ANNUAL CONTRACT FOR SHREDDING SERVICES
(City of Visalia Bid No. 22-23-60)

This Agreement, entered into and effective this _____ day of **October, 2023,** ["Effective Date"], by and between the City of Visalia, hereinafter referred to as the "CITY", and PACIFIC STORAGE, CO. (PACIFIC SHREDDING) hereinafter referred to as the "CONTRACTOR", "BIDDER", or "SUBRECIPIENT".

R E C I T A L S

WHEREAS, CONTRACTOR is a document shredding company with a primary business address of **3439 Brookside #206, Stockton, CA 95219** and SSN or EIN: **94-0745450**; and

WHEREAS, CITY is a municipal corporation and Charter Law City; and

WHEREAS, CITY desires to enter into an annual contract for Shredding Services which was let to bid on July 27, 2023 as evidenced by Bid No. 22-23-60 (the "Project"); and

WHEREAS, City of Visalia reviewed and evaluated responses to the Bid and determined to award a contract to CONTRACTOR for the Annual Project; and

WHEREAS, CONTRACTOR represents it is licensed, qualified and willing to complete the Project pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

1.   TERM:
The term of this Agreement shall commence on the Effective Date and expire upon completion of all obligations of the parties, unless earlier terminated by the parties. The initial contract term shall be for a twelve (12) month period and shall, at the City's option and with the consent of the CONTRACTOR , be extended annually thereafter for four (4) consecutive one-year periods.

If the CONTRACTOR decides not to consent to renewal by the CITY, then CONTRACTOR must provide the CITY with written notice of non-renewal at least thirty (30) days prior to the annual renewal date.

Additionally, this Agreement may be terminated for convenience by the CITY, in whole or in part, by giving the CONTRACTOR fifteen (15) days' written notice of the intent to terminate whenever the City determines that termination is in the best interest of the City. In the event of termination or expiration of this Agreement, CONTRACTOR shall transfer to CITY any funds and/or accounts receivable on hand attributable to the use of CITY funds. Contractor shall be entitled only to payment for work performed to date, less any costs paid by the City to bring areas contractor was terminated from back up to standards deemed acceptable by the Project Manager.

2.   ATTACHMENTS INCORPORATED:
The following are attachments for this Agreement. Said attachments are incorporated into this Agreement as if included in full in the body:

ATTACHMENT NO.	DESCRIPTION OF ATTACHMENT
Attachment 1	General Contract Provisions
Attachment 2	Insurance Requirements
Attachment 3	City of Visalia Bid 22-23-60, Annual Contract for Shredding Services
Attachment 4	CONTRACTOR's bid in response to Bid No. 22-23-60

3. CONTRACTOR SCOPE OF SERVICES and COMMITMENTS*:

CONTRACTOR shall provide the following services for the stated compensation on or before the stated completion dates ("Scope of Services"):

All work described in Scope of Services in Bid No. 22-23-60.

4. CITY COMMITMENTS:

CITY shall perform the following tasks on or before the stated completion dates:

TASK	COMPLETION DATE
Pay Contractor as work is completed and invoiced	As requested by Contractor

5. COMPENSATION:

CITY shall pay CONTRACTOR compensation for services as indicated in Paragraph 4 above; however, CITY shall pay not more than the following amount as total compensation under this Agreement, unless otherwise agreed in writing. Such sum shall be expended and paid by CITY on a reimbursement basis for services actually performed based on invoices, receipts, time sheets and similar documents presented by CONTRACTOR to CITY.

Total Compensation:	$ Not to Exceed $17,000 annually at Bidder's Stated Prices
Source of Funds:	Local Revenues
Payment Schedule:	Within 30 days from date of invoice for completed work

6. CONTRACT PRICE ADJUSTMENTS:

All prices quoted in response to this Invitation to Bid shall be firm and fixed for twelve (12) months from the annual anniversary date of the agreement. In order to protect the interests of the City and to give the vendor a reasonable basis for bidding, a price adjustment feature is hereby incorporated into the specifications. Prices bid by vendor may be adjusted annually at time of contract renewal and upon mutual agreement of the parties to the contract to allow for price increases or decreases for labor and benefit rates, supplies and materials.

It will be the responsibility of the contractor to request a price adjustment and to provide all documentation necessary. The request for price adjustment must be submitted to the project manager in writing a minimum of thirty (30) but no sooner than ninety (90) calendar days prior to the annual anniversary date of the agreement. Requests filed after this time-period will not be considered.

The unit prices for the ensuing contracts shall be based on the movement of the unadjusted figures of the U.S. Bureau of Labor Statistics, Consumer Price Index (CPI) for All Urban

Consumers (CPI-U) U.S. City Average, All Items. The contract unit prices may be changed in an amount equal to the percentage of movement for the most recent twelve-month period. In no instance shall the price increase exceed 5%. The contract unit price changes as a result of this formula shall be binding on the contractor for the subsequent contract year. The adjustment of the unit bid price shall not be retroactive and shall apply only to changes incurred after approval.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

<div align="center">CONTRACTOR</div>

Dated: _____   By:_____
                                                          Authorized Officer: I certify under penalty of perjury under
                                                          the laws of the State of California that I am fully authorized
                                                          to execute this Agreement for CONTRACTOR in the capacity I
                                                          have stated, and that such execution is sufficient to bind the
                                                          CONTRACTOR.

<div align="center">CITY OF VISALIA</div>

Dated: _____   By:_____
                                                          City Manager

Dated: _____   By:_____
                                                          City Attorney

Dated: _____   By:_____
                                                          City of Visalia Risk Manager

Dated: _____   By:_____
                                                          City of Visalia Project Manager