

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.37
(ID # 25743)

MEETING DATE:
Tuesday, October 01, 2024

FROM : PURCHASING AND FLEET SERVICES

SUBJECT: PURCHASING AND FLEET SERVICES: Approve the Professional Service Agreement with Diamond Environmental Services, LP for Portable Equipment Rental and Service; All Districts. [Total Cost \$2,500,000.00 - up to \$250,000.00 in additional compensation, 100% Department Budgets]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Service Agreement with Diamond Environmental Services, LP for Portable Equipment Rental and Services for a total aggregate amount not to exceed \$2,500,000 for five years through June 30, 2029, and authorize the Chair of the Board to sign the Agreement on behalf of the County;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel, to (a) sign amendments that make modifications to the scope of services that stay within the intent of the Agreement, and (b) sign amendments to the compensation provisions that do not exceed the sum total of \$250,000; and (c) issue Purchase Orders for payment of services performed within the approved compensation amount; and.
3. Direct the Clerk of the Board to return three (3) copies of the Agreement to Purchasing for distribution.

ACTION:Policy


Meghan Hahn, Director of Procurement 9/6/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: October 1, 2024
xc: Purchasing

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 500,000	\$ 500,000	\$ 2,500,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Department Budgets			Budget Adjustment:	No
			For Fiscal Year: 24/25 – 28/29	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Purchasing has facilitated portable restroom rental and service contracts for countywide use since May of 2009. The Department of Waste Resources (DWR), Transportation and Land Management Agency (TLMA), Facilities Maintenance (FM), Fire Department (Fire), and Riverside University Health Systems Behavioral Health (BH), Sheriff's Office (Sheriff), Purchasing and Fleet Services (Purchasing), Emergency Management Department (EMD) and various other county departments currently utilize portable equipment rental and services.

Purchasing received input from participating departments regarding their operational needs and budgetary requirements. Aside from Diamond Environmental Services, LP being the lowest bidder, their experience and established presence across the county, they are able to provide service for both rental and county-owned portable equipment for all locations. The vendor currently has locations in Perris and Indio, this geographic distribution ensures that they are able to provide timely and efficient service to all participating departments throughout the county.

Their established infrastructure and experience make them well-suited to meet our operational requirements and respond swiftly to service needs, enhancing overall service delivery and equipment management.

Impact on Residents and Businesses

Utilizing portable equipment rental and services offers significant advantages for county-owned and operated facilities. These services support a local vendor but also ensures that employees and visitors have access to necessary services. This contract is beneficial for both planned events and unplanned emergencies, as it provides flexible and timely solutions to meet diverse needs.

Additional Fiscal Information

The following are the estimated cumulative costs for all departments involved based on prior year expenditures for portable equipment rental and services.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Fiscal Year	Estimated Compensation
FY 24/25	\$ 500,000.00
FY 25/26	\$ 500,000.00
FY 26/27	\$ 500,000.00
FY 27/28	\$ 500,000.00
FY 28/29	\$ 500,000.00
Total Contract Amount	\$ 2,500,000.00

Contract History and Price Reasonableness

On April 8, 2024, Purchasing released Request for Quote (RFQ) PUARC-1723 for Portable Equipment Rental and Services. The RFQ was advertised publicly with notifications sent to twenty-two (22) vendors, with a total of three (3) vendors submitting quotations. The bid responses were reviewed, and each response evaluated based on the criteria set forth in the RFQ specification, discounts offered, rental rates per piece of equipment and service charges, and overall cost to the County. After a thorough review of each quotation, Purchasing determined Diamond Environmental Services, LP. to be the lowest and most responsive and responsible bidder for these services.

The County has worked with the Diamond Environmental Services, LP periodically since July of 2006 and historically, their rates have been lower than competing bidders. The pricing offered in the vendor's bid is comparable to competing pricing from 2018.

ATTACHMENT A. PROFESSIONAL SERVICE AGREEMENT FOR PORTABLE EQUIPMENT RENTAL AND SERVICE BETWEEN COUNTY OF RIVERSIDE AND DIAMOND ENVIRONMENTAL SERVICES, LP

Melissa Curtis
Melissa Curtis, Deputy Director of Purchasing and Fleet

9/10/2024

Veronica Santillan
Veronica Santillan, Principal Management Analyst

9/23/2024

Aaron Gettis
Aaron Gettis, Chief of Deputy County Counsel

9/18/2024

PROFESSIONAL SERVICE AGREEMENT

for

PORTABLE EQUIPMENT RENTAL AND SERVICES

between

COUNTY OF RIVERSIDE

and

DIAMOND ENVIRONMENTAL SERVICES, LP



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This Agreement, made and entered into by and between DIAMOND ENVIRONMENTAL SERVICES, LP, a California limited partnership, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services and at the prices stated in Exhibit B, Payment Provisions to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective November 1, 2024 (herein referred to as "Effective Date") and continue in effect through June 30, 2029, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the COUNTY for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed a total aggregate amount of \$2,500,000.00 including all expenses throughout the period of performance. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the percentage change in Consumer Price Index- All Consumers, All Items - Riverside, San Bernardino and Ontario for the twelve (12) month period January through January immediately preceding the adjustment and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. CONTRACTOR shall prepare invoices in duplicate and send the original and duplicate copies of invoices to the remit address of the COUNTY department that is requesting the services or products noted on the Purchase Order. This Agreement is intended for use by multiple COUNTY departments which have their own payment processing locations. Each COUNTY department requesting service shall provide the department name, payment processing location address, email address, phone number and attention to, when placing orders.

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (PSA #886); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall

immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within thirty (30) days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, and 48 CFR Part 9). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of CONTRACTOR

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent CONTRACTOR/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractor(s) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-

employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion, or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR

shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq.), the Federal Civil Rights Act of 1964 (42 U.S.C. 1981 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101

et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Purchasing and Fleet Services
3450 14th Street, Suite 420
Riverside, CA 92501
Attn: PCS/Buyer

CONTRACTOR

Diamond Environmental Services
807 E Mission Rd
San Marcos, CA 92069

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the

COUNTY within ten (10) days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another Contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions, or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

d. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived,

in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the COUNTY's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the

COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials, or services from other sources, when deemed by the COUNTY to

be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

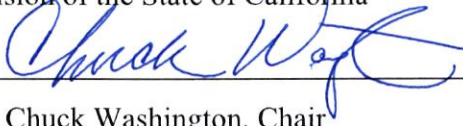
23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

23.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") (Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 
Chuck Washington, Chair
Board of Supervisors

Dated: 10/01/2024

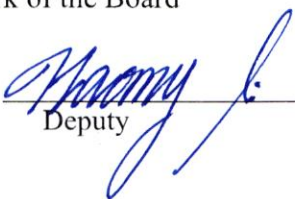
DIAMOND ENVIRONMENTAL SERVICES, a California limited partnership

By: T. Gomolka
T. Gomolka (Jul 18, 2024 09:36 PDT)
Tanno Gomolka
Director of Contracts

Dated: 07/18/2024

ATTEST:

Kimberly Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

Minh C. Tran
County Counsel

By: Braden Holly
Braden Holly
Deputy County Counsel

EXHIBIT "A"**PRODUCT/SERVICE SPECIFICATIONS****1. EQUIPMENT:**

- a. Single unit "Classic or Standard" Portable Toilet, 60 gallon, shall be fully self-contained with separate urinal in unit
- b. Single unit "Premier" Portable Toilet, 60 gallon shall be fully self-contained with separate urinal and fresh water sink in unit
- c. 2 Basin Hand-wash Sink, shall be hands-free with foot water pump, with water holding tank, OSHA approved with liquid soap dispenser and Paper towel dispenser
- d. "Handicap" Accessible Portable Restroom shall include ramped door with locks, grab bar, support rails with the option for freshwater sinks.
- e. "ADA Handicap" Accessible Portable Restroom shall be ADA-compliant, handicap accessible for standard wheelchair, ramped door with locks, grab bar and support rails.
- f. Containment Pan (drip pan) shall be able to contain water from portable restrooms of the type.
- g. "Single" Private Shower Stall shall provide Hot & Cold running water and be fully self-contained
- h. "2 Stall" Shower Suite "2x2" shall include 2 private shower & restroom stalls, heated stalls, Hot & Cold running water and US type electrical outlets for accessories
- i. "6 Head" Shower Trailer Suite shall include 6 individual heads, Heated stalls, Hot & Cold running water, community sinks at rear of trailer and US Type electrical outlets for accessories
- j. 150 Gallon Waste Water Containment Holding Tank
- k. 250 Gallon Waste Water Containment Holding Tank
- l. **SPECIAL EQUIPMENT REQUEST**: ADA Compliant Portable Shower Trailer – must contain at minimum a single shower and be "Handicap" accessible (see requirements in d. and e. above).
- m. "Deluxe" unit (County-Owned). Deluxe units shall refer to any County-owned units that exceed the specifications of any equipment in this section. Fully self-contained with pedal flush toilet, waterless urinal and Fresh water sink, Waste Water Holding Tank > 250 Gallons

2. SERVICE OF RENTAL AND COUNTY OWNED PORTABLE TOILET(S), CONTAINMENT PANS, SHOWERS, AND HANDWASH STATIONS

- a. CONTRACTOR shall service and provide maintenance of the portable equipment either daily or weekly, depending on the frequency requested by the County.
- b. Upon request by the COUNTY, and outside of the normal service schedule, CONTRACTOR shall respond to the County's request for service and maintenance within 24-48 hours. Any delays outside of this timeline must be clearly communicated at the time of the service request by the COUNTY.

- c. Paper and soap supplies shall be supplied and maintained by CONTRACTOR on rental and COUNTY owned portable restrooms of type and hand-wash stations at all times.
- d. CONTRACTOR shall collect and dispose of any garbage, trash and other refuse from portable equipment of type.
- e. COUNTY is responsible for indicating which portable equipment is COUNTY owned and providing locations and service requirements. CONTRACTOR will be required to show proof of service cost that does not exceed the service costs of their own rental equipment.

3. DELIVERY CHARGE:

- a. REGULAR DELIVERY: CONTRACTOR shall include the cost for delivery of the equipment, placement, and pick-up in their quote response.
- b. EMERGENCY DELIVERY CHARGE: Defined as less than 24-hour notice Weekday & Saturdays
- c. EMERGENCY DELIVERY CHARGE: Defined as less than 24-hour notice Weekends and Holidays
- d. Additional and/or special delivery charges may be specific to locations and/or service requests (normal or emergency).

4. RENTAL CHARGE OF EQUIPMENT SHALL INCLUDE THE FOLLOWING SERVICE LEVELS AS APPLICABLE:

- a. Per week
- b. Per day
- c. Bi-Weekly
- d. Monthly
- e. Long Term: CONTRACTOR is to indicate whether they offer this type of rental / services and clearly define what is considered "long term" in accordance with their business practices.

5. ADDITIONAL SERVICES

One or more exceptions to the "normal" servicing rates could occur throughout the period of performance of the resulting Agreement. CONTRACTOR will provide cost for new or additional equipment as needed throughout the life of the Agreement via written quote to the applicable department. CONTRACTOR will be notified at that time to prepare a quote based on the specific work requested on an individual basis. Quotes will be reviewed by COUNTY administration for approval and notice to proceed.

6. "COUNTY-OWNED" EQUIPMENT

Some Departments may have owned equipment that will need to be serviced. Pricing for County-Owned equipment servicing is listed alongside rented equipment of similar specifications in Exhibit B. Servicing COUNTY- owned units shall be conducted with the same standard of servicing for rental units.

7. EMERGENCY SERVICE

Due to the critical nature of the portable services and the public safety aspect of the service that operates at these locations, response time to the site shall not exceed three (3) hours from initiation for an emergency service request.

CONTRACTOR shall furnish the telephone numbers and pagers of at least three (3) responsible firm members or employees who can be reached twenty-four (24) hours a day in times of emergencies resulting out of, or in connection with, the work to be performed under any resulting contract.

EXHIBIT "B"**PAYMENT PROVISIONS**

		Zone 1	Zone 2	Zone 3
Classic or Standard Restroom (Single unit and fully self-contained with Separate urinal)	DELIVERY Charge (applies to all rentals except emergency)	\$ 30.00	\$ 30.00	\$ 40.00
	RENTAL PER UNIT, PER BILLING CYCLE (applies to rentals except emergency)	\$ 10.00	\$ 10.00	\$ 10.00
	LABOR/SERVCE RATES (applies to all rentals including emergency)	\$ 13.75	\$ 13.75	\$ 15.00
	LABOR/SERVCE RATES (applies to all owned equipment, including emergency)	\$ 13.75	\$ 13.75	\$ 15.00
	Is an Agency/ Energy Fee applicable for this piece of equipment	N/A	N/A	N/A
	Emergency "Delivery" Less than 24-hour notice Weekday & Saturdays	\$ 175.00	\$ 175.00	\$ 250.00
	Emergency "Delivery" Less than 24-hour notice Sunday's & Holiday's	\$ 250.00	\$ 250.00	\$ 350.00
		Zone 1	Zone 2	Zone 3
Premier Restroom (Single unit, Fully self-contained with Separate urinal and Fresh water sink)	DELIVERY Charge (applies to all rentals except emergency)	\$ 30.00	\$ 30.00	\$ 40.00
	RENTAL PER UNIT, PER BILLING CYCLE (applies to rentals except emergency)	\$ 10.00	\$ 10.00	\$ 10.00

	LABOR/SERVCE RATES (applies to all rentals including emergency)	\$ 18.75	\$ 18.75	\$ 20.75
	LABOR/SERVCE RATES (applies to all owned equipment, including emergency)	\$ 18.75	\$ 18.75	\$ 20.75
	Is an Agency/ Energy Fee applicable for this piece of equipment	N/A	N/A	N/A
	Emergency "Delivery" Less than 24-hour notice Weekday & Saturdays	\$ 200.00	\$ 200.00	\$ 300.00
	Emergency "Delivery" Less than 24-hour notice Sunday's & Holiday's	\$ 250.00	\$ 250.00	\$ 400.00
		Zone 1	Zone 2	Zone 3
Handicap Accessible Restroom (Ramped door with locks, Grab bar and support rails)	DELIVERY Charge (applies to all rentals except emergency)	\$ 30.00	\$ 30.00	\$ 40.00
	RENTAL PER UNIT, PER BILLING CYCLE (applies to rentals except emergency)	\$ 10.00	\$ 10.00	\$ 10.00
	LABOR/SERVCE RATES (applies to all rentals including emergency)	\$ 39.00	\$ 39.00	\$ 59.00
	LABOR/SERVCE RATES (applies to all owned equipment, including emergency)	\$ 39.00	\$ 39.00	\$ 59.00
	Is an Agency/ Energy Fee applicable for this piece of equipment	N/A	N/A	N/A
	Emergency "Delivery" Less than 24-hour notice Weekday & Saturdays	\$ 175.00	\$ 175.00	\$ 250.00

	Emergency "Delivery" Less than 24-hour notice Sunday's & Holiday's	\$ 250.00	\$ 250.00	\$ 350.00
		Zone 1	Zone 2	Zone 3
ADA Handicap Accessible Restroom (ADA- compliant, Handicap accessible for standard wheelchair, Ramped door with locks, Grab bar + support rails)	DELIVERY Charge (applies to all rentals except emergency)	\$ 60.00	\$ 60.00	\$ 65.00
	RENTAL PER UNIT, PER BILLING CYCLE (applies to rentals except emergency)	\$ 10.00	\$ 10.00	\$ 10.00
	LABOR/SERVCE RATES (applies to all rentals including emergency)	\$ 39.00	\$ 39.00	\$ 59.00
	LABOR/SERVCE RATES (applies to all owned equipment, including emergency)	\$ 39.00	\$ 39.00	\$ 59.00
	Is an Agency/ Energy Fee applicable for this piece of equipment	N/A	N/A	N/A
	Emergency "Delivery" Less than 24-hour notice Weekday & Saturdays	\$ 175.00	\$ 175.00	\$ 250.00
	Emergency "Delivery" Less than 24-hour notice Sunday's & Holiday's	\$ 250.00	\$ 250.00	\$ 350.00
		Zone 1	Zone 2	Zone 3
Containment Pan (Drip tray to contain water from portable restrooms)	DELIVERY Charge (applies to all rentals except emergency)	\$ -	\$ -	\$ -
	RENTAL PER UNIT, PER BILLING CYCLE (applies to rentals except emergency)	\$ 1.00	\$ 1.00	\$ 1.00
	LABOR/SERVCE RATES (applies to all rentals including emergency)	\$ -	\$ -	\$ -

	LABOR/SERVCE RATES (applies to all owned equipment, including emergency)	\$ -	\$ -	\$ -
	Is an Agency/ Energy Fee applicable for this piece of equipment	N/A	N/A	N/A
	Emergency "Delivery" Less than 24-hour notice Weekday & Saturdays	N/A	N/A	N/A
	Emergency "Delivery" Less than 24-hour notice Sunday's & Holiday's	N/A	N/A	N/A
		Zone 1	Zone 2	Zone 3
2 Basin Handwash Sink (Hands-free foot water pump, with grey water holding tank, OSHA approved with Liquid soap dispenser and Paper towel dispenser)	DELIVERY Charge (applies to all rentals except emergency)	\$ 30.00	\$ 30.00	\$ 40.00
	RENTAL PER UNIT, PER BILLING CYCLE (applies to rentals except emergency)	\$ 10.00	\$ 10.00	\$ 10.00
	LABOR/SERVCE RATES (applies to all rentals including emergency)	\$ 13.75	\$ 13.75	\$ 15.00
	LABOR/SERVCE RATES (applies to all owned equipment, including emergency)	\$ 13.75	\$ 13.75	\$ 15.00
	Is an Agency/ Energy Fee applicable for this piece of equipment	N/A	N/A	N/A
	Emergency "Delivery" Less than 24-hour notice Weekday & Saturdays	\$ 175.00	\$ 175.00	\$ 250.00
	Emergency "Delivery" Less than 24-hour notice Sunday's & Holiday's	\$ 250.00	\$ 250.00	\$ 350.00

		Zone 1	Zone 2	Zone 3
Single Private Shower Stall (Hot & Cold running water, fully self-contained)	DELIVERY Charge (applies to all rentals except emergency)	\$ 60.00	\$ 60.00	\$ 80.00
	RENTAL PER UNIT, PER BILLING CYCLE (applies to rentals except emergency)	\$ 10.00	\$ 10.00	\$ 10.00
	LABOR/SERVCE RATES (applies to all rentals including emergency)	\$ 45.00	\$ 45.00	\$ 65.00
	LABOR/SERVCE RATES (applies to all owned equipment, including emergency)	\$ 45.00	\$ 45.00	\$ 65.00
	Is an Agency/ Energy Fee applicable for this piece of equipment	N/A	N/A	N/A
	Emergency "Delivery" Less than 24-hour notice Weekday & Saturdays	\$ 200.00	\$ 200.00	\$ 300.00
	Emergency "Delivery" Less than 24-hour notice Sunday's & Holiday's	\$ 250.00	\$ 250.00	\$ 400.00
		Zone 1	Zone 2	Zone 3
2 Stall Shower Suite "2x2" (2 private shower & restroom stalls, Heated stalls, Hot & Cold running water and .2 50 Amp outlets for accessories)	DELIVERY Charge (applies to all rentals except emergency)	\$ 480.00	\$ 480.00	\$ 680.00
	RENTAL PER UNIT, PER BILLING CYCLE (applies to rentals except emergency)	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
	LABOR/SERVCE RATES (applies to all rentals including emergency)	\$ 180.00	\$ 180.00	\$ 220.00

	LABOR/SERVCE RATES (applies to all owned equipment, including emergency)	\$ 180.00	\$ 180.00	\$ 220.00
	Is an Agency/ Energy Fee applicable for this piece of equipment	N/A	N/A	N/A
	Emergency "Delivery" Less than 24-hour notice Weekday & Saturdays	\$ 200.00	\$ 200.00	\$ 300.00
	Emergency "Delivery" Less than 24-hour notice Sunday's & Holiday's	\$ 250.00	\$ 250.00	\$ 400.00
		Zone 1	Zone 2	Zone 3
6 Head Shower Trailer Suite (6 individual heads, Heated stalls, Hot & Cold running water, community sinks at rear of trailer and .4 50 Amp outlets for accessories)	DELIVERY Charge (applies to all rentals except emergency)	\$ 750.00	\$ 750.00	\$ 950.00
	RENTAL PER UNIT, PER BILLING CYCLE (applies to rentals except emergency)	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
	LABOR/SERVCE RATES (applies to all rentals including emergency)	\$ 480.00	\$ 480.00	\$ 525.00
	LABOR/SERVCE RATES (applies to all owned equipment, including emergency)	\$ 480.00	\$ 480.00	\$ 525.00
	Is an Agency/ Energy Fee applicable for this piece of equipment	N/A	N/A	N/A
	Emergency "Delivery" Less than 24-hour notice Weekday & Saturdays	\$ 200.00	\$ 200.00	\$ 300.00
	Emergency "Delivery" Less than 24-hour notice Sunday's & Holiday's	\$ 250.00	\$ 250.00	\$ 400.00

		Zone 1	Zone 2	Zone 3
Waste Water Holding Tank - 150 Gallon	DELIVERY Charge (applies to all rentals except emergency)	\$ 50.00	\$ 50.00	\$ 60.00
	RENTAL PER UNIT, PER BILLING CYCLE (applies to rentals except emergency)	\$ 10.00	\$ 10.00	\$ 10.00
	LABOR/SERVCE RATES (applies to all rentals including emergency)	\$ 40.00	\$ 40.00	\$ 50.00
	LABOR/SERVCE RATES (applies to all owned equipment, including emergency)	\$ 40.00	\$ 40.00	\$ 50.00
	Is an Agency/ Energy Fee applicable for this piece of equipment	N/A	N/A	N/A
	Emergency "Delivery" Less than 24-hour notice Weekday & Saturdays	\$ 200.00	\$ 200.00	\$ 300.00
	Emergency "Delivery" Less than 24-hour notice Sunday's & Holiday's	\$ 250.00	\$ 250.00	\$ 400.00
		Zone 1	Zone 2	Zone 3
Waste Water Holding Tank - 250 Gallon	DELIVERY Charge (applies to all rentals except emergency)	\$ 50.00	\$ 50.00	\$ 50.00
	RENTAL PER UNIT, PER BILLING CYCLE (applies to rentals except emergency)	\$ 10.00	\$ 10.00	\$ 10.00
	LABOR/SERVCE RATES (applies to all rentals including emergency)	\$ 70.00	\$ 70.00	\$ 90.00

	LABOR/SERVICE RATES (applies to all owned equipment, including emergency)	\$ 70.00	\$ 70.00	\$ 90.00
	Is an Agency/ Energy Fee applicable for this piece of equipment	N/A	N/A	N/A
	Emergency "Delivery" Less than 24-hour notice Weekday & Saturdays	\$ 200.00	\$ 200.00	\$ 300.00
	Emergency "Delivery" Less than 24-hour notice Sunday's & Holiday's	\$ 250.00	\$ 250.00	\$ 450.00
		Zone 1	Zone 2	Zone 3
"Deluxe" Restroom (County-Owned) - (Fully self-contained with pedal flush toilet, waterless urinal and Fresh water sink, Waste Water Holding Tank > 250 Gallons)	Additional Fees if applicable (Dispatching Fee, etc.)	N/A	N/A	N/A
	Labor/Service Charge On "County-Owned" Daily (if applicable)	\$ 70.00	\$ 70.00	\$ 90.00
	Is an Agency/ Energy Fee applicable for this piece of equipment	N/A	N/A	N/A

EXHIBIT "C"**SERVICE AREAS**

CONTRACTOR shall be able to service the following COUNTY Service Areas listed below throughout the duration of the AGREEMENT:

Zone 1: Western County		Zone 2: Mid & Southwest County		Zone 3: Desert & Eastern County	
City	Zip Code	City	Zip Code	City	Zip Code
Colton	92324	Aguanga	92536	Blythe	92225
Corona	92879	Anza	92539	Cathedral City	92234
Corona	92880	Banning	92220	Cathedral City	92335
Corona	92881	Beaumont/ Cherry Valley	92223	Coachella	92236
Corona	92882	Cabazon	92230	Desert Center/ Eagle Mountain	92239
Elsinore	92530	Calimesa	92320	Desert Hot Springs	92240
Elsinore	92531	Hemet	92543	Indian Wells	92210
Elsinore	92532	Hemet	92545	Indio	92201
Homeland	92548	Hemet/ Valle Vista	92544	Indio	92202
March AFB	92518	Idyllwild	92549	Indio	92203
Mira Loma	91752	Menifee/ Sun City	92584	Indio Hills/ DHS/ Sky Valley	92241
Moreno Valley	92551	Mountain Center	92561	La Quinta	92253
Moreno Valley	92552	Murrieta	92562	Mecca/ North Shore	92254
Moreno Valley	92553	Murrieta	92563	Midland	92255
Moreno Valley	92554	San Jacinto	92581	Palm Desert	92211
Moreno Valley	92555	San Jacinto	92582	Palm Desert	92260
Moreno Valley	92556	San Jacinto/ Gilman Springs	92583	Palm Desert	92261
Moreno Valley	92557	Temecula	92590	Palm Springs	92258
Norco	92860	Temecula	92591	Palm Springs	92262
Perris	92570	Temecula	92592	Palm Springs	92263
Perris	92571	Temecula	92593	Palm Springs	92264

Perris	92572	Winchester	92596	Rancho Mirage	92270
Riverside	92501			Ripley	92272
Riverside	92502			Thermal/ Oasis/ Salton Sea	92274
Riverside	92503			Thousand Palms	92276
Riverside	92504			White Water	92282
Riverside	92505				
Riverside	92506				
Riverside	92507				
Riverside	92508				
Riverside	92509				
Romoland	92585				
Sun City	92586				
Sun City/Canyon Lake/Quail Valley	92587				
Wildomar	92595				

EXHIBIT “D”

FEDERAL CONTRACT PROVISIONS

During instances of emergencies or natural disasters, funding for the services requested in this AGREEMENT may be provided in full or part by the Department of Homeland Security (DHS), State Homeland Security Program (SHSP) and California Governor’s Office of Emergency Services and as such is subject to certain requirements including Federal Procurement Standards of 2 C.F.R. §§ 200.317 – 200.327.

In the event County of Riverside Terms and Conditions referenced in this AGREEMENT conflict with the Federal Procurement Standards, the more restrictive of the terms will prevail only as they pertain to the services requested in this AGREEMENT and/or Purchase Order(s).

SAM Registration and Unique Entity Identification (UEI): CONTRACTOR MUST maintain SAM UEI (formerly DUNS) registration and have no active exclusion records throughout the duration of this AGREEMENT.

The following Federal Contract Provisions will apply to this AGREEMENT and any Purchase Orders issued referencing the Federal Contract Provisions referenced herein.

1.0 Termination for cause or convenience:

- a. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

- b. COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement, or CONTRACTOR fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.
 - (a) After receipt of the notice of termination, CONTRACTOR shall:

1. Stop all work under this Agreement on the date specified in the notice of termination; and
 2. Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports, or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.
- c. After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.
- d. CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR, or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.
- e. The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

2.0 Rights to Inventions Made Under a Contract or Agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

3.0 Clean Air Act and The Federal Water Pollutions Control Act: If applicable, contracts must contain a provision that requires the CONTRACTOR to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

3.1 Clean Air Act

- a) CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b) The CONTRACTOR agrees to report each violation to the County of Riverside and understands and agrees that the County of Riverside will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c) The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

3.2 Federal Water Pollution Control Act

- a) CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b) The CONTRACTOR agrees to report each violation to the County of Riverside and understands and agrees that the County of Riverside will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c) The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4.0 Debarment and Suspension Non-Federal entities and CONTRACTORS are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension). These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties

declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530

4.1 Suspension and Debarment:

- (1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the County of Riverside. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County of Riverside, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5.0 Procurement of Recovered Materials A Non-Federal entity that is a state agency or agency of a political subdivision of a state and its CONTRACTORS must comply with Section 6962 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322. The requirements of Section 6962 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA

guidelines.

5.1 In the performance of this AGREEMENT, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired —

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

6.2 Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

6.3 The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6962 of the Solid Waste Disposal Act.

7.0 Access to Records and Records Retention: All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 2 (2024). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

7.1 Access to Records. The following access to records requirements apply to this contract:

(1) The CONTRACTOR agrees to provide County of Riverside, Riverside County Fire Department, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the County of Riverside and the CONTRACTOR acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

8.0 Contracts Change or Modifications: To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. The following change order language will be incorporated into the Agreement:

8.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee are the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

8.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within thirty (30) days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, they may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

9.0 DHS Seal, Logo and Flags: Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 2 (2024).

9.1 Language to be included in contract: CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

10.0 Compliance with Federal Law, Regulations and Executive Orders: The recipient and its CONTRACTORS are required to comply with all Federal laws, regulations, and executive orders.

11.0 No Obligation by Federal Government: FEMA is not a party to any transaction between the recipient and its CONTRACTOR. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

12.0 Program Fraud and False or Fraudulent Statements or Related Acts: Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 2 (2024); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

12.1 The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this contract.

13.0 Legal / contractual / administrative remedies for breach of contract: Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.










PSA# 886 Portable Equipment Rental and Service - Diamond Environmental

Final Audit Report

2024-07-18

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