express intent of the parties to this Agreement to protect the District from loss because of conduct by or on behalf of the Service Provider.

19. **SIGNATURE OF PARTIES:** It is an express condition of this Agreement that said Agreement shall not be complete nor effective until signed by either the Executive Director or authorized designee on behalf of the District and by the Service Provider.

SERVICE PROVIDER:

Service Provider's Legal Entity Listing
(DBA, etc)

Service Provider's Signature

Signatory's Printed Name _____ Date _____

Garnet D. Thompson	Director, Procurement Services
Printed Name	Title

Date _____

Attachment “A”

Respondent's Equal Opportunity Program

Submitted to:
San Diego Unified Port District

Submitted by: _____

Bid No. RFB08-20 For Graffiti Removal Services

Date: _____

Section II: Respondent's Equal Employment Opportunity Program

Report all permanent full-time or part-time employees. In section E, identify the working titles found within each job group. Refer to Section D for instructions to complete this Section.

A. Corporate Work Force Location: _____											
Job Group	Total	Male					Female				
		WH	BL	HI	AP	AI	WH	BL	HI	AP	AI
Officials/Managers											
Professionals											
Technicians											
Sales Workers											
Admin Support											
Craft Workers											
Operators											
Laborers											
Service Workers											
Total:											

B. San Diego Work Force											
Job Group	Total	Male					Female				
		WH	BL	HI	AP	AI	WH	BL	HI	AP	AI
Officials/Managers											
Professionals											
Technicians											
Sales Workers											
Admin Support											
Craft Workers											
Operators											
Laborers											
Service Workers											
Total:											

C. Project Work Force											
Job Group	Total	Male					Female				
		WH	BL	HI	AP	AI	WH	BL	HI	AP	AI
Officials/Managers											
Professionals											
Technicians											
Sales Workers											
Admin Support											
Craft Workers											
Operators											
Laborers											
Service Workers											
Total:											

Contact Person: _____ Title: _____
 Company Name: _____ Phone: _____
 Signature: _____ Date: _____

Explanation for Completing Employment Data

Employment data must include ALL current full-time and part-time employees. Employees must be counted by sex and race/ethnic category for each of the nine occupational categories. You may acquire the race/ethnic information necessary for this report either by visual surveys of the work force, or from post-employment records as to the identity of employees. Eliciting information on the race/ethnic identity of an employee by direct inquiry is not encouraged.

For the purpose of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

WH - White (not of Hispanic origin) - All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

BL - Black (not of Hispanic origin) - All persons having origins in any of the Black racial groups of Africa.

HI - Hispanic - All persons of Mexican, Puerto Rican, Cuban, Central/South American, or other Spanish culture/origin, regardless of race.

AP - Asian or Pacific Islander - All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.

AI - American Indian or Alaskan Native - All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Every employee must be accounted for in ONLY one of the categories. Employment data must be reported by job category. Report each employee in only one job category.

To assist you in determining where to place your jobs within the occupational categories,
a description of job categories is as follows:

Officials and Managers - Occupations requiring administrative and managerial personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes: officials, executives, middle management, plant managers, department managers, and superintendents, salaried supervisors who are members of management, purchasing agents and buyers, and kindred workers.

Professionals - Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, architects, designers, dietitians, editors, engineers, lawyers, personnel and labor relations specialists, and kindred workers.

Technicians - Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through 2 years of post high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. Includes: computer programmers, drafters, engineering aides, photographers, surveyors, technical illustrators, and kindred workers.

Sales Workers - Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and sales workers, insurance agents and brokers, stock and bond sales workers, sales clerks, cashiers, and kindred workers.

Admin Support - Includes all clerical-type work regardless of level of difficulty, where the activities are predominantly non-manual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, collectors (bills and accounts), messengers and office helpers, office machine operators (including computer), shipping and receiving clerks, stenographers, typists and secretaries, telephone operators, legal assistants, and kindred workers.

Craft Workers (skilled) - Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. Includes: building trades, hourly paid supervisors and lead operators who are not members of management, mechanics and repairs, compositors and typesetters, electricians, engravers, bakers, decoration occupations, and kindred workers.

Operators (semiskilled) - Workers who operate machine or processing equipment or perform other factory type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. Includes: apprentices, operatives, attendants, blasters, chauffeurs, delivery workers, equipment assemblers, and kindred workers.

Laborers (unskilled) - Workers in manual occupations which generally require no special training or perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. Includes: garage laborers, laborers performing lifting, digging, mixing, loading and pulling operations, and kindred workers.

Service Workers - Workers in both protective and non-protective service occupations. Includes: professional and personal service, including nurses aides and orderlies, barbers, cleaners, cooks, counter and fountain workers, elevator operators, door keepers, janitors, police officers and detectives, waiters and waitresses, amusement and recreation facilities attendants, guides, ushers, and kindred workers.

<u>E. Working Titles</u>

List the working titles of all employees by category, e.g., Professionals: Civil Engineer, Structural Engineer; and Technicians: Drafter, Computer Programmer, Surveyor.

[illegible]

Statement of Compliance

EQUAL EMPLOYMENT OPPORTUNITY

THE FOLLOWING CERTIFICATE SHALL BE SIGNED BY THE CHIEF EXECUTIVE OFFICER OF THE BIDDER OR LESSEE AND SUBMITTED WITH BIDDER'S OR LESSEE'S REQUIRED EQUAL EMPLOYMENT OPPORTUNITY PROGRAM.

Bid Description: Bid No. RFB08-20 Graffiti Removal Services

Bidder: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

The Bidder/Lessee shall not discriminate against any employee or applicant for any employment action because of race, color, religion, sex, national origin, ancestry, physical or mental disability, veteran status, medical condition, marital status, age (40 years and older), sexual orientation or pregnancy.

Bidder/Lessee shall certify that Bidder/Lessee is in compliance with and throughout the term of the Purchase Agreement or lease will comply with: Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the California Fair Employment Practices Act; and any other applicable Federal, State, and local law, regulation and policy including without limitation, those adopted by the District relating to equal employment opportunity, including any such law, regulation, and policy hereinafter enacted.

Signature of CEO

Printed Name

Date

**Attachment “B”
Exemplar Certificate of Insurance**

Bid No. RFB08-20

For

GRAFFITI REMOVAL SERVICES

**SAN DIEGO UNIFIED PORT DISTRICT
CERTIFICATE OF INSURANCE**

ONLY THIS CERTIFICATE OF INSURANCE WILL BE ACCEPTED

By signing this form, the authorized agent or broker *certifies* the following:

- 1. The Policy or Policies described below have been issued by the noted Insurer(s) [Insurance Company(ies)] to the Insured and is (are) in force at this time.**
2. As required in the Insured's agreement(s) with the District, the policies include, or have been endorsed to include, the coverages conditions of coverage *noted on page 2 of this certificate*.
3. Signed copies of *all* endorsements issued to effect require coverages or conditions of coverage are attached to this certificate or will be sent separately within 60 days.

Return this form to: San Diego Unified Port District – General Services
P. O. Box 120488
San Diego, CA 92112-0488

Name and Address of Insured (Contractor)		Description of Operations This certificate applies to all operations of named insureds on District property in connection with all agreements between the District and Insured.	
CO LTR	TYPE OF INSURANCE	POLICY NO.	DATES
	Commercial General Liability ☐ Occurrence Form Deductible/SIR: \$ _____		Commencement Date: Expiration Date:
	Automobile Liability ☐ Owned ☐ Non-Owned ☐ Hired Vehicles		Commencement Date: Expiration Date:
	Workers' Compensation Employer's Liability		Commencement Date: Expiration Date:
	Professional Liability _____ Retro Date		Commencement Date: Expiration Date:
			WC - STATUTORY Each Accident \$ Disease Policy Limit \$ Disease Each Employee \$
CO LTR	COMPANIES AFFORDING COVERAGE		BEST'S RATING
A			
B			
C			
Name and Address of Authorized Agent or Broker		Phone Numbers	
		Toll Free: _____ Fax Number: _____	
		Signature of Authorized Agent or Broker	
		Date: _____	

No Binder Numbers Accepted – Only Actual Policy Numbers.
SEE PAGE 2 FOR CHECKLIST OF COVERAGES/CONDITIONS REQUIRED TO BE IN EFFECT, & INSURER(S) MINIMUM RATING REQUIREMENTS.

SAN DIEGO UNIFIED PORT DISTRICT
CERTIFICATE OF INSURANCE (continued)

COVERAGES OR CONDITIONS OF COVERAGE REQUIRED TO BE IN EFFECT:

	Yes	No
The District, its agents, officers and employees are additional insureds on the Commercial General Liability policies as respects: (1) products and operations of Contractor; and (2) premises, owned, leased, or used by Contractor.	_____	_____
Coverage afforded the District, its agents, officers and employees as additional insureds apply as primary and not excess or contributing to any insurance issued in the name of District.	_____	_____
Contractual liability coverage applies to all agreements between District and Insured.	_____	_____
Thirty days advance written notice of cancellation or reduction of coverage or limits will be mailed to the District; ten days notice for non-payment of premium.	_____	_____

**ORIGINALS OF SIGNED ENDORSEMENTS EFFECTING ANY OF THE ABOVE
REQUIRED COVERAGES OR CONDITIONS OF COVERAGE SHOULD BE
ATTACHED TO THIS CERTIFICATE OR SENT SEPRATELY WITHIN 60 DAYS.**

INSURER'S MINIMUM RATING REQUIREMENTS:

Contractor's Insurer(s) must either have a Best's rating of A++ through B+ and a Financial Category of Class VI through XV in the current "Best's Key Rating Guide, Property-Casualty," or be reinsured by an Insurer(s) meeting such ratings.

If it is necessary to rely on the qualifications of a reinsurance company(ies), show the name of the reinsurance company(ies) below and certify this reinsurer(s) meet(s) the minimum rating requirement by signing below as the authorized Agent(s) or Broker(s) of the insurance company(ies).

Name of Reinsurance Company(ies)

Name of Reinsurance Company(ies)

(1) _____

(2) _____

Signature of Primary Insurer's Authorized Agent(s) or Broker (s) for Reinsurance Company

(1) _____

(2) _____

NOTE: This Certificate of Insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the described policies. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this Certificate of Insurance may be issued or may pertain, the insurance afforded by the described policies is subject to all the terms, exclusions and conditions of such policies.

**SAN DIEGO UNIFIED PORT DISTRICT
REQUIRED INSURANCE ENDORSEMENT**

<u>ENDORSEMENT NO.</u>	<u>EFFECTIVE DATE</u>	<u>POLICY NO.</u>
NAMED INSURED:		
GENERAL DESCRIPTION OF AGREEMENT AND/OR ACTIVITY:		
All written agreements and contracts with the San Diego Unified Port District and/or all activities or work performed on District owned premises.		

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The San Diego Unified Port District, its officers, agents, and employees are additional insureds in relation to those operations, uses, occupations, acts, and activities described generally above, including activities of the named insured, its officers, agents, employees or invitees, or activities performed on behalf of the named insured.
2. Insurance under the policy listed on this endorsement is primary and no other insurance or self-insured retention carried by the San Diego Unified Port District will be called upon to contribute to a loss covered by insurance for the named insured.
3. The policy listed on this endorsement will apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.
4. As respects the policy listed on this endorsement, with the exception of cancellation due to nonpayment of premium, thirty (30) days written notice by certified mail, return receipt requested, will be given to the San Diego Unified Port District prior to the effective date of cancellation, change in coverage, reduction of limits or non-renewal. In the event of cancellation due to nonpayment of premium, ten (10) days written notice shall be given.

Except as stated above, and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements or exclusions of the policy to which this endorsement applies.

(NAME OF INSURANCE COMPANY)

(SIGNATURE OF INSURANCE COMPANY AUTHORIZED REPRESENTATIVE)

**MAIL THIS ENDORSEMENT AND NOTICES OF
CANCELLATION, LIMIT REDUCTIONS, NON-RENEWALS, AND
CHANGES IN COVERAGE TO:**

San Diego Unified Port District – Procurement Services
P. O. Box 120488, San Diego, CA 92112-0488

Attachment "C"

ADA Certificate

Bid No. RFB08-20

For

GRAFFITI REMOVAL SERVICES

ADA Program Requirements

1. Respondent's Certificate of Compliance to the Americans with Disabilities Act

Respondent is required to comply with the Americans with Disabilities Act and acknowledge that requirement by signing the following Certificate of Compliance to the Americans with Disabilities Act form. Respondent shall also acknowledge the requirement to include in any subagreement associated with this project, a certification of each subparticipant's requirement and acknowledgement to comply with the Americans with Disabilities Act.

RESPONDENT'S CERTIFICATE OF COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

NOTE: Respondent is required to complete the following certificate acknowledging its requirement to comply with the Americans with Disabilities Act and to require the same for any and all sub participants on this project.

I am aware of the provisions of the Americans with Disabilities Act, which ensures nondiscrimination and access to programs, services and activities without regard to disabilities, and I will comply with such requirements under the performance of the work of this Contract and as required by the Contract.

Respondent shall include in each subcontract agreement language that indicates the subcontractor's agreement, to comply with the Americans with Disabilities Act in its entirety. Respondent and subcontractors shall be individually responsible for their own ADA programs.

Respondent: _____

By: _____

Title: _____

Date: _____