File No	241009	Committee Item No.					
COMMITTEE/BOARD OF SUPERVISORS AGENDA PACKET CONTENTS LIST							
	Budget and Finance Cor		November 13, 2024				
Cmte Boar	Motion Resolution Ordinance Legislative Digest Budget and Legislative A Youth Commission Repolation Form Department/Agency Cove MOU Grant Information Form Grant Budget Subcontract Budget Contract/Agreement Form 126 – Ethics Command Letter Application Public Correspondence	ort ver Letter and/or Repo	ort				
OTHER	(Use back side if additio	nal space is needed)					
	OCA Presentation 11/13	/2024					

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Completed by:Brent JalipaDateNovember 7, 2024Completed by:Brent JalipaDate

1	[Agreement - Underground Republic Water Works, Inc Plumbing Supplies - Not to Exceed				
2	\$50,400,000]				
3	Resolution approving an Agreement between City, acting by and through the Office of				
4	Contract Administration, and Underground Republic Water Works, Inc. for plumbing				
5	supplies, for a term of seven years from January 1, 2025, through December 31, 2031,				
6	and for a total not to exceed amount of \$50,400,000; and to authorize the Office of				
7	Contract Administration to make necessary, non-material changes to the Agreement				
8	prior to its final execution by all parties that do not materially increase the obligations				
9	or liabilities to the City and are necessary or advisable to effectuate the purposes of the				
10	Agreement.				
11					
12	WHEREAS, On July 24, 2024, the Office of Contract Administration issued an Invitation				
13	for Bids ("IFB") for plumbing supplies; and				
14	WHEREAS, Underground Republic Water Works, Inc. submitted a bid and was the				
15	lowest responsive and responsible bidder for Aggregate 1 Lines 7, 8, 9, 11, 13, 16, 18, 26, 29,				
16	and Aggregate 2; and				
17	WHEREAS, The Office of Contract Administration awarded the proposed Agreement				
18	consisting of Aggregate 1 Lines 7, 8, 9, 11, 13, 16, 18, 26, 29, and Aggregate 2 to				
19	Underground Republic Water Works, Inc.; and				
20	WHEREAS, Charter, Section 9.118(b) requires Board of Supervisors' approval by				
21	Resolution of any contract which, when entered into, extends over 10 years, and of any				
22	contract which, when entered into, costs the City \$10,000,000 or more; and				
23	WHEREAS, The proposed Agreement contained in File No. 241009, is substantially in				
24	final form, with all material terms and conditions included, and only remains to be executed by				

the parties upon approval of this Resolution; now, therefore, be it

25

1	RESOLVED, That the Board of Supervisors hereby approves the Agreement in
2	substantially the form contained in File No. 241009; and, be it
3	FURTHER RESOLVED, That the Board of Supervisors authorizes the Office of
4	Contract Administration to make any modifications to the Agreement, prior to its final
5	execution by all parties, that the Office of Contract Administration determines, in consultation
6	with the City Attorney, are consistent with this Resolution, in the best interest of the City, do
7	not materially increase the obligations or liabilities of the City, are necessary or advisable to
8	effectuate the purposes of the Agreement, and are in compliance with all applicable laws,
9	including City's Charter; and, be it
10	FURTHER RESOLVED, That within 30 days of the Agreement being fully executed by
11	all parties, the Office of Contract Administration shall submit to the Clerk of the Board of
12	Supervisors a completely executed copy for inclusion in File No. 241009; this requirement and
13	obligation resides with the Department, and is for purposes of having a complete file only, and
14	in no manner affects the validity of approved Agreement.
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Item 4	Department:
File 24-1009	Office of Contract Administration

EXECUTIVE SUMMARY

Legislative Objectives

• The proposed resolution authorizes the Office of Contract Administration (OCA) to enter a contract with Underground Republic Water Works, Inc. for the supply of plumbing materials. The contract establishes a not-to-exceed amount of \$50,400,000, with an initial term of five years from January 1, 2025, to December 31, 2029. It includes an option to extend the contract for an additional two years, for a total potential term of seven years, concluding on December 31, 2031.

Key Points

- Between 2021 and 2023, City departments spent approximately \$31 million on plumbing supplies, averaging \$10.3 million annually. Approximately 87 percent of these purchases were made through OCA term contracts. The San Francisco Public Utilities Commission (SFPUC) is the primary user of plumbing supplies, utilizing them for the operation of water treatment plants, sewage systems, and water distribution networks.
- In July 2024, the OCA issued an Invitation for Bids (IFB) to establish new term contracts for plumbing supplies. OCA plans to award contracts to five of the six respondents to the solicitation. Underground Republic Water Works, Inc. submitted the lowest responsive and responsible bids for multiple product lines in Product Group A1 (items 7, 8, 9, 11, 13, 16, 18, 26, and 29) and for all items in Product Group A2.
- Under the proposed agreement, City departments will have access to a range of plumbing supplies at discounted rates. For product group A1, Departments can procure products from nine different manufacturers at fixed percentage discounts off the manufacturers' list prices. For product group A2, Departments will have access to 472 specific plumbing items that cover various categories essential for maintenance and infrastructure projects, including brass fittings, cast iron components, clamps, copper materials, gaskets, valves, meter boxes, steel materials, tie rods, and more.

Fiscal Impact

- The total not-to-exceed amount of \$50,400,000 is based on historical and projected spending over the contract's estimated term of seven years, averaging approximately \$7.2 million per year.
- Funding for this contract will be provided through the existing operating budgets of City departments that utilize plumbing supplies.

Recommendation

Approve the proposed resolution.

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

BACKGROUND

The City manages an extensive network of public facilities, including hospitals, government offices, and utility infrastructure. Proper maintenance of these facilities is essential to ensure the health, safety, and well-being of the public and City employees. Plumbing supplies play a critical role in this maintenance, enabling the repair and enhancement of water and wastewater systems.

The San Francisco Public Utilities Commission (SFPUC) is the primary user of plumbing supplies. The SFPUC relies on these materials for the operation of water treatment plants, sewage systems, and water distribution networks.

Exhibit 1: Top 5 City Departments by Total Plumbing Supplies Expenditures (2021-2023)

Department	2021	2022	2023	Total	Annual Average
Public Utilities					
Commission	\$7,341,493	\$10,045,492	\$6,369,363	\$23,756,348	\$7,918,783
Public Works	1,048,542	1,248,539	1,494,546	3,791,626	1,263,875
Airport	344,993	401,224	827,141	1,573,358	524,453
Public Health	89,502	161,640	376,199	627,341	209,114
Municipal Transportatio					
n Agency	190,086	58,622	73,069	321,777	107,259
Other					
Departments	171,829	265,037	529,360	966,227	322,075
Total	\$9,186,445	\$12,180,554	\$9,669,678	\$31,036,677	\$10,345,559

Source: OCA Memo

Between 2021 and 2023, City departments expended approximately \$31 million on plumbing supplies, averaging \$10.3 million annually. Approximately 87 percent of these purchases were made through Office of Contract Administration (OCA) term contracts. The remaining purchases were made through department issued contracts and purchase orders not associated with a contract.

Procurement Process

On July 24, 2024, the OCA issued an Invitation for Bids (IFB) to establish new OCA term contracts for plumbing supplies. The IFB was structured into two product aggregates to address departmental requirements:

- Aggregate 1 (A1) comprised 30 product lines, each representing different manufacturers. Bidders could submit offers on any or all lines, and contracts were awarded to the lowest responsive and responsible bidders for each line.
- Aggregate 2 (A2) included 472 specific plumbing items primarily utilized by the SFPUC. Bidders were required to submit bids for all items within this aggregate, and the contract was awarded to the lowest responsive and responsible bidder for the entire set.

The IFB also provided an estimated not to exceed amount for each product line, based on historical spending.

Proposals were evaluated based on cost. For product group A1, proposals were evaluated based on the percentage discount off the manufacturer's list price. For product group A2, proposals were evaluated based on the pricing for each item.

OCA received bids from six respondents, one of which was determined to be non-responsive. OCA awarded six contracts to five respondents¹. Underground Republic Water Works, Inc. (Underground) submitted the lowest responsive and responsible bids for multiple product lines in A1 (7, 8, 9, 11, 13, 16, 18, 26, & 29) and for all items in the A2 product group. OCA recommends awarding the contract to Underground for these aggregates.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution authorizes the Office of Contract Administration to enter into a contract with Underground Republic Water Works, Inc. for the supply of plumbing materials. The contract establishes a not-to-exceed amount of \$50,400,000, with an initial term of five years, commencing on January 1, 2025, and concluding on December 31, 2029. The agreement includes an option to extend the contract for an additional two years, for a total potential term of seven years, concluding on December 31, 2031.

Scope of Services

Under this agreement, City departments will have access to a range of plumbing supplies at discounted rates. For product group A1, Departments can procure products from nine different manufacturers at fixed percentage discounts off the manufacturers' list prices. For product group A2, Departments will have access to 472 specific plumbing items that cover various categories

¹ The lowest bidder for A1 Line 14 was deemed non-responsive, and OCA did not award a contract for this line item. OCA intends to separately award A1 Line 14 to Underground in a future contract that will not require Board of Supervisors' approval pursuant to Admin Code Chapter 21 Section 21.6, which allows OCA to purchase the commodities or services from any source if there are no responsive offers.

essential for maintenance and infrastructure projects, including brass fittings, cast iron components, clamps, copper materials, gaskets, valves, meter boxes, steel materials, tie rods, and more.

Pricing Structure and Adjustments

The contract's pricing mechanism is designed to provide cost-savings to departments while being flexible enough to accommodate market fluctuations. Pricing for A1 is based on fixed percentage discounts (ranging from 20 percent to 60 percent) off the manufacturers' list prices for each product line. For A2, pricing consists of fixed unit prices for each of the 472 items.

To account for market changes, prices in A2 are subject to annual adjustments beginning 12 months after the bid due date of August 26, 2024. Adjustments are calculated based on changes in the U.S. Department of Labor's Producer Price Index for Plumbing Fixture Fitting and Trim Manufacturing.

<u>Performance Metrics</u>

The contract includes specific performance standards to ensure reliable service and product quality. Key performance metrics encompass timely reporting, accurate invoicing, responsive customer service, product quality, and adherence to delivery schedules. Failure to meet these standards may result in monetary credits to the City ranging anywhere from \$10 to \$100 per occurrence.

FISCAL IMPACT

The total not-to-exceed amount of \$50,400,000 is based on historical and projected spending over the contract's estimated term of seven years. The calculation includes:

- 1. Estimated expenditures for the awarded lines in A1 over the potential seven-year term, considering prior usage and anticipated demand.
- 2. The total bid price for A2 items.
- 3. Allowances for sales tax and potential price increases due to inflation and market conditions.
- 4. Rounding to the nearest hundred thousand dollars.

Exhibit 2 below shows the not to exceed amount calculation by awarded line and manufacturer. The not to exceed amount of \$50,400,000 provides an average of approximately \$7.2 million per year in purchases over the seven year term.

Exhibit 2: NTE Calculations by Product

Product	Amount
Aggregate 1, Line 7 (Clow)	\$140,000
Aggregate 1, Line 8 (EBAA)	1,400,000
Aggregate 1, Line 9 (Febca)	140,000
Aggregate 1, Line 11 (Hymax)	140,000
Aggregate 1, Line 13 (James Jones)	140,000
Aggregate 1, Line 16 (Midland)	140,000
Aggregate 1, Line 18 (Mueller)	1,400,000
Aggregate 1, Line 26 (Tyler)	1,400,000
Aggregate 1, Line 29 (Watts)	140,000
Aggregate 2 (Specific Products List)	41,330,771
Subtotal, Seven Years of Spending	46,370,771
Estimated Sales Tax (8.625%)	3,999,479
Total	50,370,250
Not to Exceed (rounded)	\$50,400,000

Source: OCA

Funding for this contract will be provided through the existing operating budgets of City departments that utilize plumbing supplies, primarily the SFPUC. These expenditures are anticipated within the departments' budgets dedicated to infrastructure maintenance and improvement.

RECOMMENDATION

Approve the proposed resolution.

City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685

Agreement between the City and County of San Francisco

and

Underground Republic Water Works, Inc. TC75001 Citywide Plumbing Supplies (Aggregate 1 Lines 7, 8, 9, 11, 13, 16, 18, 26, 29 and Aggregate 2)

AGREEMENT

This Agreement is made this 1st day of January, 2025, in the City and County of San Francisco ("City"), State of California, by and between Underground Republic Water Works, Inc. ("Contractor") and City.

Recitals

WHEREAS, the Office of Contract Administration ("Department") wishes to procure plumbing supplies from Contractor; and

WHEREAS, Contractor represents and warrants that it is qualified to deliver the Goods required by City as set forth under this Agreement; and

WHEREAS, Contractor was competitively selected pursuant to an Invitation for Bids (IFB) entitled OCA | TC75001 Plumbing Supplies issued through Sourcing Event ID 0000009352; and

WHEREAS, this Contract is primarily for Commodities and, as such, deemed exempt from the Subcontracting Requirements of Chapter 14B of the San Francisco Administrative Code; and

WHEREAS, the Department has filed Ethics Form 126f2 (Notice of Submission of Proposal) because this Agreement has a value of \$100,000 or more in a fiscal year and will require the approval of an elected officer of the City and the Board of Supervisors; and

WHEREAS, the Department has filed Ethics Form 126f4 (Notification of Contract Approval) because this Agreement has a value of \$100,000 or more in a fiscal year and will require the approval of an elected officer of the City and the Board of Supervisors; and

WHEREAS, the City's Board of Supervisors approved this Agreement by [insert resolution number] on [insert date of Commission or Board action] in the amount of \$50,400,000 for the period commencing January 1, 2025 and ending December 31, 2031; and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

- 1.1 "Agreement" means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.
- 1.2 "City" or "the City" means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing" and all City Departments authorized to use this Agreement for the purpose of securing the Goods described herein.
- 1.3 "City Data" means that data as described in Article 13 of this Agreement which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of the City in connection with this Agreement. City Data includes, without limitation, Confidential Information.

- 1.4 "CMD" means the Contract Monitoring Division of the City.
- 1.5 "Confidential Information" means confidential City information including, but not limited to, personal identifiable information ("PII"), protected health information ("PHI"), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M ("Chapter 12M"). Confidential Information includes, without limitation, City Data.
- 1.6 "Contractor" means Underground Republic Water Works, Inc., 1175 Campbell Ave., San Jose, CA 95126.
 - 1.7 Reserved.
- 1.8 "Goods" or "Commodities" means the products, materials, equipment or supplies to be provided by Contractor under this Agreement.
- 1.9 "Mandatory City Requirements" means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws that impose specific duties and obligations upon Contractor.
- 1.10 "Party" and "Parties" means the City and Contractor either individually or collectively.
 - 1.11 Reserved.

Article 2 Term of the Agreement

- 2.1 The term of this Agreement shall commence on January 1, 2025 and expire on December 31, 2029, unless earlier terminated as otherwise provided herein.
- 2.2 **Options.** The City has the option to renew the Agreement for a period of two (2) additional years, for a total contract term of seven (7) years. The City may extend this Agreement beyond the expiration date by exercising an option, mutually agreed upon by both parties, and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

Article 3 Financial Matters

3.1 Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation. This Agreement is subject to the budget and fiscal provisions of Section 3.105 of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of

any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

3.2 **Guaranteed Maximum Costs.** The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

3.3 Compensation.

- 3.3.1 Calculation of Charges. Contractor shall provide an invoice to the City for Goods delivered in accordance with Appendix B, "Calculation of Charges." Compensation shall be made for Goods identified in the invoice that the City, in its sole discretion, concludes has been satisfactorily delivered. In no event shall the amount of this Agreement exceed thirty-six million dollars (\$36,000,000). The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges under this Agreement.
- 3.3.2 Payment Limited to Satisfactory Delivery of Goods. Contractor is not entitled to any payments from City until City approves the Goods delivered pursuant to this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Goods, even if the unsatisfactory character may have been apparent or detected at the time such payment was made. Goods delivered pursuant to this Agreement that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.
- 3.3.3 **Withhold Payments.** If Contractor fails to provide Goods in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured. Contractor shall not stop providing Goods as a result of City's withholding of payments, as provided herein.
- 3.3.4 Invoice Format. Invoices submitted by Contractor under this Agreement must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.8, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the PeopleSoft Purchase Order ID, PeopleSoft Supplier Name and ID, complete description of the Goods delivered (including manufacturer name, manufacturer SKU, and product

description), sales/use tax (if applicable), unit cost, unit of measure, quantities, extended cost, and contract payment terms. Where Contractor's pricing is based on a percentage mark-up or discount over manufacturer's list price, invoices must also include the manufacturer list price and Contractor's percentage mark-up or discount over manufacturer's list price. Where Contractor's pricing is based on a percentage mark-up over cost, invoices must also include Contractor's cost and Contractor's percentage mark-up over Contractor's cost. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

3.3.5 Reserved.

3.3.6 Getting paid by the City for Goods.

- (a) The City and County of San Francisco utilizes the Paymode-X[®] service offered by Bank of America Merrill Lynch to pay City contractors. Contractor must sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit http://portal.paymode.com/city countyofsanfrancisco.
- (b) At the option of the City, Contractor may be required to submit invoices directly in the City's financial and procurement system (PeopleSoft) via eSettlement. Refer to https://sfcitypartner.sfgov.org/pages/training.aspx for more information on eSettlement. For access to PeopleSoft eSettlement, submit a request through sfgov.org.

3.3.7 Reserved.

3.3.8 Payment Terms.

(a) **Payment Due Date.** Unless City notifies the Contractor that a dispute exists, Payment shall be made within thirty (30) calendar days, measured from (1) the delivery of Goods or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date City issued a check to Contractor or, if Contractor agreed to electronic payment, the date City posted electronic payment to Contractor.

(b) Reserved.

- Audit and Inspection of Records. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to the Goods. Contractor will permit City to audit, examine, and make copies of such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five (5) years, unless required for a longer duration due to Federal, State, or local requirements of which the City will notify Contractor in writing, after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.
- 3.5 **Submitting False Claims.** The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into

this Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

- 3.6 Reserved.
- 3.7 **Reserved.**

Article 4 Goods

- 4.1 Reserved.
- 4.2 **Term Agreement Indefinite Quantities.** This is a term, indefinite quantities Agreement to supply the Goods identified in this Agreement. Unless otherwise specified herein, deliveries will be required in quantities and at times as ordered during the period of the Agreement. Estimated quantities are approximate only. City, in its sole discretion, may purchase any greater or lesser quantity. Purchasing may also make purchases from other suppliers when Purchasing determines, in its sole discretion, that the City has an immediate need for such items or that it is not practical to purchase against this Agreement. City will not honor minimum order charges under this Agreement.
 - 4.3 **Reserved.**
 - 4.4 Goods.
- 4.4.1 **Place of Manufacture.** No article furnished hereunder shall have been made in prison or by convict labor, except Goods purchased for use by City's detention facilities. The City may require Contractor to provide within seven (7) working business days from the date they are requested to do so, information and documentation requested by Purchaser, including but not limited to: sources of supply, distribution, dealership or agency agreements and authorizations from manufacturer(s) they claim to represent, lines of credit with financial institutions and suppliers, numbers of employees, trade references and any other information to determine the Contractor's fitness to supply the Agreement requirements.
- 4.4.2 **Electrical Products.** Goods must comply with all applicable laws, ordinances and other legal requirements, including (among others) the Cal-OSHA regulations in Title 8 of the Code of Regulations and, for electrical products, Sections 110.2 and 110.3 (B) of the S.F. Electrical Code.
- 4.4.3 **Condition of Goods.** Goods offered and furnished must be new and previously unused, and of manufacturer's latest model, unless otherwise specified herein.

Contractor shall establish quality control measures, as applicable to department's operations, and promptly provide documented reports to City of any product defects or premature failures.

- 4.4.4 **Inspection.** All Goods supplied shall be subject to inspection and acceptance or rejection by Purchasing or any department official responsible for inspection. Nonconforming or rejected Goods may be subject to reasonable storage fees.
- 4.4.5 **F.O.B.** Goods shall be delivered, to any destination named in a purchase order issued by City against this Agreement. *The cost of delivery must be incorporated into the offered unit costs*.
- 4.4.6 **Failure to Deliver.** If Contractor fails to deliver Goods of the quality, in the manner or within the time called for by this Agreement, such Goods may be bought from any source by Purchasing. If City is required to pay a price that exceeds the price agreed upon by this Agreement, the excess price will be charged to and collected from Contractor (or sureties on its bond, if bond has been required); or, the City may terminate the Agreement for default; or, the City may return deliveries already made and receive a refund.
- 4.4.7 **Safety Data Sheets.** Where required by law or by City, Contractor will include Safety Data Sheets (SDSs) with delivery for applicable items. Failure to include the SDSs for such items will constitute a material breach of contract and may result in refusal to accept delivery.
- 4.4.8 **Awarded Goods.** If during the term of the Agreement, a contract item is determined to be unacceptable for a particular use, and such is documented by a City Department and as determined by Purchasing, it is understood and agreed that the item will be canceled and removed from the Agreement without penalty to the City. The City's sole obligation to the supplier is payment of deliveries made prior to the cancellation date. City shall give the supplier ten days' notice prior to any cancellation. The City will purchase the required replacement item from any source and in the manner as determined by Purchasing. If a contracted item has been discontinued by the manufacturer or is deemed temporarily unavailable, it will be the responsibility of the Contractor to search the marketplace and find an acceptable equal substitute in the time required for delivery and at the Agreement price. Contractor must notify Purchasing in writing, which can include email, certified mail, registered mail, or other trackable mail, of any changes in the description of article, brand, product code or packaging. Any changes made without the approval of City will constitute a Default.
- 4.4.9 **Warranty.** Contractor warrants to City that the manufacturer's warranty and service will be passed on to the City at the time of delivery.

4.5 Reserved.

4.6 **Assignment.** Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an "Assignment") unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City's approval of any such Assignment is subject to the Contractor demonstrating to City's reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor's obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or

entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

- 4.7 Reserved.
- 4.8 **Reserved.**
- 4.9 **Reserved.**
- 4.10 **Emergency Priority 1 Service.** In case of an emergency that affects any part of the San Francisco Bay Area, Contractor will give the City and County of San Francisco Priority 1 service with regard to the Goods procured under this Agreement unless preempted by State and/or Federal laws. Contractor will make every good faith effort in attempting to deliver products using all modes of transportation available. Contractor shall provide a 24-hour emergency telephone number of a company representative who is able to receive and process orders for immediate delivery or will call in the event of an emergency. In addition, the Contractor shall charge fair and competitive prices for Goods ordered during an emergency and not covered under the awarded Agreement.

4.11 Annual Usage Reports by Contractor.

- 4.11.1 Annually no later than February 15 and upon request, Contractor shall prepare and submit to City an electronic report in Microsoft Excel or CSV format identifying the Goods rendered under this Agreement ("Usage Report").
- 4.11.2 The Usage Report must detail all Goods supplied by Contractor as of the Agreement start date through December of the calendar year directly preceding the date of the report.
 - 4.11.3 The Usage Report shall include, at a minimum, the following data:
 - (1) Name of City department issuing the Purchase Order
 - (2) Purchase Order ID
 - (3) Invoice Number and Date
 - (4) Itemized list of all Goods delivered, that includes at a minimum: manufacturer name, manufacturer SKU, detailed product description, manufacturer's list price, contractor's % discount off of manufacturer's list price, unit cost, quantity, unit of measure, and extended cost.

Sample Usage Report (Goods)													
Ordering City Department	Purchase Order ID	Invoice Number	Invoice Date	Delivery Date	Manufacturer	Manufacturer SKU	Product Description	Manufacturer List Price	% Discount off of Manufacturer List Price	Unit Cost	Qty	Unit of Measure	Extended Cost

- 4.11.4 Upon request, Contractor must also furnish a separate Usage Report for Goods delivered to City that are not part of this Agreement.
- 4.11.5 Contractor shall email the Usage Reports to OCAVendor.Reports@sfgov.org.
- 4.11.6 Any report files larger than 10MB must be submitted in electronic format on USB drive and mailed to the address shown below with the term Agreement number and "Annual Supplier Reporting" clearly marked on the envelope/packaging. Contractor shall mail the reports to:

OCA Supplier Reporting
Re: Term Contract No. 75001
City and County of San Francisco
Office of Contract Administration – Purchasing
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685

4.11.7 City reserves the right to terminate this Agreement if information requested from and submitted by Contractor fails to satisfy City and/or Contractor is unable to provide the information and/or documentation within the period requested.

Article 5 Insurance and Indemnity

5.1 **Insurance.**

- 5.1.1 **Required Coverages.** Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:
- (a) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.
- (b) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- (c) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness.
 - (d) Reserved.
 - (e) Reserved.
 - (f) Reserved.
 - (g) Reserved.

5.1.2 Additional Insured Endorsements.

- (a) The Commercial General Liability policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
- (b) The Commercial Automobile Liability Insurance policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
 - (c) Reserved.

5.1.3 Waiver of Subrogation Endorsements.

(a) The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

5.1.4 Primary Insurance Endorsements.

- (a) The Commercial General Liability policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.
- (b) The Commercial Automobile Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.
 - (c) Reserved.

5.1.5 Other Insurance Requirements.

- (a) Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City address set forth in Section 11.1 entitled "Notices to the Parties."
- (b) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.
- (c) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- (d) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

- (e) Before delivering any Goods, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.
- (f) If Contractor will use any subcontractor(s) to deliver Goods, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

5.2 Indemnification.

- 5.2.1 Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all liabilities (legal, contractual, or otherwise), losses, damages, costs, expenses, or claims for injury or damages (collectively, "Claims"), arising from or in any way connected with Contractor's performance of the Agreement, including but not limited to, any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation including, but not limited to, privacy or personal identifiable information, health information, disability, and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such Claims are the result of the active negligence or willful misconduct of City and are not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs, and City's costs of investigating any claims against the City.
- 5.2.2 In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim, which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.
- 5.2.3 Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's delivery of Goods pursuant to this Agreement.
 - 5.2.4 Under no circumstances will City indemnify or hold harmless Contractor.

Article 6 Liability of the Parties

- 6.1 Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR GOODS DELIVERED IN CONNECTION WITH THIS AGREEMENT
- 6.2 **Liability for Use of Equipment.** City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.
- 6.3 **Liability for Incidental and Consequential Damages.** Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

Article 7 Payment of Taxes

- 7.1 **Contractor to Pay All Taxes.** Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Goods delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.
- 7.2 **Possessory Interest Taxes.** Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply.
- 7.2.1 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest.
- 7.2.2 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.
- 7.2.3 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of

itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

- 7.2.4 Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.
- 7.3 **Withholding.** Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

Article 8 Termination and Default

8.1 **Termination for Convenience.**

- 8.1.1 City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination ("Notice of Termination"). The Notice of Termination shall specify the date on which termination of the Agreement shall become effective ("Termination Date").
- 8.1.2 Upon receipt of the Notice of Termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the Termination Date and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions may include any or all of the following, without limitation:
- (a) Halting the performance of all obligations under this Agreement on the Termination Date.
- (b) Terminating all existing orders and subcontracts by the Termination Date, and not placing any further orders or subcontracts for Goods, materials, equipment, or other items.
- (c) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- (d) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
- (e) Completing performance of any obligations that City requires Contractor to complete prior to the Termination Date.

- (f) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement, which is in the possession of Contractor and in which City has or may acquire an interest.
- 8.1.3 Within thirty (30) days after the Termination Date, Contractor shall submit to City an invoice, which shall set forth the cost of all Goods delivered prior to City's Notice of Termination. City's payment obligation pursuant to this Subsection 8.1.3 shall be subject to Section 3.3.2 of this Agreement.
- 8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the Termination Date, except for those costs specifically listed in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Goods delivered by Contractor under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense, which is not reasonable or authorized under Section 8.1.3.
- 8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for the Goods delivered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any Goods delivered by Contractor under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Goods, the difference between the invoiced amount and City's estimate of the reasonable cost of delivering the invoiced Goods in compliance with the requirements of this Agreement.
- 8.1.6 City's payment obligation under this Section shall survive termination of this Agreement.

8.2 Termination for Default; Remedies.

- 8.2.1 Each of the following shall constitute an immediate event of default ("Event of Default") under this Agreement:
- (a) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

3.5	Submitting False Claims	10.10	Alcohol and Drug-Free Workplace
4.6	Assignment	11.10	Compliance with Laws
Article 5	Insurance and Indemnity	Article 13	Data and Security
Article 7	Payment of Taxes		

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion

immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

- (c) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.
- (d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor, or with respect to any substantial part of Contractor's property; (ii) constituting an order for relief or approving a petition for relief, reorganization or arrangement, any other petition in bankruptcy or for liquidation, or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; or (iii) ordering the dissolution, winding-up, or liquidation of Contractor.
- 8.2.2 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City. This Section 8.2.2 shall survive termination of this Agreement.
- 8.2.3 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.
- 8.2.4 Any notice of default must be sent by registered mail to the address set forth in Article 11.
- 8.3 **Non-Waiver of Rights.** The omission by either Party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.
 - 8.4 Rights and Duties upon Termination or Expiration.

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Delivery of Goods	9.2	Works for Hire
3.3.7	Reserved (Grant Funded Contracts)	11.6	Dispute Resolution Procedure
3.4	Audit and Inspection of Records	11.7	Agreement Made in California; Venue
3.5	Submitting False Claims	11.8	Construction
Article 5	Insurance and Indemnity	11.9	Entire Agreement
6.1	Liability of City	11.10	Compliance with Laws
6.3	Liability for Incidental and Consequential Damages	11.11	Severability
Article 7	Payment of Taxes	Article 12	Department Specific Terms
8.1.6	Payment Obligation	Article 13	Data and Security
9.1	Ownership of Results	Appendix D	Reserved (Business Associate Agreement)

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

Article 9 Rights in Deliverables

- 9.1 **Ownership of Results.** Any interest of Contractor or its subcontractors, in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors for the purposes of this Agreement, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.
- 9.2 **Works for Hire.** If, in connection with Services, Contractor or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys,

blueprints, source codes, or any other original works of authorship, whether in digital or any other format, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works shall be the property of the City. If any Deliverables created by Contractor or its subcontractor(s) under this Agreement are ever determined not to be works for hire under U.S. law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

Article 10 Additional Requirements Incorporated by Reference

- 10.1 **Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at http://www.amlegal.com/codes/client/san-francisco ca/.
- 10.2 **Conflict of Interest.** By executing this Agreement, Contractor certifies that it does not know of any fact, which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*); or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.
- 10.3 **Prohibition on Use of Public Funds for Political Activity.** In delivering the Goods, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.
- Labor and Employment Code Article 141, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Article 141. Information about and the text of Article 141 is available on the web at https://sfgov.org/olse/consideration-salary-history. Contractor is required to comply with all of the applicable provisions of Article 141, irrespective of the listing of obligations in this Section.

10.5 Nondiscrimination Requirements

- 10.5.1 **Nondiscrimination in Contracts.** Contractor shall comply with the provisions of San Francisco Labor and Employment Code Articles 131 and 132. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 131.2(a), 131.2(c)-(k), and 132.3 of the San Francisco Labor and Employment Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Articles 131 and 132.
- 10.5.2 Nondiscrimination in the Provision of Employee Benefits. San Francisco Labor and Employment Code Article 131.2 applies to this Agreement. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Labor and Employment Code Article 131.2.
- 10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Contractor shall comply with all applicable provisions of Chapter 14B ("LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.
 - 10.7 Reserved.
 - 10.8 **Reserved.**
- 10.9 **First Source Hiring Program.** Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement; and Contractor is subject to the enforcement and penalty provisions in Chapter 83.
- 10.10 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.
- 10.11 **Limitations on Contributions.** By executing this Agreement, Contractor acknowledges its obligations under Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the

later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any subcontractor listed in the bid, proposal or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

- 10.12 Reserved.
- 10.13 Reserved.
- 10.14 Consideration of Criminal History in Hiring and Employment Decisions.

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Article 142, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Labor and Employment Code ("Article 142"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Article 142 are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of Article 142 is available on the web at http://sfgov.org/olse/fco. Contractor is required to comply with all of the applicable provisions of Article 142, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Article 142.

10.14.2 The requirements of Article 142 shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Article 142 shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

- 10.15 Reserved.
- 10.16 **Food Service Waste Reduction Requirements.** Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.
 - 10.17 Reserved.
- 10.18 **Tropical Hardwood and Virgin Redwood Ban.** Pursuant to San Francisco Environment Code Section 804(b), the City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.
 - 10.18.1 Reserved.
 - 10.19 Reserved.

- 10.20 Reserved.
- 10.21 Environment Code Chapter 5, Resource Conservation Ordinance.

10.21.1 **Reserved.**

10.21.2 Reserved.

- 10.22 Reserved.
- 10.23 **Use of City Opinion.** Contractor shall not quote, paraphrase, or otherwise refer to or use any opinion of City, its officers or agents, regarding Contractor or Contractor's performance under this Agreement without prior written permission of Purchasing.

Article 11 General Provisions

11.1 **Notices to the Parties.** Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City:	Director of Purchasing							
	City and County of San Francisco							
	Office of Contract Administration							
	Purchasing Division							
	City Hall, Room 430							
	1 Dr. Carlton B. Goodlett Place							
	San Francisco, CA 94102-4685							
	Email: OCA@sfgov.org							
	Phone: (415) 554-6743							
	Fax: (415) 554-6717							
То	Jake Perez							
Contractor:	Vice President							
	Underground Republic Water Works, Inc.							
	1175 Campbell Ave.							
	San Jose, CA 95126							
	Email: jake@urwaterworks.com							
	Phone: (408) 714-0047 ext. 102							

Any notice of default must be sent by registered mail or other trackable overnight mail. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

- 11.2 **Compliance with Americans with Disabilities Act.** Contractor shall provide the Goods in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.
- 11.3 **Incorporation of Recitals.** The matters recited above are hereby incorporated into and made part of this Agreement.
- 11.4 **Sunshine Ordinance.** Contractor acknowledges that this Agreement and all records related to its formation, Contractor's delivery of the Goods, and City's payment are

subject to the California Public Records Act, (California Government Code § 6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5 **Modification of this Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement.

11.6 **Dispute Resolution Procedure.**

- 11.6.1 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the delivery of the Goods under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.36, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the Parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this section.
- 11.6.2 **Government Code Claim Requirement.** No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.6.3 Reserved.

- 11.7 **Agreement Made in California; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.
- 11.8 **Construction.** All paragraph captions are for reference only and shall not be considered in construing this Agreement.
- 11.9 **Entire Agreement.** This contract including the Appendices, sets forth the entire Agreement between the Parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."
- 11.10 **Compliance with Laws.** Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and

federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

- 11.11 **Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.
- 11.12 **Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.
- Appendices, sets forth the Parties' complete agreement. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms in this Agreement shall take precedence, followed by the procurement issued by the department (if any), Contractor's proposal, and Contractor's printed terms, respectively. Any hyperlinked terms included in Contractor's terms shall have no legal effect.
- 11.14 **Notification of Legal Requests.** Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to all data received from, or collected on behalf of City in the performance of this Agreement ("City Data" or "Data"), or which in any way might reasonably require access to City's Data, and in no event later than twenty-four (24) hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.
- 11.15 **Cooperative Agreement.** Contractor agrees that during the term of this Agreement and any authorized extension, the Director of Purchasing may allow other public agencies or non-profits made up of multiple public agencies to utilize this Agreement to obtain some or all of the Goods to be provided by Contractor under the same terms and conditions as the City.

Article 12 Department Specific Terms

12.1 **Third Party Beneficiaries.** No third parties are intended by the Parties hereto to be third party beneficiaries under this Agreement, and no action to enforce the terms of this Agreement may be brought against either Party by any person who is not a party hereto.

12.2 Exclusion Lists and Employee Verification.

12.2.1 Contractor acknowledges that some or all of the Commodities that Contractor furnishes to City under this Agreement may be included, directly or indirectly, in whole or in part, in claims submitted by City to Federal or State health care programs. By executing this Agreement Contractor certifies that it is not currently, and shall not during the term of this Agreement become, excluded, directed to be excluded, suspended, ineligible or otherwise sanctioned from participation in any Federal or State assistance programs. Contractor shall notify City, as provided in Section 11.1 ("Notices to the Parties"), within thirty (30) days of any such exclusion, suspension, ineligibility, or other sanction. This is a material term of this Agreement. Contractor agrees to indemnify and hold harmless City and City's officers, directors, employees, agents, successors and permitted assigns from and against any and all (including but not limited to Federal, State, or third party) civil monetary penalties, assessments, repayment obligations, losses, damages, settlement agreements and expenses (including reasonable attorneys' fees) arising from the exclusion, suspension, ineligibility, or other sanction of Contractor and/or Contractor's workforce (including those who oversee Contractor's workforce, supervisors and governing body members) from participation in any Federal or State assistance program.

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary, or Confidential Information.

- 13.1.1 **Protection of Private Information.** If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in delivery of the Goods under this Agreement. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.
- 13.1.2 City Data; Confidential Information. In the delivery of the Goods pursuant to this Agreement, Contractor may have access to, or collect on City's behalf, City Data, which may include proprietary or Confidential Information that if disclosed to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City's behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

13.2 Reserved.

13.3 Business Associate Agreement.

The Parties acknowledge that CITY is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is required to comply with the HIPAA Privacy Rule governing the access, use, disclosure, transmission, and storage of protected health information (PHI) and the Security Rule under the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act").

The Parties acknowledge that CONTRACTOR will:

1. Do at least one or more of the following:

A. Create, receive, maintain, or transmit PHI for or on behalf of City
(including storage of PHI, digital or hard copy, even if Contractor does not view the PHI or only does so on a random or infrequent basis); or

B. Receive PHI, or access to PHI, from City or another Business Associate of City, as part of providing a Goods to or for City including legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial; or

C. Transmit PHI data for City and require access on a regular basis to such PHI. (Such as health information exchanges (HIEs), e-prescribing gateways, or electronic health record vendors)

For purposes of this Agreement, Contractor is a Business Associate of CITY, as defined under HIPAA. Contractor must comply with and complete the Business Associate Agreement and attestations attached to this Agreement.

2. \times NOT do any of the activities listed above in subsection 1;

Contractor is not a Business Associate of CITY. A Business Associate Agreement and Attestations are not required for the purposes of this Agreement.

13.4 **Protected Health Information.** Where applicable, Contractor, all subcontractors, all agents and employees of Contractor and any subcontractor shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information, if any, disclosed to Contractor by City in the performance of this Agreement. Contractor agrees that any failure of Contractor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Agreement. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected health information given to Contractor or its subcontractors or agents by City, Contractor shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Agreement.

13.5 Management of City Data

13.5.1 **Use of City Data.** Contractor agrees to hold City Data received from, or created or collected on behalf of the City in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using or sharing, or storage of City Data outside the continental United States is prohibited, absent prior written authorization by the City. Access to City Data must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-

know basis only. Contractor is provided a limited non-exclusive license to use the City Data solely for performing its obligations under this Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data, by implication, estoppel or otherwise, under copyright or other intellectual property rights to any third-party. Unauthorized use of City Data by Contractor, subcontractors, or other third parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

- 13.6 **Disposition of City Data.** Upon request of City or termination or expiration of this Agreement, and pursuant to any document retention period required by this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or created or collected by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that City Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractors' environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.
- 13.7 **Ownership of City Data.** The Parties agree that as between them, all rights, including all intellectual property rights, in and to the City Data and any derivative works of the City Data is the exclusive property of the City.

Article 14 MacBride And Signature

14.1 MacBride Principles – Northern Ireland.

The provisions of San Francisco Administrative Code Chapter 12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day first mentioned above.

CITY	CONTRACTOR
Recommended by:	Underground Republic Water Works, Inc.
Florence Kyaun	Jake Perez
Procurement Manager	Vice President
Office of Contract Administration	1175 Campbell Ave.
	San Jose, CA 95126
	City Supplier Number: 0000047915
Approved as to Form:	
David Chiu	
City Attorney	
By:	
Gustin R. Guibert	
Deputy City Attorney	
. 1	
Approved:	
Sailaja Kurella	
Director of the Office of Contract Administration,	
and Purchaser	

A:	Performance Metrics
B:	Calculation of Charges
C:	Regulatory and Compliance Requirements
D:	Reserved (BAA)
E:	Reserved (Sweatfree Ordinance Forms P-12U-C and 12U-I)

Appendix A

Performance Metrics

- A. **Performance.** Contractor shall guarantee that it and its staff perform under this contract to the highest level of service. Failure to perform according to this contract will result in a negative performance assessment and the application of a monetary credit in favor of the City each time a negative performance threshold is exceeded, as set forth in Section C below. These negative performance assessments will result from feedback and observations provided by City employees in writing.
- B. **Notice.** The City shall notify Contractor in writing when a threshold has been exceeded and when the credit will be applied. Documentation will consist of a brief description of the performance failure incident, the date, and the approximate time of occurrence.
- C. **Performance Thresholds and Credits to the City.** The below performance thresholds will be enforced by the City. The City shall deduct an amount equal to the credit to the City when threshold exceeded from any payment due or to become due to the Contractor under this Agreement or any other agreement between the Parties. Credit will be applied no earlier than fourteen (14) days after notice is sent to Contractor.
- D. **Non-Material breach.** The remedies of this Appendix A are intended to remedy minor or non-material breaches of the Performance Metrics of this Agreement. This process is independent of the Termination and Default provisions of Article 8, though if failure to perform obligations increases to a level of severity resulting in default or material breach, remedial actions authorized by Article 8 may occur. Credits allocated under this Appendix shall be applied regardless of whether the City provided a notice of default under Article 8 Termination and Default of the Agreement.

Aggregate 1 Lines 7, 8, 9, 11, 13, 16, 18, 26, 29							
			Credit to the City Upon				
		Allowable	Contractor				
		Negative	Exceeding Allowable				
		Performance	Negative Performance				
		Threshold	Threshold				
Performance		during	(Credit is due until				
Type	Performance Failure	Agreement	performance failure				
V 1		Term	has been cured)				
Reporting	Contractor fails to provide	2	\$10/each late day				
	within 10 days an electronic						

	report of all Goods sold to the City upon the City's request.		
Invoicing	Contractor fails to accurately bill the City for goods delivered.	3	20% of the corrected invoice value or \$100, whichever is less
Customer Service	Contractor fails to reply to the City's request for quotes or other information within 3 business days.	5	\$10/each late day
Performance	Contractor fails to deliver goods within seven (7) business days of receiving order from the City, unless otherwise agreed to in writing by the parties, unless Contractor submits written proof that such failure is not due to Contractor's conduct.	5	\$10/each late day
Performance	Contractor delivers defective goods and fails to cure within 3 business days, unless Contractor submits written proof that such failure is not due to Contractor's conduct.	5	20% of the cost to the City to replace the order or \$100, whichever is less
Performance	Contractor delivers <i>incorrect</i> goods and fails to cure within 3 business days, unless Contractor submits written proof that such failure is not due to Contractor's conduct.	5	20% of the cost to the City to replace the order or \$100, whichever is less

Aggregate 2											
Performance Type	Performance Failure	Allowable Negative Performance Threshold during Agreement Term	Credit to the City Upon Contractor Exceeding Allowable Negative Performance Threshold (Credit is due until performance failure has been cured)								
Reporting	Contractor fails to provide within 30 days an electronic report of all Goods sold to the City upon the City's request.	2	\$10/each late day								
Invoicing	Contractor fails to accurately bill the City for goods delivered.	3	20% of the corrected invoice value or \$100, whichever is less								
Customer Service	Contractor fails to reply to the City's request for quotes or other information within 3 business days.	5	\$10/each late day								
Performance	Contractor fails to deliver goods within three (3) business days of receiving order from the City, unless otherwise agreed to in writing by the parties, unless Contractor submits written proof that such failure is not due to Contractor's conduct.	5	\$10/each late day								
Performance	Contractor delivers <i>defective</i> goods and fails to cure within 3 business days, unless Contractor submits written proof that such failure is not due to Contractor's conduct.	5	20% of the cost to the City to replace the order or \$100, whichever is less								
Performance	Contractor delivers <i>incorrect</i> goods and fails to cure within 3 business days, unless Contractor submits written proof that such failure is not due to Contractor's conduct.	5	20% of the cost to the City to replace the order or \$100, whichever is less								

Appendix B

Calculation of Charges

1. Price.

Aggregate 1

Contractor's price is based on Contractor's Discount Percentage Off of Manufacturer's List Price as set forth in Exhibit 1 to this Appendix B. The manufacturer's list price, also known as the manufacturer's suggested retail price (MSRP), is the recommended selling price for a product set by the manufacturer.

Aggregate 2

Only prices that appear in Exhibit 2 to this Appendix B will be considered. No other pages with prices or attached price lists and/or catalog prices will be considered. Prices shall be exclusive of any Federal, State, and local sales or use tax. In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

2. Price Adjustment.

Aggregate 1

Contractor's Discount Percentage Off of Manufacturer's List Price are to be firm for the term of the Agreement, from start date through the end of the term, including extensions.

Aggregate 2

A. When to request a Price Adjustment:

- 1. Requests for price adjustments must be made in writing to City.
- 2. Contractor may request price adjustments no sooner than twelve (12) months from the Bid Due Date of August 26, 2024.
- 3. Only (1) one price adjustment shall be approved in any twelve (12) month period.
- 4. If approved, price adjustments will be implemented with an amendment to this Agreement and shall be effective upon execution of the amendment.

B. How Price Adjustments will be Calculated:

Requests for price adjustments under this Agreement must be supported by the U.S. Department of Labor's most recently published, <u>non-preliminary</u> Producer Price Index (PPI) available at the time of Contractor's price adjustment request. The requested rate change shall be calculated from the last requested price adjustment or, if no price adjustment has previously been requested, from the Bid Due Date.

Commodity Series ID: PCU332913332913

Series Title: PPI Industry Data for Plumbing Fixture Fitting and Trim

Mfg, not Seasonally Adjusted.

Industry: Plumbing fixture fitting and trim mfg
Product: Plumbing fixture fitting and trim mfg

Base Date: 198306

Website: www.bls.gov/data/

3. Additional Manufacturers.

During the Contract term, the City may add additional manufacturers to the awarded contracts by requesting and negotiating pricing for those additional manufacturers from each Contractor awarded a contract under Sourcing Event 0000009352.

Exhibit 1 Aggregate 1 Price List

Aggregate 1 – MFRs Awarded by Line

In the event a specific item is not identified under Aggregate 2, Contractor may sell those items based on the discount percentage off of manufacturer's list price in accordance with the pricing set forth below.

Line	Manufacturer	Discount Percentage Off of Manufacturer's List Price
7	Clow	20%
8	EBAA	50%
9	Febco	48%
11	Hymax	45%
13	James Jones Company	30%
16	Midland Metal / Midland Industries	60%
18	Mueller	30%
26	Tyler	52%
29	Watts	48%

Exhibit 2 Aggregate 2 Price List

Aggregate 2 – Specific Products List

In the event a specific item is not identified under Aggregate 2, Contractor may sell those items based on the

Line	Plumbing Category	CCSF Maximo Item # (For City Reference Only)	Description & Size	Manufacturer	Model/SKU	UOM	Unit Price
1	Brass	047-30-0030	ADAPTER, BRASS, 3" MNPTX2-1/2" MNST	DIXON	3TMNDMH3025F	EA	\$82.68
2	Brass	047-30-0040	ADAPTER, WATER METER, BRASS, 5/8 IN X 3/4 IN	AY MCDONALD	710J23	EA	\$10.99
3	Brass	047-30-0042	ADAPTER, WATER METER, BRASS, 5/8" X 3/4" TO 1"	AY MCDONALD	710J24	EA	\$13.21
4	Brass	047-30-0043	ADAPTER, WATER METER, BRASS, 3/4 IN X 1 IN	AY MCDONALD	710J33	EA	\$10.14
5	Brass	047-30-0160	ADAPTER, BRASS, PIPE TO TUBE, FEMALE 3/4 IN	MUELLER	H-15450N	EA	\$13.79
6	Brass	047-30-0161	ADAPTER, 1" PLASTIC PIPE TO 1" CTS	MUELLER	H-15073N	EA	\$36.26
7	Brass	047-30-0163	ADAPTER, PIPE, TUBE TO I.P.S., 1"	MUELLER	H-15450N-17	EA	\$14.87
8	Brass	047-30-4265	BUSHING, PIPE, BRASS, 3/4" X 1/2"	MATCO-NORCA	B-BU0403LF	EA	\$2.39
9	Brass	047-30-4270	BUSHING, PIPE, BRASS, 1" X 3/4"	MATCO-NORCA	B-BU0504LF	EA	\$3.61
10	Brass	047-30-4275	BUSHING, PIPE, BRASS, 1-1/4" X 1"	MATCO-NORCA	B-BU0605LF	EA	\$6.16

In the event a specific item is not identified under Aggregate 2, Contractor may sell those items based on the

Line	Plumbing Category	CCSF Maximo Item # (For City Reference Only)	Description & Size	Manufacturer	Model/SKU	UOM	Unit Price
11	Brass	047-30-4276	BUSHING, PIPE, BRASS, 1-1/2" X 1"	MATCO-NORCA	B-BU0705LF	EA	\$7.87
12	Brass	047-30-4282	BUSHING, PIPE, BRASS, 2" X 3/4"	MATCO-NORCA	B-BU0804LF	EA	\$14.06
13	Brass	047-30-4283	BUSHING, PIPE, BRASS, 2" X 1"	MATCO-NORCA	B-BU0805LF	EA	\$14.06
14	Brass	047-30-4284	BUSHING, PIPE, BRASS, 2" X 1- 1/4"	MATCO-NORCA	B-BU0806LF	EA	\$31.98
15	Brass	047-30-4285	BUSHING, PIPE, BRASS, 2" X 1- 1/2"	MATCO-NORCA	B-BU0807LF	EA	\$11.65
16	Brass	047-30-8874	COUPLING, 1", PIPE, BRASS LF	MATCO-NORCA	B-CP05LF	EA	\$5.49
17	Brass	047-30-8889	COUPLING, PIPE, BRONZE, METER, 3/4" SHORT	MUELLER	H-10890N-99018	EA	\$20.42
18	Brass	047-30-8890	COUPLING, PIPE, BRONZE, METER, 3/4" X 1/2"	MUELLER	H-10890N-99017	EA	\$22.38
19	Brass	047-30-8899	COUPLING, PIPE, BRONZE, METER, STD 3/4"	MUELLER	H-10890N	EA	\$9.50
20	Brass	047-30-8901	COUPLING, PIPE, BRONZE, METER, STD 1"	MUELLER	H-10890N	EA	\$14.61
21	Brass	047-30-8902	COUPLING, PIPE, METER, 1" X 1-1/2"	MUELLER	710J44	EA	\$15.65
22	Brass	047-30-8905	COUPLING, STRAIGHT, 1" F COP FLARE THREAD X 1" F.I.P.	MUELLER	H-15082N	EA	\$34.04

In the event a specific item is not identified under Aggregate 2, Contractor may sell those items based on the

discount percentage off of manufacturer's list price set forth under Aggregate 1.

Line	Plumbing Category	CCSF Maximo Item # (For City Reference Only)	Description & Size	Manufacturer	Model/SKU	UOM	Unit Price
23	Brass	047-30-8906	COUPLING, STRAIGHT, 1" COP TUBE COMP X 1" F COP FLARE THREAD	MUELLER	H-15071N	EA	\$26.17
24	Brass	047-30-8907	COUPLING, STRAIGHT, 1" COP TUBE COMP X 1" F.I.P.	MUELLER	H-15451N	EA	\$23.97
25	Brass	047-30-9087	COUPLING, PIPE, 2" IPS, LF BRASS, 125#	MATCO-NORCA	B-CP08LF	EA	\$19.19
26	Brass	047-31-1917	ELBOW, PIPE, BRASS, 90 DEG, 2"	MATCO-NORCA	B-L9008LF	EA	\$22.26
27	Brass	047-31-1920	ELBOW, PIPE, BRASS, STREET, 2" 90 DEGREE	MATCO-NORCA	B-ST9008LF	EA	\$32.53
28	Brass	047-31-2051	ELBOW, PIPE, BRONZE, 90 DEG, 1"	MATCO-NORCA	B-L-9005LF	EA	\$6.89
29	Brass	047-31-2070	ELBOW, PIPE, BRONZE, STREET, 90 DEG, 3/4"	MATCO-NORCA	B-ST9004LF	EA	\$5.82
30	Brass	047-31-2071	ELBOW, PIPE, BRONZE, STREET, 90 DEG, 1"	MATCO-NORCA	B-ST9005LF	EA	\$9.62
31	Brass	047-31-5440	ELBOW, PIPE TO TUBE,STREET,B RONZE,MALE,SI ZE 3/4", 90 DEG.	MUELLER	H-15531N	EA	\$16.63
32	Brass	047-31-8228	FLANGE,PIPE,B RONZE,PLAIN TAPPED,1 1/2IN.NO.6	MUELLER	E129	EA	\$45.96

In the event a specific item is not identified under Aggregate 2, Contractor may sell those items based on the

Line	Plumbing Category	CCSF Maximo Item # (For City Reference Only)	Description & Size	Manufacturer	Model/SKU	UOM	Unit Price
33	Brass	047-31-8230	FLANGE,PIPE,B RONZE,MALE THREAD,1-1/2" NO. 6M	MUELLER	E129M	EA	\$49.65
34	Brass	047-31-8232	FLANGE,PIPE,B RONZE,PLAIN TAPPED, 2IN NO.7	MUELLER	E129	EA	\$60.01
35	Brass	047-31-8234	FLANGE,PIPE,B RONZE,MALE THREAD,2IN NO.7M	MUELLER	E129M	EA	\$60.31
36	Brass	047-31-8240	FLANGE, COMPANION SCREWED, BRONZE, 2", 150#	MERIT	235-32	EA	\$296.62
37	Brass	047-32-3923	NIPPLE, PIPE, BRASS, 1/2"X CLOSE	MATCO-NORCA	NBR03CL	EA	\$1.61
38	Brass	047-32-3925	NIPPLE, PIPE, BRASS, 1/2" X 1- 1/2"	MATCO-NORCA	NBR03112	EA	\$1.86
39	Brass	047-32-3927	NIPPLE, PIPE, BRASS, 1/2" X 2- 1/2"	MATCO-NORCA	NBR03212	EA	\$2.60
40	Brass	047-32-3928	NIPPLE, PIPE, BRASS, 1/2" X 3"	MATCO-NORCA	NBR033	EA	\$3.05
41	Brass	047-32-3929	NIPPLE, PIPE, BRASS, 1/2" X 3- 1/2"	MATCO-NORCA	NBR03312	EA	\$3.49
42	Brass	047-32-3930	NIPPLE, PIPE, BRASS, 1/2" X 4"	MATCO-NORCA	NBR034	EA	\$3.99
43	Brass	047-32-3931	NIPPLE, PIPE, BRASS, 1/2" X 4- 1/2"	MATCO-NORCA	NBR03412	EA	\$4.33
44	Brass	047-32-3932	NIPPLE, PIPE, BRASS, 1/2" X 5", LONG	MATCO-NORCA	NBR035	EA	\$4.78

In the event a specific item is not identified under Aggregate 2, Contractor may sell those items based on the discount percentage off of manufacturer's list price set forth under Aggregate 1.

disco	discount percentage off of manufacturer's list price set forth under Aggregate 1.								
Line	Plumbing Category	CCSF Maximo Item # (For City Reference Only)	Description & Size	Manufacturer	Model/SKU	UOM	Unit Price		
45	Brass	047-32-3944	NIPPLE, PIPE, BRASS, 3/4" X 2- 1/2"	MATCO-NORCA	NBR04212	EA	\$3.87		
46	Brass	047-32-3951	NIPPLE, PIPE, BRASS, 3/4" X 6"	MATCO-NORCA	NBR046	EA	\$7.44		
47	Brass	047-32-3961	NIPPLE, PIPE, BRASS, 1" X CLOSE	MATCO-NORCA	NBR05CL	EA	\$3.42		
48	Brass	047-32-3964	NIPPLE, PIPE, BRASS, 1" X 2- 1/2"	MATCO-NORCA	NBR05212	EA	\$4.92		
49	Brass	047-32-3965	NIPPLE, PIPE, BRASS, 1" X 3"	MATCO-NORCA	NBR053	EA	\$5.67		
50	Brass	047-32-3968	NIPPLE, PIPE, BRASS, 1" X 4- 1/2"	MATCO-NORCA	NBR05412	EA	\$8.23		
51	Brass	047-32-3970	NIPPLE, PIPE, BRASS, 1" X 5- 1/2"	MATCO-NORCA	NBR05512	EA	\$9.97		
52	Brass	047-32-3971	NIPPLE, PIPE, BRASS, 1" X 6"	MATCO-NORCA	NBR056	EA	\$10.87		
53	Brass	047-32-3994	NIPPLE, PIPE, BRASS, 1-1/2" X 2-1/2"	MATCO-NORCA	NBR07212	EA	\$8.65		
54	Brass	047-32-3996	NIPPLE, PIPE, BRASS, 1-1/2" X 3-1/2"	MATCO-NORCA	NBR07312	EA	\$11.41		
55	Brass	047-32-3997	NIPPLE, PIPE, BRASS, 1-1/2" X 4"	MATCO-NORCA	NBR074	EA	\$12.94		
56	Brass	047-32-3998	NIPPLE, PIPE, BRASS, 1-1/2" X 4-1/2"	MATCO-NORCA	NBR07412	EA	\$14.54		
57	Brass	047-32-3999	NIPPLE, PIPE, BRASS, 1-1/2" X 6"	MATCO-NORCA	NBR076	EA	\$19.12		
58	Brass	047-32-4000	NIPPLE, PIPE, BRASS, 1-1/2" X 5"	MATCO-NORCA	NBR075	EA	\$16.09		

In the event a specific item is not identified under Aggregate 2, Contractor may sell those items based on the

Line	Plumbing Category	CCSF Maximo Item # (For City Reference Only)	Description & Size	Manufacturer	Model/SKU	UOM	Unit Price
59	Brass	047-32-4013	NIPPLE, PIPE, BRASS, 2" X 3"	MATCO-NORCA	NBR083	EA	\$12.73
60	Brass	047-32-4014	NIPPLE, PIPE, BRASS, 2" X 3- 1/2"	MATCO-NORCA	NBR08312	EA	\$14.65
61	Brass	047-32-4015	NIPPLE, PIPE, BRASS, 2" X 4"	MATCO-NORCA	NBR084	EA	\$16.65
62	Brass	047-32-4016	NIPPLE, PIPE, BRASS, 2" X 4- 1/2"	MATCO-NORCA	NBR08412	EA	\$18.56
63	Brass	047-32-4017	NIPPLE, PIPE, BRASS, 2" X 5"	MATCO-NORCA	NBR085	EA	\$20.59
64	Brass	047-32-4018	NIPPLE, PIPE, BRASS, 2" X 5- 1/2"	MATCO-NORCA	NBR08512	EA	\$22.58
65	Brass	047-32-4019	NIPPLE, PIPE, BRASS, 2" X 6"	MATCO-NORCA	NBR086	EA	\$24.58
66	Brass	047-32-4022	NIPPLE, HEX, DOUBLEMALE, BRASS, 2" MNPT X 2 1/2" MNST	DIXON	DMH2025F	EA	\$52.56
67	Brass	047-32-4043	NIPPLE, BRASS, 3" X 3" THREAD	MATCO-NORCA	NBR103	EA	\$38.10
68	Brass	047-32-9830	NUT, COPPER FLARE, 1"	MUELLER	H-15430N	EA	\$8.54
69	Brass	047-33-2618	PLUG, 2" BRASS, SQ. HD	MATCO-NORCA	B-PL08LF	EA	\$10.31
70	Brass	047-33-4517	REDUCER, PIPE, BRASS, 2" X 1"	MATCO-NORCA	B-RC0805LF	EA	\$24.66
71	Brass	047-34-0501	SADDLE, BRONZE, DOUBLE STRAP, 4" X 1"	MUELLER	0401IPBR2B	EA	\$97.31
72	Brass	047-34-0502	SADDLE, BRONZE, DOUBLE STRAP, 4" X 2"	MUELLER	0402IPBR2B	EA	\$123.53

In the event a specific item is not identified under Aggregate 2, Contractor may sell those items based on the

Line	Plumbing Category	CCSF Maximo Item # (For City Reference Only)	Description & Size	Manufacturer	Model/SKU	UOM	Unit Price
73	Brass	047-34-0503	SADDLE, 6" X 1" BRONZE, DOUBLE STRAP	MUELLER	0601IPBR2B	EA	\$112.87
74	Brass	047-34-0504	SADDLE, 6" X 2" BRONZE, DOUBLE STRAP	MUELLER	0602IPBR2B	EA	\$141.88
75	Brass	047-34-0505	SADDLE, 8" X 1", BRONZE, DOUBLE STRAP	MUELLER	0801IPBR2B	EA	\$139.75
76	Brass	047-34-0506	SADDLE, 8" X 2", BRONZE, DOUBLE STRAP	MUELLER	0802IPBR2B	EA	\$160.33
77	Brass	047-34-0507	SADDLE, BRONZE, DOUBLE STRAP, 12" X 1"	MUELLER	1201IPBR2B	EA	\$205.67
78	Brass	047-34-0508	SADDLE, BRONZE, DOUBLE STRAP, 12" X 2"	MUELLER	1202IPBR2B	EA	\$236.16
79	Brass	047-34-0509	SADDLE, BRONZE, DOUBLE STRAP, 16" X 1"	MUELLER	1601IPBR2B	EA	\$352.77
80	Brass	047-34-0510	SADDLE, BRONZE, DOUBLE STRAP, 16" X 2"	MUELLER	1602IPBR2B	EA	\$352.77
81	Brass	047-34-6178	TEE, PIPE, BRONZE, REDUCING, 3/4" X 1"	MATCO-NORCA	B-RT040405LF	EA	\$19.43
82	Brass	047-35-2511	UNION,TUBE,BR ONZE,3 PCS.,FLARED TYPE.SIZE 1IN,CHASE #301	MUELLER	H-15400N	EA	\$30.75

In the event a specific item is not identified under Aggregate 2, Contractor may sell those items based on the

Line	Plumbing Category	CCSF Maximo Item # (For City Reference Only)	Description & Size	Manufacturer	Model/SKU	UOM	Unit Price
83	Brass	047-35-2513	UNION STRAIGHT BRONZE, FOR P.E PIPE, 1" I.P.S.	MUELLER	H-15408N	EA	\$49.42
84	Brass	047-35-2514	UNION, TUBE, 3 PIECES, 3/4" COPPER TUBE	MUELLER	H-15403N	EA	\$19.08
85	Brass	047-35-2515	UNION,TUBE,3 PCS., 1" COP TUBE COMP, BOTH ENDS	MUELLER	H-15403N	EA	\$20.82
86	Brass	047-35-2517	UNION, TUBE, 3 PCS, 2" COP TUBE COMP BOTH ENDS	MUELLER	H-15403N	EA	\$99.15
87	Brass	048-20-4275	COCK, PLUG, ANGLE, METER STOP, LW, BALL VALVE, 2"	MUELLER	B-24286N	EA	\$252.51
88	Brass	048-20-4280	COCK, PLUG, ANGLE, 3/4"	MUELLER	B-24255N	EA	\$77.90
89	Brass	048-20-4288	COCK, BALL, ANGLE STOP, FLARE X METER SWIVEL, W/O NUT, 1"	MUELLER	B-24255N	EA	\$111.69
90	Brass	048-20-4303	COCK, PLUG, CORP, SCREW TAP EA END, BRONZE, 1-1/2"	MUELLER	B2969N-10	EA	\$139.22
91	Brass	048-20-4304	COCK, PLUG, CORP, SCREW TAP EA END, BRONZE, 2"	MUELLER	B2969N-10	EA	\$234.79
92	Brass	048-20-4312	CORPORATION STOP, BALL VALVE 1"	MUELLER	B20013N-10	EA	\$67.34
93	Brass	048-20-4318	BALL VALVE, FIP X FIP, 1"	MATCO-NORCA	759T05LF	EA	\$20.12

In the event a specific item is not identified under Aggregate 2, Contractor may sell those items based on the

discount percentage off of manufacturer's list price set forth under Aggregate 1.

Line	Plumbing Category	CCSF Maximo Item # (For City Reference Only)	Description & Size	Manufacturer	Model/SKU	UOM	Unit Price
94	Brass	048-20-4326	COCK, BALL, ANGLE STOP, COP TUBE, COMP X METER SWIVEL, 1"	MUELLER	B-24258N	EA	\$121.17
95	Brass	048-20-4800	COCK, PLUG, LOCK STOP, BRONZE, 3/4"	MUELLER	B-20200N	EA	\$56.81
96	Brass	048-20-4801	COCK, PLUG, LOCK STOP, BRONZE, 1"	MUELLER	B-20200N	EA	\$87.05
97	Brass	048-20-4804	COCK, PLUG, LOCK STOP, BRONZE, 2"	MUELLER	B-20200N	EA	\$256.46
98	Brass	048-22-1900	VALVE, CHECK, SWING, BRONZE DISK, LOW PRESS., #104, 3/4 IN	MATCO-NORCA	521T04LF	EA	\$12.29
99	Brass	048-22-1902	VALVE, CHECK, SWING, BRONZE, 1 1/4"	MATCO-NORCA	521T06LF	EA	\$27.92
100	Brass	048-22-1903	VALVE, CHECK, SWING, BRONZE DISK, LOW PRESS., #104, 1-1/2 IN	MATCO-NORCA	521T07LF	EA	\$35.37
101	Brass	048-22-1904	VALVE, CHECK, SWING, 2", BRONZE DISK, LOW PRESS., #104	MATCO-NORCA	521T08LF	EA	\$56.01
102	Brass	048-22-1906	VALVE, CHECK, SWING, BRONZE, 3"	MATCO-NORCA	521T10LF	EA	\$172.86
103	Cast Iron	047-31-8185	FLANGE, PIPE, BLIND, C.I., 6"	TYLER	6BF	EA	\$80.04
104	Cast Iron	047-31-8187	FLANGE, PIPE, BLIND, C.I., 8"	TYLER	8BF	EA	\$133.87

In the event a specific item is not identified under Aggregate 2, Contractor may sell those items based on the

Line	Plumbing Category	CCSF Maximo Item # (For City Reference Only)	Description & Size	Manufacturer	Model/SKU	UOM	Unit Price
105	Cast Iron	047-31-8350	FLANGE,PIPE,C. I.,REDUCING,4" X2",125 LB	TYLER	42TF	EA	\$33.88
106	Cast Iron	047-34-0201	SADDLE, PIPE, MALL IRON FOR CAST IRON PIPE, 2 IN X 1 IN	JCM	402-0238X08IP	EA	\$25.02
107	Cast Iron	047-34-0202	SADDLE,PIPE,M ALL IRON FOR CAST IRON PIPE, 3" X 1"	JCM	402-0350X08IP	EA	\$29.35
108	Cast Iron	047-34-0204	SADDLE,PIPE,M ALL IRON FOR CAST IRON PIPE,4X1 IN.	JCM	402-0480X08IP	EA	\$35.53
109	Cast Iron	047-34-0207	SADDLE,PIPE,M ALL IRON FOR CAST IRON PIPE,4 X 2IN	JCM	402-0480X14IP	EA	\$45.42
110	Cast Iron	047-34-0212	SADDLE,PIPE,M ALL IRON FOR CAST IRON PIPE,6 X 1IN	JCM	402-0690X08IP	EA	\$42.29
111	Cast Iron	047-34-0214	SADDLE,PIPE,M ALL IRON FOR CAST IRON PIPE,6 X 2IN	JCM	402-0690X14IP	EA	\$52.89
112	Cast Iron	047-34-0220	SADDLE,PIPE,M ALL IRON FOR CAST IRON PIPE,8 X 1IN	JCM	402-0905X08IP	EA	\$46.52
113	Cast Iron	047-34-0221	SADDLE,PIPE,M ALL IRON FOR CAST IRON PIPE,8 X 2IN	JCM	402-0905X14IP	EA	\$58.41
114	Cast Iron	047-34-0229	SADDLE, PIPE, MALL IRON FOR CAST IRON PIPE, 12" X 1"	JCM	402-1350X08IP	EA	\$72.25

In the event a specific item is not identified under Aggregate 2, Contractor may sell those items based on the

Line	Plumbing Category	CCSF Maximo Item # (For City Reference Only)	Description & Size	Manufacturer	Model/SKU	UOM	Unit Price
115	Cast Iron	047-34-0230	SADDLE, PIPE, MALL IRON FOR CAST IRON PIPE, 12" X 2"	JCM	402-1350X14IP	EA	\$92.15
116	Cast Iron	047-34-0240	SADDLE, PIPE, MALL IRON FOR CAST IRON PIPE, 16" X 2"	JCM	402-1740X14P	EA	\$140.21
117	Cast Iron	056-25-4500	KEY, WATER METER BOX, C.I. COVER, FORD	FORD	FORDCICV	EA	\$412.00
118	Clamps	047-30-6003	CLAMP, WRAP (FULL WRAP) 3/4 X 3	JCM	111-0088-3SS	EA	\$25.81
119	Clamps	047-30-6006	CLAMP, WRAP (FULL WRAP) 3/4 X 6	JCM	111-0088-6SS	EA	\$53.71
120	Clamps	047-30-6103	CLAMP, WRAP (FULL WRAP) 1 X 3	JCM	111-0113-3SS	EA	\$28.16
121	Clamps	047-30-6106	CLAMP, WRAP (FULL WRAP) 1 X 6	JCM	111-0113-6SS	EA	\$56.33
122	Clamps	047-30-6203	CLAMP, WRAP (FULL WRAP) 1- 1/2 X 3	JCM	111-0166-3SS	EA	\$29.18
123	Clamps	047-30-6206	CLAMP, WRAP (FULL WRAP) 1- 1/2 X 6	JCM	111-0166-6SS	EA	\$57.77
124	Clamps	047-30-6303	CLAMP, WRAP (FULL WRAP) 2 X 3	JCM	111-0238-3SS	EA	\$31.64
125	Clamps	047-30-6306	CLAMP, WRAP (FULL WRAP) 2 X 6	JCM	111-0238-6SS	EA	\$59.59
126	Clamps	047-30-6938	CLAMP, LEAK, FULL CIRCLE, 2", O.D. RANGE 2.35 - 2.63	JCM	105-0238-6	EA	\$76.89

In the event a specific item is not identified under Aggregate 2, Contractor may sell those items based on the

Line	Plumbing Category	CCSF Maximo Item # (For City Reference Only)	Description & Size	Manufacturer	Model/SKU	UOM	Unit Price
127	Clamps	047-30-6940	CLAMP, LEAK, FULL CIRCLE, 4", 4.74-5.14	JCM	105-0450-6	EA	\$100.04
128	Clamps	047-30-6942	CLAMP, LEAK, FULL CIRCLE, 6", 6.84-7.24	JCM	105-0663-6	EA	\$123.55
129	Clamps	047-30-6944	CLAMP, LEAK, FULL CIRCLE, 8", 8.99-9.39	JCM	105-0863-6	EA	\$137.50
130	Clamps	047-30-6950	CLAMP, LEAK, FULL CIRCLE, 12", 13.10-13.50	JCM	105-1224-6	EA	\$234.17
131	Clamps	047-30-7004	CLAMP, REPAIR, PIPE, 3/4" X 3"	JCM	111-0105-3SS	EA	\$57.02
132	Clamps	047-30-7026	CLAMP, REPAIR, PIPE, 1" X 3"	JCM	111-0132-3SS	EA	\$28.17
133	Clamps	047-30-7028	CLAMP, REPAIR, PIPE, 1" X 6"	JCM	111-0132-6SS	EA	\$56.33
134	Clamps	047-30-7044	CLAMP, REPAIR, PIPE, 1- 1/2" X 3"	JCM	111-0190-3SS	EA	\$29.39
135	Clamps	047-30-7056	CLAMP, REPAIR, PIPE, 2" X 3"	JCM	111-0238-3SS	EA	\$31.64
136	Clamps	047-30-7057	CLAMP, REPAIR, PIPE, 2" X 6"	JCM	111-0238-6SS	EA	\$59.59
137	Clamps	047-30-7080	CLAMP, REPAIR, PIPE, 3/4" X 6"	JCM	111-0105-6SS	EA	\$53.71
138	Clamps	047-30-7210	CLAMP, LEAK, FULL CIRCLE, 8" X 15" WIDE	JCM	131-0905-24	EA	\$508.39
139	Clamps	047-30-7220	CLAMP,LEAK,F ULL CIRCLE,3", 3.73-4.00	JCM	105-0350-6	EA	\$88.92

In the event a specific item is not identified under Aggregate 2, Contractor may sell those items based on the

Line	Plumbing Category	CCSF Maximo Item # (For City Reference Only)	Description & Size	Manufacturer	Model/SKU	UOM	Unit Price
140	Clamps	047-30-8540	COUPLING, CLAMP, PIPE, FLEXIBLE, 2 BOLT, 1/2" X 5"	ROMAC	211-008400845	EA	\$38.59
141	Clamps	047-30-8541	COUPLING, CLAMP, PIPE, FLEXIBLE, 2 BOLT, 3/4" X 5"	ROMAC	211-010501055	EA	\$44.09
142	Clamps	047-30-8542	CLAMP, PIPE, FLEXIBLE, 2 BOLT, 1" X 5"	ROMAC	211-013201325	EA	\$45.65
143	Clamps	047-30-8544	COUPLING, CLAMP, 1-1/2 " X 5", 2 BOLT, PIPE, FLEX	ROMAC	211-019001905	EA	\$69.59
144	Clamps	047-30-8545	COUPLING, CLAMP, 2 " X 5", 2 BOLT, PIPE, FLEX	ROMAC	211-021302135	EA	\$57.03
145	Clamps	047-30-8547	COUPLING, CLAMP, PIPE, FLEXIBLE, 3 BOLT, 3 IN X 5 IN	ROMAC	211-03500350701	EA	\$69.64
146	Clamps	047-30-9219	CLAMP, LEAK, 6", VERSA MAX 6.42-7.68	HYMAX	283-56-0163-16	EA	\$141.20
147	Clamps	047-30-9417	CLAMP, SPRING, 2" JAW OPENING CAPACITY, 2" THROAT DEPTH	IRWIN	222702	EA	\$16.00
148	Copper	047-10-8540	TUBE, COPPER, HARD, SEAMLESS, TYPE K, .065 WALL, 1" ID	MUELLER STREAMLINE	1KH	FT	\$6.92

In the event a specific item is not identified under Aggregate 2, Contractor may sell those items based on the

Line	Plumbing Category	CCSF Maximo Item # (For City Reference Only)	Description & Size	Manufacturer	Model/SKU	UOM	Unit Price
149	Copper	047-10-8683	TUBE, COPPER, SOFT, SEAMLESS, TYPE K, .065 WALL, 3/4"	MUELLER STREAMLINE	3QKS	FT	\$7.40
150	Copper	047-10-8684	TUBE, COPPER, SOFT, SEAMELSS, TYPE K, .065 WALL, 1"	MUELLER STREAMLINE	1KS	FT	\$8.75
151	Copper	047-10-9102	TUBE, COPPER, 2 IN, TYPE K HARD DRAWN	MUELLER STREAMLINE	2KH	FT	\$17.06
152	Copper	047-30-0170	ADAPTER, COPPER X FEMALE I.P.S., 2"	CELLO	IWP3-32	EA	\$10.41
153	Copper	047-30-0172	ADAPTER, COPPER X MALE I.P.S., 2"	CELLO	IWP4-32	EA	\$8.29
154	Copper	047-30-0173	ADAPTER, COPPER TO FEMALE I.P.S., 1-1/2"	CELLO	IWP3-24	EA	\$7.66
155	Copper	047-30-0175	ADAPTER, COPPER TO FEMALE I.P.S., 1-1/4"	CELLO	IWP3-20	EA	\$4.89
156	Copper	047-30-0176	ADAPTER, COPPER TO MALE I.P.S., 1- 1/4"	CELLO	IWP4-20	EA	\$4.18
157	Copper	047-30-0177	ADAPTER, COPPER TO FEMALE I.P.S., 1"	CELLO	IWP3-16	EA	\$3.38
158	Copper	047-30-0178	ADAPTER, COPPER TO MALE I.P.S., 1"	CELLO	IWP4-16	EA	\$2.91

In the event a specific item is not identified under Aggregate 2, Contractor may sell those items based on the

discount percentage off of manufacturer's list price set forth under Aggregate 1.

Line	Plumbing Category	CCSF Maximo Item # (For City Reference Only)	Description & Size	Manufacturer	Model/SKU	UOM	Unit Price
159	Copper	047-30-0179	ADAPTER, COPPER TO FEMALE I.P.S., 3/4"	CELLO	IWP3-12	EA	\$1.48
160	Copper	047-30-0180	ADAPTER, COPPER TO MALE I.P.S., 3/4"	CELLO	IWP4-12	EA	\$1.14
161	Copper	047-30-0181	ADAPTER, COPPER TO FEMALE I.P.S., 1/2"	CELLO	IWP3-08	EA	\$0.88
162	Copper	047-30-0182	ADAPTER, COPPER TO MALE I.P.S., 1/2"	CELLO	IWP4-08	EA	\$0.68
163	Copper	047-30-0183	ADAPTER, REDUCING, COPPER TO FEMALE I.P.S., 1" X 3/4"	CELLO	IWP3-16-12	EA	\$4.94
164	Copper	047-30-0185	ADAPTER, REDUCING, COPPER TO MALE I.P.S., 1" X 3/4"	CELLO	IWP4-16-12	EA	\$4.31
165	Copper	047-30-6685	CAP, COPPER, 2"	CELLO	IWP17-32	EA	\$3.68
166	Copper	047-30-9152	COUPLING, COPPER TO COPPER, STAKED STOP, 2"	CELLO	IWP0-RING-32	EA	\$3.78
167	Copper	047-30-9201	COUPLING, COPPER TO COPPER, STAKED STOP, 1"	CELLO	IWP0-RING-32	EA	\$0.98
168	Copper	047-31-2078	ELBOW, COPPER TO COPPER, 45 DEG, 2"	CELLO	IWP6-32	EA	\$6.97

In the event a specific item is not identified under Aggregate 2, Contractor may sell those items based on the

uisco	unt percent	CCSF		ce set forth under A	iggregate 1.		
Line	Plumbing Category	Maximo Item # (For City Reference Only)	Description & Size	Manufacturer	Model/SKU	UOM	Unit Price
169	Copper	047-31-2080	ELBOW, COPPER TO COPPER, 90 DEG, 2"	CELLO	IWP7-32	EA	\$7.51
170	Copper	047-31-2082	ELBOW, STREET, FITTING TO COPPER 90 DEG, 2"	CELLO	IWP7-2-32	EA	\$11.49
171	Copper	047-31-6581	ELBOW, COPPER TO COPPER, 45 DEG, 3/4"	CELLO	IWP6-12	EA	\$1.01
172	Copper	047-31-6582	ELBOW, COPPER TO COPPER, 45 DEG, 1"	CELLO	IWP6-16	EA	\$2.53
173	Copper	047-31-6604	ELBOW, COPPER TO COPPER, 90 DEG, 1/2"	CELLO	IWP7-08	EA	\$0.32
174	Copper	047-31-6606	ELBOW, COPPER TO COPPER, 90 DEG, 3/4"	CELLO	IWP7-12	EA	\$0.72
175	Copper	047-31-6610	ELBOW, COPPER TO COPPER, 90 DEG, 1"	CELLO	IWP7-16	EA	\$1.78
176	Copper	047-31-6630	ELBOW, STREET, FITTING TO COPPER, 90 DEG, 1/2"	CELLO	IWP7-2-08	EA	\$0.49
177	Copper	047-31-6632	ELBOW, STREET, FITTING TO COPPER, 90 DEG, 1"	CELLO	IWP7-2-16	EA	\$2.86

In the event a specific item is not identified under Aggregate 2, Contractor may sell those items based on the

Line	Plumbing Category	CCSF Maximo Item # (For City Reference Only)	Description & Size	Manufacturer	Model/SKU	UOM	Unit Price
178	Copper	047-31-6645	ELBOW, STREET, FITTING TO COPPER, 45 DEG, 2"	CELLO	IWP6-2-16	EA	\$3.40
179	Copper	047-33-6854	REDUCER, COUPLING, COPPER TO COPPER, 1" X 3/4"	CELLO	IWP0-16-12	EA	\$1.58
180	Copper	047-34-7591	TEE, COPPER, 2"	CELLO	IWPT-32	EA	\$13.27
181	Copper	047-34-7709	TEE, COP TO COP, REDUCING 2" X 1"	CELLO	IWPT-32-32-16	EA	\$10.33
182	Ductile Iron Fittings	047-30-2224	BEND, PIPE,D.I.,BELL& BELL,PUSH JT.,11-1/4 DEG,4", ZINC COATING	TYLER	138718	EA	\$116.47
183	Ductile Iron Fittings	047-30-2226	BEND, PIPE,D.I.,BELL& BELL, PUSH JT., 11-1/4 DEG, 6", ZINC COATING	TYLER	138755	EA	\$160.51
184	Ductile Iron Fittings	047-30-2227	BEND, PIPE,D.I.,BELL& BELL, PUSH JT., 11-1/4 DEG, 8", ZINC COATING	TYLER	281279	EA	\$223.64
185	Ductile Iron Fittings	047-30-2260	BEND, PIPE,D.I.,BELL& BELL, PUSH JT., 22-1/2 DEG, 4", ZINC COATING	TYLER	138725	EA	\$118.43
186	Ductile Iron Fittings	047-30-2261	BEND, PIPE,D.I.,BELL& BELL, PUSH JT., 22-1/2 DEG, 6", ZINC COATING	TYLER	138762	EA	\$163.45

In the event a specific item is not identified under Aggregate 2, Contractor may sell those items based on the discount percentage off of manufacturer's list price set forth under Aggregate 1.

Line	Plumbing Category	CCSF Maximo Item # (For City Reference Only)	Description & Size	Manufacturer	Model/SKU	UOM	Unit Price
187	Ductile Iron Fittings	047-30-2262	BEND, PIPE,D.I.,BELL& BELL, PUSH JT., 22-1/2 DEG, 8", ZINC COATING	TYLER	138810	EA	\$223.64
188	Ductile Iron Fittings	047-30-2289	BEND, PIPE,D.I.,BELL& BELL, PUSH JT., 45 DEG, 4", ZINC COATING	TYLER	138731	EA	\$123.81
189	Ductile Iron Fittings	047-30-2290	BEND, PIPE,D.I.,BELL& BELL, PUSH JT., 45 DEG, 6", ZINC COATING	TYLER	138780	EA	\$184.00
190	Ductile Iron Fittings	047-30-2291	BEND, PIPE,D.I.,BELL& BELL, PUSH JT., 45 DEG, 8", ZINC COATING	TYLER	138817	EA	\$268.66
191	Ductile Iron Fittings	047-30-2322	BEND, PIPE,D.I.,BELL& BELL, PUSH JT., 90 DEG, 4", ZINC COATING	TYLER	138749	EA	\$136.04
192	Ductile Iron Fittings	047-30-2323	BEND, PIPE,D.I.,BELL& BELL, PUSH JT., 90 DEG, 6 IN, ZINC COATING	TYLER	139540	EA	\$216.79
193	Ductile Iron Fittings	047-30-2324	BEND, PIPE,D.I.,BELL& BELL, PUSH JT., 90 DEG, 8", ZINC COATING	TYLER	138824	EA	\$321.02
194	Ductile Iron Fittings	047-30-8203	SPOOL, FLG X FLG, D.I., 3 X 7	AQUEOUS VETS	370FF	EA	\$1,311.77
195	Ductile Iron Fittings	047-30-8205	PIPE, FLG X PE DI SPOOL, 4" X 2'-0"	AQUEOUS VETS	420FP	EA	\$271.77

In the event a specific item is not identified under Aggregate 2, Contractor may sell those items based on the

Line	Plumbing Category	CCSF Maximo Item # (For City Reference Only)	Description & Size	Manufacturer	Model/SKU	UOM	Unit Price
196	Ductile Iron Fittings	047-30-8211	PIPE, FLG X PE DI SPOOL, 6" X 2'-0"	AQUEOUS VETS	620FP	EA	\$332.05
197	Ductile Iron Fittings	047-31-2484	ELBOW, PIPE, D.I., FLANGED, 90 DEG, 4", ZINC COATING	TYLER	39892	EA	\$151.70
198	Ductile Iron Fittings	047-31-2486	ELBOW, PIPE, D.I., FLANGED, 90 DEG, 6", ZINC COATING	TYLER	39951	EA	\$234.89
199	Ductile Iron Fittings	047-31-8476	FLANGE, DI, BLIND, 3", ZINC COATING	TYLER	286523	EA	\$30.89
200	Ductile Iron Fittings	047-31-8478	FLANGE, DI, BLIND, 4", ZINC COATING	TYLER	276579	EA	\$53.83
201	Ductile Iron Fittings	047-31-8480	FLANGE, DI, BLIND, 6", ZINC COATING	TYLER	285335	EA	\$80.04
202	Ductile Iron Fittings	047-31-8484	FLANGE, DI, BLIND, 12", ZINC COATING	TYLER	276586	EA	\$269.15
203	Ductile Iron Fittings	047-32-4522	NIPPLE, PIPE, D.I., BELL & FLANGE, PUSH JT, 4"	TYLER	375995	EA	\$120.38
204	Ductile Iron Fittings	047-32-4524	NIPPLE, PIPE, D.I., BELL & FLANGE, PUSH JT, 6"	TYLER	375996	EA	\$184.98
205	Ductile Iron Fittings	047-32-4526	NIPPLE, PIPE, D.I., BELL & FLANGE, PUSH JT, 8"	TYLER	375997	EA	\$255.45
206	Ductile Iron Fittings	047-33-4504	REDUCER, FLANGED 4 X 3	TYLER	375998	EA	\$81.72

In the event a specific item is not identified under Aggregate 2, Contractor may sell those items based on the

Line	Plumbing Category	CCSF Maximo Item # (For City Reference Only)	Description & Size	Manufacturer	Model/SKU	UOM	Unit Price
207	Ductile Iron Fittings	047-33-4606	REDUCER, FLANGED, 6 X 4	TYLER	375999	EA	\$126.75
208	Ductile Iron Fittings	047-33-4889	REDUCER, PIPE, D.I., SPIGOT & BELL, PUSH JT., 8 X 4", ZINC COATING	TYLER	687598	EA	\$192.32
209	Ductile Iron Fittings	047-33-4891	REDUCER, PIPE, D.I., SPIGOT & BELL, PUSH JT., 8 X 6", ZINC COATING	TYLER	501660	EA	\$197.70
210	Ductile Iron Fittings	047-33-6918	REDUCER, DI, PO, BELL & BELL, 12"X8", ZINC COATING	TYLER	139781	EA	\$367.02
211	Ductile Iron Fittings	047-33-6920	REDUCER, DI, PO, BELL & BELL, 16"X6", ZINC COATING	TYLER	247761	EA	\$776.62
212	Ductile Iron Fittings	047-33-6922	REDUCER, DI, PO, BELL & BELL, 16"X8", ZINC COATING	TYLER	247778	EA	\$805.49
213	Ductile Iron Fittings	047-33-6924	REDUCER, DI, PO, BELL & BELL, 16"X12", ZINC COATING	TYLER	247649	EA	\$830.94
214	Ductile Iron Fittings	047-34-6206	TEE,PIPE,DI,BEL L TYPE,PUSH JOINT 6", ZINC COATING	TYLER	139219	EA	\$271.60
215	Ductile Iron Fittings	047-34-6207	TEE,PIPE,DI,BEL L TYPE,PUSH JOINT 8", ZINC COATING	TYLER	139220	EA	\$441.89

In the event a specific item is not identified under Aggregate 2, Contractor may sell those items based on the

Line	Plumbing Category	CCSF Maximo Item # (For City Reference Only)	Description & Size	Manufacturer	Model/SKU	UOM	Unit Price
216	Ductile Iron Fittings	047-34-6237	TEE, PIPE, DI, BELL TYPE, PUSH JOINT 8" X 4", ZINC COATING	TYLER	139251	EA	\$326.89
217	Ductile Iron Fittings	047-34-6238	TEE, PIPE, DI, BELL TYPE, PUSH JOINT 8" X 6", ZINC COATING	TYLER	139258	EA	\$370.94
218	Ductile Iron Fittings	047-34-6239	TEE, PIPE, DI, BELL TYPE, PUSH JOINT 12" X 6", ZINC COATING	TYLER	281789	EA	\$581.85
219	Ductile Iron Fittings	047-34-6240	TEE, PIPE, DI, BELL TYPE, PUSH JOINT 12" X 8", ZINC COATING	TYLER	139197	EA	\$707.13
220	Ductile Iron Fittings	047-34-6248	TEE, PIPE, D I, BELL TYPE, PUSH JOINT 16" X 6"	TYLER	45122	EA	\$1,473.96
221	Ductile Iron Fittings	047-34-6250	TEE, PIPE, D.I., BELL TYPE, PUSH JT, REDUCING 16 X 12 IN	TYLER	247716	EA	\$1,898.23
222	Ductile Iron Fittings	047-34-6440	TEE,PIPE,D.I.,FL ANGED,4"X4"	TYLER	132807	EA	\$263.77
223	Ductile Iron Fittings	047-34-6456	TEE,PIPE,D.I.,FL ANGED,6"X4"	TYLER	499751	EA	\$699.79
224	Ductile Iron Pipe	045-10-4667	PIPE, DI, CL52, TJ, 4", ZINC COATED	ELECTROSTEEL	4DIP	FT	\$35.53

In the event a specific item is not identified under Aggregate 2, Contractor may sell those items based on the

discou	nt percenta	ige off of ma	anufacturer's l	list pri	ce set forth	n under A	aggregate 1.	

Line	Plumbing Category	CCSF Maximo Item # (For City Reference	Description & Size	Manufacturer	Model/SKU	UOM	Unit Price
		Only)					
225	Ductile Iron Pipe	047-10-4565	PIPE, D.I., CLASS 54, BELL & SPIGOT, TYPE 2, 4" PUSH ON, ZINC COATING	ELECTROSTEEL	4DIP	FT	\$35.53
226	Ductile Iron Pipe	047-10-4566	PIPE, D.I., CLASS 54, BELL & SPIGOT, TYPE 2, 6" PUSH ON, ZINC COATING	ELECTROSTEEL	6DIP	FT	\$27.07
227	Ductile Iron Pipe	047-10-4567	PIPE, D.I., CLASS 54, BELL & SPIGOT, TYPE 2, 8" PUSH ON, ZINC COATING	ELECTROSTEEL	8DIP	FT	\$41.47
228	Ductile Iron Pipe	047-10-4568	PIPE, CL54, TJ, DI, 6"	ELECTROSTEEL	6DIP	FT	\$27.07
229	Ductile Iron Pipe	047-10-4569	PIPE, D.I., CLASS 54, BELL & SPIGOT, TYPE 2, 12" PUSH ON, ZINC COATING	ELECTROSTEEL	12DIP	FT	\$68.00
230	Ductile Iron Pipe	047-10-4571	PIPE, D.I., CLASS 54, BELL & SPIGOT, TYPE 2, 16" PUSH ON, ZINC COATING	ELECTROSTEEL	16DIP	FT	\$98.00
231	Flex Couplings	047-30-8560	COUPLING, FLEXIBLE, SHORT, 4", 4.80- 5.10 (SB 441- 00000510-900)	ROMAC	441-00000510-900	EA	\$120.00
232	Flex Couplings	047-30-8562	COUPLING, FLEXIBLE, SHORT, 6", 6.90- 7.22 (SB 441- 00000722-900)	ROMAC	441-00000722-900	EA	\$151.77

In the event a specific item is not identified under Aggregate 2, Contractor may sell those items based on the

uisco	discount percentage off of manufacturer's list price set forth under Aggregate 1.									
Line	Plumbing Category	CCSF Maximo Item # (For City Reference Only)	Description & Size	Manufacturer	Model/SKU	UOM	Unit Price			
233	Flex Couplings	047-30-8564	COUPLING, FLEXIBLE, SHORT, 8", 9.05- 9.45 (SB 441- 00000945-900)	ROMAC	441-00000945-900	EA	\$192.94			
234	Flex Couplings	047-30-8566	COUPLING, FLEXIBLE, SHORT, 16", 17.40-17.80 (SB 441-00001780- 900)	ROMAC	441-00001780-900	EA	\$320.00			
235	Flex Couplings	047-30-8568	COUPLING, FLEXIBLE, SHORT, 12", 13.20-13.50 (SB 441-00001350- 900)	ROMAC	441-00001350-900	EA	\$716.47			
236	Flex Couplings	047-30-8655	COUPLING,TRA NSITION,3" STEEL TO 4" C.I., (3.50 TO 4.80)	MISSION RUBBER	56-43	EA	\$65.00			
237	Flex Couplings	047-30-8660	COUPLING,TRA NSITION,3" C.I. TO 4" C.I., (3.80 TO 4.80)	MISSION RUBBER	56-43	EA	\$65.00			
238	Flex Couplings	047-30-8665	COUPLING,TRA NSITION,4" STEEL TO 4" C.I.(4.50 TO 4.80- 5.10)	MISSION RUBBER	56-44	EA	\$65.00			
239	Flex Rings	047-10-4222	PIPE, DI, FLEX- RING, 16"	ELECTROSTEEL	PushLok	FT	\$154.00			
240	Flex Rings	047-10-4226	PIPE, DI, FLEX- RING, 8"	ELECTROSTEEL	PushLok	FT	\$62.50			
241	Flex Rings	047-10-4228	PIPE, DI, FLEX- RING, 12"	ELECTROSTEEL	PushLok	FT	\$102.00			
242	Flex Rings	047-30-6755	BEND, DI, FLEX- RING, 90 DEG, 12"	MCWANE	12TR90	EA	\$2,843.48			

In the event a specific item is not identified under Aggregate 2, Contractor may sell those items based on the discount percentage off of manufacturer's list price set forth under Aggregate I

disco	liscount percentage off of manufacturer's list price set forth under Aggregate 1.									
Line	Plumbing Category	CCSF Maximo Item # (For City Reference Only)	Description & Size	Manufacturer	Model/SKU	UOM	Unit Price			
243	Flex Rings	047-30-6757	BEND, DI, FLEX- RING, 90 DEG, 16"	MCWANE	16TR90	EA	\$5,665.22			
244	Flex Rings	047-30-6763	BEND, DI, FLEX- RING, 45 DEG, 8"	MCWANE	8TR45	EA	\$1,297.83			
245	Flex Rings	047-30-6765	BEND, DI, FLEX- RING, 45 DEG, 12"	MCWANE	12TR45	EA	\$2,458.70			
246	Flex Rings	047-30-6767	BEND, DI, FLEX- RING, 45 DEG, 16"	MCWANE	16TR45	EA	\$4,768.48			
247	Flex Rings	047-30-6773	BEND, DI, FLEX- RING, 22.5 DEG, 8"	MCWANE	8TR22	EA	\$1,297.83			
248	Flex Rings	047-30-6775	BEND, DI, FLEX- RING, 22.5 DEG, 12"	MCWANE	12TR22	EA	\$2,363.04			
249	Flex Rings	047-30-6777	BEND, DI, FLEX- RING, 22.5 DEG, 16"	MCWANE	16TR22	EA	\$4,668.48			
250	Flex Rings	047-30-6783	BEND, DI, FLEX- RING, 11.25 DEG, 8"	MCWANE	8TR11	EA	\$1,297.83			
251	Flex Rings	047-30-6785	BEND, DI, FLEX- RING, 11.25 DEG, 12"	MCWANE	12TR11	EA	\$2,343.48			
252	Flex Rings	047-30-6787	BEND, DI, FLEX- RING, 11.25 DEG, 16"	MCWANE	16TR11	EA	\$4,547.83			
253	Flex Rings	047-33-6940	REDUCER, DI, FLEX-RING, 12"X8"	MCWANE	128TRR	EA	\$2,839.13			
254	Flex Rings	047-33-8027	FIELD FLEX- RING, 16"	MCWANE	16TRGR	EA	\$2,007.61			
255	Flex Rings	047-34-6462	TEE, DI, FLEX- RING, 16"x16"	MCWANE	1616TRT	EA	\$5,588.04			
256	Flex Rings	047-34-6482	TEE, DI, FLEX- RING, 8"X8"	MCWANE	0808TRT	EA	\$1,710.87			
257	Flex Rings	047-34-6484	TEE, DI, FLEX- RING, 12"X4"	MCWANE	1204TRT	EA	\$2,621.74			

RING, 12"X4"

In the event a specific item is not identified under Aggregate 2, Contractor may sell those items based on the

discou	nt percenta	ige off of ma	anufacturer's l	list pri	ce set forth	n under A	aggregate 1.	

Line	Plumbing Category	CCSF Maximo Item # (For City Reference Only)	Description & Size	Manufacturer	Model/SKU	UOM	Unit Price
258	Flex Rings	047-34-6486	TEE, DI, FLEX- RING, 12"X6"	MCWANE	1206TRT	EA	\$2,817.39
259	Flex Rings	047-34-6488	TEE, DI, FLEX- RING, 12"X8"	MCWANE	1208TRT	EA	\$2,954.35
260	Flex Rings	047-34-6490	TEE, DI, FLEX- RING, 12"X12"	MCWANE	1212TRT	EA	\$3,423.92
261	Flex Rings	047-34-6492	TEE, DI, FLEX- RING, 16"X6"	MCWANE	1606TRT	EA	\$4,630.44
262	Flex Rings	047-34-6494	TEE, DI, FLEX- RING, 16"X8"	MCWANE	1608TRT	EA	\$4,689.13
263	Gaskets	047-31-9003	GASKET PIPE 16" TYTON FIELD LOK	MCWANE	16STE	EA	\$944.80
264	Gaskets	047-31-9004	GASKET, PIPE, 4" TYTON FIELD LOK	MCWANE	4STE	EA	\$120.77
265	Gaskets	047-31-9006	GASKET, PIPE, 6" TYTON FIELD LOK	MCWANE	6STE	EA	\$171.45
266	Gaskets	047-31-9008	GASKET, PIPE, 8" TYTON FIELD LOK	MCWANE	8STE	EA	\$232.19
267	Gaskets	047-31-9012	GASKET, PIPE, 12" TYTON FIELD LOK	MCWANE	12STE	EA	\$337.21
268	Gaskets	066-80-9906	GASKET, FASTITE, 6"	TYLER	6PGE	EA	\$20.55
269	Gaskets	066-80-9908	GASKET, FASTITE, 16"	TYLER	16PGE	EA	\$135.44
270	Gaskets	066-80-9912	GASKET, Fl, 4"	TYLER	4FFG	EA	\$9.71
271	Gaskets	066-80-9922	GASKET, FASTITE, 4"	TYLER	4PGE	EA	\$19.09
272	Gaskets	066-80-9924	GASKET, FASTITE, 8"	TYLER	8PGE	EA	\$34.75
273	Gaskets	066-80-9926	GASKET, FASTITE, 12"	TYLER	12PGE	EA	\$54.32
274	Gate Valve Covers	048-20-6599	COVER, GATE VALVE,CAST IRON, 6", SFFD	D&L	L-7000-01	EA	\$47.06

In the event a specific item is not identified under Aggregate 2, Contractor may sell those items based on the

uisco	uni percenti	150 011 01 111a	Turactarer s rist pri	ice set forth under A	iggregate 1.		
Line	Plumbing Category	CCSF Maximo Item # (For City Reference Only)	Description & Size	Manufacturer	Model/SKU	UOM	Unit Price
275	Gate Valve Covers	048-20-6600	COVER, GATE VALVE, CAST IRON, 6", SFWD	D&L	L-7000-02	EA	\$47.06
276	Gate Valve Covers	048-20-6605	COVER, GATE VALVE, CAST IRON, 8"	D&L	L-7001-02	EA	\$70.59
277	Gate Valve Covers	048-20-6610	COVER, GATE VALVE, CAST IRON, 12"	D&L	L-7002-02	EA	\$129.41
278	Gate Valves	048-22-9018	VALVE, GATE, 8", WITH GEARING, 150# FLG X FLG, 316 STAINLESS BOLTS, EPDM DISC	MUELLER	080A236206RN- 9306	EA	\$1,082.72
279	Gate Valves	048-22-9504	VALVE, R/S GATE, TYT X TYT ENDS, R/TURN, NUT OPR. 4"	MUELLER	040A236261RN- 9306	EA	\$536.77
280	Gate Valves	048-22-9506	VALVE, R/S GATE, TYT X TYT ENDS, R/TURN, NUT OPR. 6"	MUELLER	060A236261RN- 9306	EA	\$706.48
281	Gate Valves	048-22-9508	VALVE, R/S GATE, TYT X TYT ENDS, R/TURN, NUT OPR. 8"	MUELLER	080A236206RN- 9306	EA	\$1,073.65
282	Gate Valves	048-22-9512	VALVE, R/S GATE, TYT X TYT ENDS, R/TURN, NUT OPR. 12"	MUELLER	120A236206RN- 9306	EA	\$2,173.12
283	Gate Valves	048-22-9516	VALVE, R/S GATE, TYT X TYT, R/TURN, NUT OPR. 16"	MUELLER	160A236106RN- 9306	EA	\$7,366.21

In the event a specific item is not identified under Aggregate 2, Contractor may sell those items based on the

uisco	Tuni percenta	ige on or ma	nuraciurei 8 nst pr	ice set forth under A	iggregate 1.		
Line	Plumbing Category	CCSF Maximo Item # (For City Reference Only)	Description & Size	Manufacturer	Model/SKU	UOM	Unit Price
284	Gate Valves	048-22-9604	VALVE, R/S GATE, FLG X TYT TAPPING, R/TURN, NUT OPR. 4"	MUELLER	040A236243RN- 9306	EA	\$527.60
285	Gate Valves	048-22-9606	VALVE, R/S GATE, FLG X TYT TAPPING, R/TURN, NUT OPR. 6"	MUELLER	060A236243RN- 9306	EA	\$694.96
286	Gate Valves	048-22-9608	VALVE, R/S GATE, FLG X TYT TAPPING, R/TURN, NUT OPR. 8"	MUELLER	080A236243RN- 9306	EA	\$1,098.29
287	Gate Valves	048-22-9612	VALVE, R/S GATE, FLG X TYT TAPPING, R/TURN, NUT OPR. 12"	MUELLER	120A236243RN- 9306	EA	\$2,125.07
288	Gate Valves	048-22-9703	VALVE, R/S GATE, FLANGED ENDS, R/TURN, NUT OPR. 3"	MUELLER	030A236206RN- 9306	EA	\$463.82
289	Gate Valves	048-22-9704	VALVE, R/S GATE, FLANGED ENDS, R/TURN, NUT OPR. 4"	MUELLER	040A236206RN- 9306	EA	\$518.30
290	Gate Valves	048-22-9706	VALVE, R/S GATE, FLANGED ENDS, R/TURN, NUT OPR. 6"	MUELLER	060A236206RN- 9306	EA	\$692.86
291	Gate Valves	048-22-9712	VALVE, R/S GATE, FLANGED ENDS, R/TURN, NUT OPR. 12"	MUELLER	120A236206RN- 9306	EA	\$2,077.31

In the event a specific item is not identified under Aggregate 2, Contractor may sell those items based on the

Line	Plumbing Category	CCSF Maximo Item # (For City Reference Only)	Description & Size	Manufacturer	Model/SKU	UOM	Unit Price
292	Gate Valves	048-22-9716	VALVE, R/S GATE, FLANGED ENDS, R/TURN, NUT OPR. 16"	MUELLER	160A236206RN- 9306	EA	\$7,027.47
293	Gate Valves	048-22-9814	VALVE, R/S GATE, MJXMJ ENDS, R/TURN NUT OPR., 4"	MUELLER	040A236223RN- 9306	EA	\$499.10
294	Gate Valves	048-22-9826	VALVE, R/S GATE, MJXMJ ENDS, R/TURN NUT OPR., 6"	MUELLER	060A236223RN- 9306	EA	\$667.21
295	Gate Valves	048-22-9828	VALVE, R/S GATE, MJXMJ ENDS, R/TURN NUT OPR., 8"	MUELLER	080A236223RN- 9306	EA	\$1,062.64
296	Gate Valves	048-22-9830	VALVE, R/S GATE, MJXMJ ENDS, R/TURN NUT OPR., 12"	MUELLER	120A236223RN- 9306	EA	\$2,096.52
297	Gate Valves	048-22-9832	VALVE, R/S GATE, MJXMJ ENDS, R/TURN NUT OPR., 16"	MUELLER	160A236223RN- 9306	EA	\$7,027.47
298	Gate Valves	048-22-9842	VALVE, R/S GATE, MJXFI ENDS, R/TURN NUT OPR., 16"	MUELLER	160A236219RN- 9306	EA	\$7,027.47
299	Hymax Couplings	047-30-6742	COUPLING, KRAUSZ HYMAX-GRIP, 4", 4.40-5.10	HYMAX	890-96-04111-16	EA	\$334.98
300	Hymax Couplings	047-30-6744	COUPLING, KRAUSZ HYMAX-GRIP, 6", 6.50-7.20	HYMAX	890-96-06165-16	EA	\$461.36
301	Hymax Couplings	047-30-6746	COUPLING, KRAUSZ HYMAX-GRIP, 8", 8.50-9.40	HYMAX	890-96-08216-16	EA	\$595.88

In the event a specific item is not identified under Aggregate 2, Contractor may sell those items based on the

Line	Plumbing Category	CCSF Maximo Item # (For City Reference Only)	Description & Size	Manufacturer	Model/SKU	UOM	Unit Price
302	Hymax Couplings	047-30-6747	COUPLING, KRAUSZ 12 OS HYMAX RANGE 13.15-14.41	НҮМАХ	860-94-0334-16	EA	\$701.37
303	Hymax Couplings	047-30-6748	COUPLING, KRAUSZ HYMAX-GRIP, 12", 12.68-13.39	HYMAX	890-96-12322-16	EA	\$890.51
304	Hymax Couplings	047-30-6750	COUPLING, KRAUSZ HYMAX-GRIP, 16"	HYMAX	890-56-16438-17	EA	\$2,221.11
305	Hymax Couplings	047-30-9232	COUPLING, KRAUSZ HYMAX, 6", 6.42-7.68	HYMAX	860-94-0163-16	EA	\$341.97
306	Hymax Couplings	047-30-9234	COUPLING, KRAUSZ HYMAX, 8", 8.54-9.84	HYMAX	860-94-0217-16	EA	\$386.10
307	Hymax Couplings	047-30-9238	COUPLING, KRAUSZ HYMAX, 16", 17.10-19.20	HYMAX	860-56-0434-16P	EA	\$1,529.28
308	Mechanical Joints	047-30-1308	ADAPTER, D.I., MJ X FL, 4", ZINC COATING	TYLER	458952	EA	\$79.58
309	Mechanical Joints	047-30-1310	ADAPTER, D.I., MJ X FL, 6", ZINC COATING	TYLER	457864	EA	\$108.15
310	Mechanical Joints	047-30-1312	ADAPTER, D.I., MJ X FL, 8", ZINC COATING	TYLER	397589	EA	\$265.30
311	Mechanical Joints	047-30-1314	ADAPTER, D.I., MJ X FL, 12", ZINC COATING	TYLER	83869	EA	\$359.68
312	Mechanical Joints	047-30-1316	ADAPTER, D.I., MJ X FL, 16", ZINC COATING	TYLER	53478	EA	\$626.87

In the event a specific item is not identified under Aggregate 2, Contractor may sell those items based on the

Line	Plumbing Category	CCSF Maximo Item # (For City Reference Only)	Description & Size	Manufacturer	Model/SKU	UOM	Unit Price
313	Mechanical Joints	047-30-3518	BEND, D.I., MJ, 90 DEG, 4", ZINC COATING	TYLER	30295	EA	\$82.70
314	Mechanical Joints	047-30-3520	BEND, D.I., MJ, 90 DEG, 6", ZINC COATING	TYLER	100217	EA	\$134.09
315	Mechanical Joints	047-30-3522	BEND, D.I., MJ, 90 DEG, 8", ZINC COATING	TYLER	30592	EA	\$196.23
316	Mechanical Joints	047-30-3530	BEND, D.I., MJ X PE, 90 DEG, 12", ZINC COATING	TYLER	122525	EA	\$452.17
317	Mechanical Joints	047-30-6466	CAP, PIPE, D. I., MECH. JT, "TRIM TYTE", 4", ZINC COATING	TYLER	30714	EA	\$39.15
318	Mechanical Joints	047-30-6468	CAP, PIPE, D.I., MECH. JT, "TRIM TYTE", 6", ZINC COATING	TYLER	30721	EA	\$69.00
319	Mechanical Joints	047-30-6470	CAP, PIPE, D.I., MECH. JT, "TRIM TYTE", 8", ZINC COATING	TYLER	30738	EA	\$96.89
320	Mechanical Joints	047-30-6472	CAP, PIPE, D.I., MECH. JT, "TRIM TYTE", 12", ZINC COATING	TYLER	30691	EA	\$198.68
321	Mechanical Joints	047-30-6474	CAP, PIPE, D. I., MECH. JT, 16", ZINC COATING	TYLER	32993	EA	\$403.23
322	Mechanical Joints	047-30-6726	BEND, D.I., MJ, 22.5 DEG, 12", ZINC COATING	TYLER	29992	EA	\$299.49
323	Mechanical Joints	047-30-6728	BEND, D.I., MJ, 22.5 DEG, 16", ZINC COATING	TYLER	32725	EA	\$634.70

In the event a specific item is not identified under Aggregate 2, Contractor may sell those items based on the

Line	Plumbing Category	CCSF Maximo Item # (For City Reference Only)	Description & Size	Manufacturer	Model/SKU	UOM	Unit Price
324	Mechanical Joints	047-30-6730	BEND, D.I., MJ, 45 DEG, 12", ZINC COATING	TYLER	30012	EA	\$341.57
325	Mechanical Joints	047-30-6732	BEND, D.I., MJ, 45 DEG, 16", ZINC COATING	TYLER	32732	EA	\$668.96
326	Mechanical Joints	047-30-6734	BEND, D.I., MJ, 90 DEG, 12", ZINC COATING	TYLER	30035	EA	\$412.53
327	Mechanical Joints	047-30-6736	BEND, D.I., MJ, 90 DEG, 16", ZINC COATING	TYLER	101957	EA	\$921.96
328	Mechanical Joints	047-30-6737	BEND, D.I., MJ, 11.25 DEG, 12", ZINC COATING	TYLER	29978	EA	\$277.96
329	Mechanical Joints	047-30-6739	BEND, D.I., MJ, 11.25 DEG, 16", ZINC COATING	TYLER	32718	EA	\$657.70
330	Mechanical Joints	047-30-9852	ADAPTOR, FOSTER, BOLT- THROUGH MJ RESTRAINT, 6"	INFACT	6MJFA	EA	\$265.00
331	Mechanical Joints	047-30-9904	MEGALUG MJ RESTRAINT (W/GLAND, MJ GASKET, NUTS, BOLTS) FOR D.I. PIPE 4" P/N #1104	EBAA	1104	EA	\$44.00
332	Mechanical Joints	047-30-9906	MEGALUG MJ RESTRAINT (W/GLAND, MJ GASKET, NUTS, BOLTS) FOR D.I. PIPE 6" P/N #1106	EBAA	1106	EA	\$53.75

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Line	Plumbing Category	CCSF Maximo Item # (For City Reference Only)	Description & Size	Manufacturer	Model/SKU	UOM	Unit Price
333	Mechanical Joints	047-30-9908	MEGALUG MJ RESTRAINT (W/GLAND, MJ GASKET, NUTS, BOLTS) FOR D.I. PIPE 8" P/N #1108	EBAA	1108	EA	\$71.50
334	Mechanical Joints	047-30-9912	MEGALUG MJ RESTRAINT (W/GLAND, MJ GASKET, NUTS, BOLTS) FOR D.I. PIPE 12" P/N #1112	EBAA	1112	EA	\$137.00
335	Mechanical Joints	047-30-9916	MEGALUG MJ RESTRAINT (W/GLAND, MJ GASKET, NUTS, BOLTS) FOR D.I. PIPE 16" P/N #1116	EBAA	1116	EA	\$241.00
336	Mechanical Joints	047-33-6950	REDUCER, D.I., MJ, 8" X 4", ZINC COATING	TYLER	31780	EA	\$106.19
337	Mechanical Joints	047-33-6952	REDUCER, D.I., MJ, 8" X 6", ZINC COATING	TYLER	31803	EA	\$114.02
338	Mechanical Joints	047-33-6954	REDUCER, D.I., MJ, 12" X 4", ZINC COATING	TYLER	31632	EA	\$211.40
339	Mechanical Joints	047-33-6956	REDUCER, D.I., MJ, 12" X 6", ZINC COATING	TYLER	100752	EA	\$192.32
340	Mechanical Joints	047-33-6958	REDUCER, D.I., MJ, 12" X 8", ZINC COATING	TYLER	31667	EA	\$197.21
341	Mechanical Joints	047-33-6960	REDUCER, D.I., MJ, 16" X 6", ZINC COATING	TYLER	33618	EA	\$496.21

In the event a specific item is not identified under Aggregate 2, Contractor may sell those items based on the

Line	Plumbing Category	CCSF Maximo Item # (For City Reference Only)	Description & Size	Manufacturer	Model/SKU	UOM	Unit Price
342	Mechanical Joints	047-33-6962	REDUCER, D.I., MJ, 16" X 8", ZINC COATING	TYLER	477496	EA	\$478.11
343	Mechanical Joints	047-33-6964	REDUCER, D.I., MJ, 16" X 12", ZINC COATING	TYLER	33586	EA	\$443.85
344	Mechanical Joints	047-33-6980	REDUCER, D.I., MJ X PE, 16" X 8", ZINC COATING	TYLER	134183	EA	\$626.87
345	Mechanical Joints	047-34-2460	SLEEVE, PIPE, D.I., TAP., MECH. JT., 6 X 4 IN	MUELLER	0604T28	EA	\$928.00
346	Mechanical Joints	047-34-2465	SLEEVE, PIPE, D.I., TAP., MECH. JT., 8 X 4 IN	MUELLER	0804T28	EA	\$1,140.00
347	Mechanical Joints	047-34-2470	SLEEVE, PIPE, D.I., TAP., MECH. JT., 8 X 6 IN	MUELLER	0806T28	EA	\$1,140.00
348	Mechanical Joints	047-34-2472	SLEEVE, PIPE, D.I., TAP., MECH. JT., 12 X 4 IN	MUELLER	1204T28	EA	\$2,253.00
349	Mechanical Joints	047-34-2475	SLEEVE, PIPE, D.I., TAP., MECH. JT., 12 X 6 IN	MUELLER	1206T28	EA	\$2,253.00
350	Mechanical Joints	047-34-2478	SLEEVE, PIPE, D.I., TAP., MECH., JT., 12 X 8 IN	MUELLER	1208T28	EA	\$2,394.00
351	Mechanical Joints	047-34-2480	SLEEVE, PIPE, D.I., TAP. MECH. JT, 16 X 4 IN	MUELLER	1604T28	EA	\$4,752.00
352	Mechanical Joints	047-34-2482	SLEEVE, PIPE, D.I., TAP. MECH. JT, 16 X 6 IN	MUELLER	1606T28	EA	\$4,892.00

In the event a specific item is not identified under Aggregate 2, Contractor may sell those items based on the

Line	Plumbing Category	CCSF Maximo Item # (For City Reference Only)	Description & Size	Manufacturer	Model/SKU	UOM	Unit Price
353	Mechanical Joints	047-34-2484	SLEEVE, PIPE, D.I., TAP. MECH. JT, 16 X 8 IN	MUELLER	1608T28	EA	\$5,032.00
354	Mechanical Joints	047-34-3008	SLEEVE, LONG, MJ, D.I., C153 8", ZINC COATING	TYLER	31728	EA	\$218.29
355	Mechanical Joints	047-34-3012	SLEEVE, LONG, MJ, D.I., C153 12", ZINC COATING	TYLER	31841	EA	\$336.68
356	Mechanical Joints	047-34-3016	SLEEVE, LONG, MJ, D.I., C153 16", ZINC COATING	TYLER	490260	EA	\$601.43
357	Mechanical Joints	047-34-6502	TEE, D.I., MJ, 6" X 6", ZINC COATING	TYLER	32280	EA	\$194.28
358	Mechanical Joints	047-34-6510	TEE, D.I., MJ, 12" X 4", ZINC COATING	TYLER	32145	EA	\$574.51
359	Mechanical Joints	047-34-6512	TEE, D.I., MJ, 12" X 6", ZINC COATING	TYLER	32167	EA	\$388.55
360	Mechanical Joints	047-34-6514	TEE, D.I., MJ, 12" X 8", ZINC COATING	TYLER	32200	EA	\$448.26
361	Mechanical Joints	047-34-6516	TEE, D.I., MJ, 12" X 12", ZINC COATING	TYLER	487973	EA	\$574.51
362	Mechanical Joints	047-34-6518	TEE, D.I., MJ, 16" X 6", ZINC COATING	TYLER	34699	EA	\$800.60
363	Mechanical Joints	047-34-6520	TEE, D.I., MJ, 16" X 8", ZINC COATING	TYLER	34729	EA	\$869.60
364	Mechanical Joints	047-34-6522	TEE, D.I., MJ, 16" X 12", ZINC COATING	TYLER	34668	EA	\$1,038.92

In the event a specific item is not identified under Aggregate 2, Contractor may sell those items based on the

Line	Plumbing Category	CCSF Maximo Item # (For City Reference Only)	Description & Size	Manufacturer	Model/SKU	UOM	Unit Price
365	Megalugs	047-30-9924	TRU-DUAL BELL RESTRAINT (W/ SPLIT RESTRAINT RING, NUTS, THRUST RODS) FOR D.I. PIPE 4" P/N #15PF04TDSS16	EBAA	15PF04TDSS16	EA	\$118.00
366	Megalugs	047-30-9926	TRU-DUAL BELL RESTRAINT (W/ SPLIT RESTRAINT RING, NUTS, THRUST RODS) FOR D.I. PIPE 6" P/N #15PF06TDSS16	EBAA	15PF06TDSS16	EA	\$128.00
367	Megalugs	047-30-9928	TRU-DUAL BELL RESTRAINT (W/ SPLIT RESTRAINT RING, NUTS, THRUST RODS) FOR D.I. PIPE 8" P/N #15PF08TDSS16	EBAA	15PF08TDSS16	EA	\$170.00
368	Megalugs	047-30-9932	TRU-DUAL BELL RESTRAINT (W/ SPLIT RESTRAINT RING, NUTS, THRUST RODS) FOR D.I. PIPE 12" P/N #15PF12TDSS16	EBAA	15PF12TDSS16	EA	\$313.00

In the event a specific item is not identified under Aggregate 2, Contractor may sell those items based on the

disco	discount percentage off of manufacturer's list price set forth under Aggregate 1.										
Line	Plumbing Category	CCSF Maximo Item # (For City Reference Only)	Description & Size	Manufacturer	Model/SKU	UOM	Unit Price				
369	Meter Boxes and Covers	056-25-0900	BOX, CURB, VALVE, CONCRETE, W/COVER (BOX F14/D, COVER F8D)	OLDCASTLE	F08	EA	\$48.00				
370	Meter Boxes and Covers	056-25-0910	BOX, CURB, VALVE, TRAFFIC RATED, CONCRETE (G5 BOX) W/ CAST IRON COVER (G5 C COVER)	OLDCASTLE	G05	EA	\$83.00				
371	Meter Boxes and Covers	056-25-0925	BOX, WATER METER, POLYMER CONCRETE FRAME, ROTOCAST BODY, 10 X 15 X 12 FOR 1" METER	ARMORCAST	P6001921X12	EA	\$105.00				
372	Meter Boxes and Covers	056-25-0930	BOX, WATER METER, POLYMER CONCRETE FRAME, ROTOCAST BODY, 17 X 30 X 12 FOR 2" METER	ARMORCAST	P6001534X12	EA	\$257.00				
373	Meter Boxes and Covers	056-25-1475	COVER, FORD, 6" X 9", POLYMER CONCRETE, SFPUC	ARMORCAST	A6000441T	EA	\$91.00				

In the event a specific item is not identified under Aggregate 2, Contractor may sell those items based on the

Line	Plumbing Category	CCSF Maximo Item # (For City Reference Only)	Description & Size	Manufacturer	Model/SKU	UOM	Unit Price
374	Meter Boxes and Covers	056-25-1499	COVER, CURB, VALVE BOX, CONCRETE (FOR CHRISTY BOX F14/D)	OLDCASTLE	F14/D	EA	\$251.00
375	Meter Boxes and Covers	056-25-1600	COVER, 10 " X 15", #36 , FOR 1" METER BOX, POLYMER CONCRETE	ARMORCAST	AA6001922T	EA	\$104.00
376	Meter Boxes and Covers	056-25-1602	COVER, 17" X 30" LID FOR 2" BOX, POLYMER CONCRETE	ARMORCAST	A6001947TDEB	EA	\$231.00
377	Meter Boxes and Covers	056-25-1603	COVER, 7" X 13" INSERT, #2 POLYMER CONCRETE	ARMORCAST	A6000481TEB	EA	\$41.00
378	Meter Boxes and Covers	056-25-4405	VAULT, METER BOX, 3"	ARMORCAST	A6001430TAX24 MT	EA	\$6,000.00
379	Meter Boxes and Covers	056-25-4410	VAULT, PANEL, FRP ASSEMBLY, FRAME & COVER, 4" (36" X 60" X 30")	ARMORCAST	A6001436TAX30 MT	EA	\$7,500.00
380	Meter Boxes and Covers	056-25-4415	VAULT, PANEL, FRP, ASSEMBLY, FRAME & COVER, 6" (48" X 72" X 30")	ARMORCAST	A6001506TAX30 MT	EA	\$9,500.00
381	Meter Boxes and Covers	056-25-4602	COVER, PANEL VAULT, W/READING LID, QUAZITE, 1/2 SET, 30 X 36"	ARMORCAST	A6001992R	EA	\$1,500.00

In the event a specific item is not identified under Aggregate 2, Contractor may sell those items based on the discount percentage off of manufacturer's list price set forth under Aggregate 1.

I	Line	Plumbing Category	CCSF Maximo Item # (For City Reference Only)	Description & Size	Manufacturer	Model/SKU	UOM	Unit Price
3	382	Meter Boxes and Covers	056-25-4607	COVER, VAULT, 36" X 60", 1/2 PIECE RPM, NO LOCK DOWN	ARMORCAST	A6001672MT	EA	\$800.00
3	383	Meter Boxes and Covers	056-25-4615	COVER, VAULT, 6" & 8", PART #A1633, 48"X72"X1" RPM COVER WITH BOLT HOLES, SFPUC LOGO AND 5"X7" READING LID 2 HALVES & 1 CENTER SECTION REQUIRED PER BOX	ARMORCAST	A6001633	EA	\$1,250.00
3	384	Other	047-10-9075	TUBE, PLASTIC, POLYETHYLEN E, 200PSI, 1" I.P.S.	CENTENNIAL	1PEIPS	FT	\$80.47
3	385	Other	047-30-1203	ADAPTER, FLANGE, VICTAULIC #741 -E -3" FOR STEEL	VICTAULIC	3VIC741	EA	\$114.13

VICTAULIC

VICTAULIC

VICTAULIC

CELLO

6VIC741

3CCF

4VIC45

4VIC90

047-30-1206

047-30-1303

047-30-2204

047-30-2304

386

387

388

389

Other

Other

Other

Other

ADAPTER, FLANGE,

-E - 6" FOR STEEL ADAPTER,

FLANGE, COPPER, 3" 150# BEND, STEEL,

DEG., 4"

VICTAULIC, 45

BEND, STEEL,

VICTAULIC, 90

VICTAULIC #741

EA

EA

EΑ

EA

\$284.78

\$298.91

\$139.39

\$139.39

In the event a specific item is not identified under Aggregate 2, Contractor may sell those items based on the

Line	Plumbing Category	CCSF Maximo Item # (For City Reference Only)	Description & Size	Manufacturer	Model/SKU	UOM	Unit Price
390	Other	047-30-6908	CAP, 6", SW DEBRIS #457	DEBRIS CAPS	DC457	EA	\$76.87
391	Other	047-30-6910	CAP, 8", SW DEBRIS, #825	DEBRIS CAPS	DC825	EA	\$83.41
392	Other	047-30-6912	CAP, 10", SW DEBRIS, #100	DEBRIS CAPS	DC100	EA	\$93.64
393	Other	047-30-9031	COUPLING, 1" PVC PIPE, SCH 40, S X S	SPEARS	429-010	EA	\$0.53
394	Other	047-31-8474	COUPLING, FLANGED, KRAUSZ 4" HYMAX FCA	НҮМАХ	134-96-04111-16	EA	\$338.99
395	Other	047-31-9030	MEGAFLANGE, 8"	EBAA	2108	EA	\$236.51
396	Other	047-33-6904	REDUCER, GROOVED, VICTAULIC #50, 4 X 3	GRAINGER	43VICR	EA	\$163.04
397	Other	048-21-3964	LOCK NUT, 1", PULLING HEAD	GRAINGER	12P636	EA	\$27.17
398	Other	048-22-3481	VALVE,DETECT ION CHECK,C.I.,BRO NZE TRIM,6 IN	WILKINS	6-350ADA	EA	\$5,154.64
399	Other	095-10-9123	PLATE, DIAMOND, ALUMINUM, 1/4 X 48 X 192	COAST ALUMINUM	14TP61	SF	\$15.35
400	Steel	047-30-5173	BUSHING, PIPE, M.I. GALV, 1" X 1/2"	MATCO-NORCA	ZMGB0503	EA	\$2.98
401	Steel	047-30-6503	CAP, PIPE, M.I. GALV, 3/4"	MATCO-NORCA	ZMGCA04	EA	\$1.91
402	Steel	047-30-6504	CAP, PIPE, M.I. GALV, 1"	MATCO-NORCA	ZMGCA05	EA	\$2.09
403	Steel	047-30-6505	CAP, PIPE, M.I. GALV, 1-1/4"	MATCO-NORCA	ZMGCA06	EA	\$3.04
404	Steel	047-30-6506	CAP, 1-1/2" GALV PIPE, M.I.	MATCO-NORCA	ZMGCA07	EA	\$3.88

In the event a specific item is not identified under Aggregate 2, Contractor may sell those items based on the discount percentage off of manufacturer's list price set forth under Aggregate 1

discount	percenta	ige off of mai	nutacturer's list pi	rice set forth und	er Aggregate 1.
		CCSF			

Line	Plumbing Category	CCSF Maximo Item # (For City Reference Only)	Description & Size	Manufacturer	Model/SKU	UOM	Unit Price
405	Steel	047-30-6507	CAP, 2" GALV PIPE, M.I.	MATCO-NORCA	ZMGCA08	EA	\$4.91
406	Steel	047-30-8989	COUPLING, PIPE, STEEL, GALV, 3/4"	MATCO-NORCA	ZMGCP04	EA	\$2.06
407	Steel	047-30-8993	COUPLING, 2" GALV STEEL, PIPE	MATCO-NORCA	ZMGCP08	EA	\$7.76
408	Steel	047-31-3230	ELBOW, 1" GALV 90 DEG, PIPE, M.I.	MATCO-NORCA	ZMGL9005	EA	\$2.85
409	Steel	047-31-8389	FLANGE, PIPE, SLIPON, WELDING, STEEL, 3"	INDUSTRIAL VALCO	3RF150SOWF	EA	\$11.60
410	Steel	047-31-8390	FLANGE, PIPE, SLIPON, WELDING, STEEL, (FLAT FACE), 4"	INDUSTRIAL VALCO	4FF150SOWF	EA	\$14.25
411	Steel	047-31-8398	FLANGE, PIPE, SLIPON, WELDING, STEEL, 6"	INDUSTRIAL VALCO	6RF150SOWF	EA	\$22.41
412	Steel	047-32-4707	NIPPLE, PIPE, STEEL, GALV, 1" X 3"	MATCO-NORCA	ZNG053	EA	\$2.13
413	Steel	047-32-4712	NIPPLE, PIPE, STEEL, GALV, 1" X 6"	MATCO-NORCA	ZNG056	EA	\$3.57
414	Steel	047-32-4754	NIPPLE, PIPE, STEEL, GALV, 2" X 5"	MATCO-NORCA	ZNG085	EA	\$6.47
415	Steel	047-32-4756	NIPPLE, PIPE, STEEL, GALV, 2" X 6"	MATCO-NORCA	ZNG086	EA	\$7.52
416	Steel	047-33-2500	PLUG, GALV., "WITH DIMPLE" 1/2"	MATCO-NORCA	ZMGPL03	EA	\$1.84

In the event a specific item is not identified under Aggregate 2, Contractor may sell those items based on the

Line	Plumbing Category	CCSF Maximo Item # (For City Reference Only)	Description & Size	Manufacturer	Model/SKU	UOM	Unit Price
417	Steel	047-33-2604	PLUG, 3/4" GALV PIPE, M.I. SQ HD	MATCO-NORCA	ZMGPL04	EA	\$1.84
418	Steel	047-33-2605	PLUG, 1" GALV PIPE, M.I. SQ HD	MATCO-NORCA	ZMGPL05	EA	\$2.01
419	Steel	047-33-2606	PLUG, 1 1/4" GALV PIPE, M.I. SQ HD	MATCO-NORCA	ZMGPL06	EA	\$3.10
420	Steel	047-33-2607	PLUG, 1-1/2" GALV PIPE, M.I. SQ HD	MATCO-NORCA	ZMGPL07	EA	\$4.17
421	Steel	047-33-2608	PLUG, 2" GALV PIPE, M.I. SQ HD	MATCO-NORCA	ZMGPL08	EA	\$5.30
422	Steel	047-33-2610	PLUG, 3" GALV PIPE, M.I. SQ HD	MATCO-NORCA	ZMGPL10	EA	\$14.67
423	Steel	047-33-5843	REDUCER, PIPE, M.I., GALV., 1" X 3/4"	MATCO-NORCA	ZMGCPR0504	EA	\$3.23
424	Steel	047-33-5851	REDUCER, PIPE, M.I., GALV, 2 X 3/4"	MATCO-NORCA	ZMGCPR0804	EA	\$9.29
425	Steel	047-34-6634	TEE, 1" GALV PIPE, M.I.	MATCO-NORCA	ZMGT05	EA	\$4.22
426	Steel	047-34-6637	TEE, 2" GALV PIPE, M.I.	MATCO-NORCA	ZMGT08	EA	\$13.87
427	Steel	095-10-7212	STEEL BAR, FLAT, 1/4" X 1"	PDM	141SBF	FT	\$1.50
428	Steel	095-10-7214	STEEL BAR, FLAT, 1/4" X 1 1/2"	PDM	14112SBF	FT	\$1.50
429	Steel	095-10-7315	STEEL BAR,CARBON,H OT ROLLED,RECT., 3/8" X 2"	PDM	382SBR	EA	\$1.50
430	Steel	095-10-7315	STEEL BAR,CARBON,H OT ROLLED,RECT., 3/8" X 2"	PDM	382SBR	FT	\$1.50

In the event a specific item is not identified under Aggregate 2, Contractor may sell those items based on the

Line	Plumbing Category	CCSF Maximo Item # (For City Reference Only)	Description & Size	Manufacturer	Model/SKU	UOM	Unit Price
431	Steel	095-10-7319	STEEL BAR,CARBON,H OT ROLLED,RECT., 3/8 IN X 2-1/2 IN	PDM	382HSBR	EA	\$1.50
432	Steel	095-10-7319	STEEL BAR,CARBON,H OT ROLLED,RECT., 3/8 IN X 2-1/2 IN	PDM	382HSBR	FT	\$1.50
433	Steel	095-10-7390	STEEL BAR,CARBON,H OT ROLLED,RECT., 1/2IN X 3-1/2 IN	PDM	123HSBR	EA	\$1.50
434	Steel	095-10-7517	STEEL BAR,CARBON,H OT ROLLED,RECT., 3/4" X 3-1/2"	PDM	343HSBR	EA	\$1.50
435	Steel	095-10-7521	STEEL BAR,CARBON,H OT ROLLED,RECT., 3/4 IN X 4 IN	PDM	344SBR	EA	\$1.50
436	Steel	095-10-7521	STEEL BAR,CARBON,H OT ROLLED,RECT., 3/4 IN X 4 IN	PDM	344SBR	FT	\$1.50
437	Steel	095-10-8355	STEEL BAR,CARBON,H OT ROLLED,ROUN D,1/2 IN	PDM	12SBR	EA	\$1.50
438	Steel	095-10-8355	STEEL BAR,CARBON,H OT ROLLED,ROUN D,1/2 IN	PDM	12SBR	FT	\$1.50

In the event a specific item is not identified under Aggregate 2, Contractor may sell those items based on the

Line	Plumbing Category	CCSF Maximo Item # (For City Reference Only)	Description & Size	Manufacturer	Model/SKU	UOM	Unit Price
439	Steel	095-10-8359	STEEL BAR,CARBON,H OT ROLLED,ROUN D,3/4 IN	PDM	34SBR	EA	\$1.50
440	Steel	095-10-8359	STEEL BAR,CARBON,H OT ROLLED,ROUN D,3/4 IN	PDM	34SBR	FT	\$1.50
441	Steel	095-10-9113	TUBING, STEEL, SQ., 1/4" X 2" X 2"-20'	PDM	142SQTUB	FT	\$7.00
442	Steel	095-10-9115	TUBING, STEEL, SQ., 1/4" X 2 1/2" X 2 1/2"-20'	PDM	142HSQTUB	FT	\$9.14
443	Steel	095-10-9157	STEEL BAR, 3/8" X 8"	PDM	388SB	EA	\$1.35
444	Steel	095-15-2140	PLATE, STEEL, 1/4" X 12"	PDM	1412SP	FT	\$1.40
445	Steel	095-15-2150	PLATE, STEEL, 1/4" X 48" X 96"	PDM	144896SP	SF	\$1.16
446	Steel	095-15-4137	STEEL, SHEET, HOT ROLLED, 1/8" X 48" X 96"	PDM	144896SPR	SF	\$1.31
447	Steel	095-20-5845	STEEL, ANGLE,1/4 X 2- 1/2 IN	PDM	142HAS	FT	\$1.26
448	Tie Rods	053-44-5920	TIE ROD, TENSIONING, THREADED, W/NUT, 5/8" X 12"	ITP	58TR12	EA	\$2.15
449	Tie Rods	053-44-5925	TIE ROD, TENSIONING, THREADED, W/NUT, 5/8" X 16"	ITP	58TR16	EA	\$3.00

In the event a specific item is not identified under Aggregate 2, Contractor may sell those items based on the

Line	Plumbing Category	CCSF Maximo Item # (For City Reference Only)	Description & Size	Manufacturer	Model/SKU	UOM	Unit Price
450	Tie Rods	053-44-5930	TIE ROD, TENSIONING, THREADED, W/NUT, 5/8" X 21"	ITP	58TR21	EA	\$3.80
451	Tie Rods	053-44-5933	TIE ROD, TENSIONING, THREADED, W/NUT, 5/8" X 24"	ITP	58TR24	EA	\$4.45
452	Tie Rods	053-44-5935	TIE ROD, TENSIONING, THREADED, 5/8"X28"	ITP	58TR28	EA	\$4.30
453	Tie Rods	053-44-5940	TIE ROD, TENSIONING, THREADED, 5/8"X32"	ITP	58TR32	EA	\$5.35
454	Tie Rods	053-44-5950	TIE ROD, TENSIONING, THREADED, W/NUT, 5/8" X 36"	ITP	58TR36	EA	\$5.57
455	Tie Rods	053-44-5960	TIE ROD, TENSIONING, THREADED, W/NUT, 5/8" X 42"	ITP	58TR42	EA	\$7.09
456	Tie Rods	053-44-5970	TIE ROD, TENSIONING, THREADED, 5/8"X48"	ITP	58TR48	EA	\$6.88
457	Tie Rods	053-44-6030	TIE ROD, TENSIONING, THREADED, W/NUT,3/4" X 12"	ITP	34TR12	EA	\$3.17

In the event a specific item is not identified under Aggregate 2, Contractor may sell those items based on the

Line	Plumbing Category	CCSF Maximo Item # (For City Reference Only)	Description & Size	Manufacturer	Model/SKU	UOM	Unit Price
458	Tie Rods	053-44-6035	TIE ROD, TENSIONING, THREADED, W/NUT, 3/4" X 16"	ITP	34TR16	EA	\$4.15
459	Tie Rods	053-44-6040	TIE ROD, TENSIONING, THREADED, W/NUT, 3/4" X 20"	TENSIONING, THREADED, W/NUT, 3/4" X ITP 34TR20		EA	\$4.67
460	Tie Rods	053-44-6045	TIE ROD, TENSIONING, THREADED, W/NUT, 3/4" X 24"	ITP	34TR24	EA	\$6.34
461	Tie Rods	053-44-6050	TIE ROD, TENSIONING, THREADED, W/NUT, 3/4" X 28"	ITP	34TR28	EA	\$6.53
462	Tie Rods	053-44-6055	TIE ROD, TENSIONING, THREADED, W/NUT, 3/4" X 32"	ITP	34TR32	EA	\$7.80
463	Tie Rods	053-44-6060	TIE ROD, TENSIONING, THREADED, W/NUT, 3/4" X 36"	ITP	34TR36	EA	\$8.06
464	Tie Rods	053-44-6070	TIE ROD, TENSIONING, THREADED, 3/4"X42"	ITP	34TR42	EA	\$10.00
465	Tie Rods	053-44-6090	TIE ROD, TENSIONING, THREADED, W/NUT, 3/4" X 48"	ITP	34TR48	EA	\$10.17

In the event a specific item is not identified under Aggregate 2, Contractor may sell those items based on the

disco	discount percentage off of manufacturer's list price set forth under Aggregate 1.						
Line	Plumbing Category	CCSF Maximo Item # (For City Reference Only)	Description & Size	Manufacturer	Model/SKU	UOM	Unit Price
466	Tie Rods	053-44-6100	TIE ROD, TENSIONING, THREADED, 3/4"X60"	ITP	34TR60	EA	\$15.00
467	Tie Rods	053-44-6120	TIE ROD, TENSIONING, THREADED, 3/4"X84"	ITP	34TR84	EA	\$29.14
468	Tie Rods	053-44-6180	TIE ROD, TENSIONING, THREADED, 1"X60"	ITP	01TR60	EA	\$33.71
469	Tie Rods	053-44-6230	TIE ROD, TENSIONING' THREADED. 1- 1/4"X60	ITP	114TR60	EA	\$66.18
470	Tie Rods	053-44-6238	TIE ROD, ALL THREADED A307 5/8"-11 X 10'	ITP	58TR120	EA	\$19.51
471	Tie Rods	053-44-6240	TIE ROD, ALL THREADED A370 3/4"-10 X 10'	ITP	34TR120	EA	\$29.14
472	Tie Rods	053-44-6242	TIE ROD, TENSIONING, THREADED, 1- 1/4"X72"	ITP	114TR72	EA	\$64.38

Appendix C

Regulatory and Compliance Requirements

1. Delivery.

Contractor must comply with the following delivery requirements.

- A. **Notice of Delivery:** Prior to all deliveries, Contractor shall provide scheduled delivery dates to the ordering department. Any deliveries made without prior scheduling will be rejected by the department with no additional costs incurred.
- B. **Hours of Delivery:** All deliveries shall be made and accepted at the City location indicated by the ordering department between the hours of 8:00 A.M. and 5:00 P.M., unless otherwise mutually agreed upon in writing on an individual order basis.
- C. **Delivery Lead Time:** Upon receiving an order from City, Contractor will be required to fulfill City's order and complete its delivery in seven (7) business days or less for Aggregate 1 items and in three (3) business days or less for Aggregate 2 items, measured from the time an order is received from City, unless otherwise agreed to in writing by the parties. City and Contractor may establish a mutually agreed upon reoccurring delivery schedule.
- D. **Delivery Locations:** Contractor shall make deliveries as required by various City departments, in the quantities and frequencies individually requested and within the time required, so as not to interrupt City services and operations.
- E. **Substitutions:** No substitutions will be allowed unless approved in advance in writing by City.
- F. **Emergency Deliveries:** Emergency deliveries shall be delivered by best means possible. Should the emergency delivery cause City to incur additional costs not contemplated by this Agreement, Contractor shall obtain City's prior approval. Contractor shall notify City of the estimated time of delivery.
- G. **Back Orders:** Contractor shall notify the ordering department immediately if it is unable to deliver the items and/or quantity ordered. Contractor must notify and obtain approval from the ordering department prior to delivery of any back-ordered items. Department may reject back-ordered items at no additional costs incurred to the City. In the event that back-ordered items are delayed in excess of five (5) business days, the City reserves the right to reject partial shipment or cancel the item(s) ordered from the Agreement, at no additional cost incurred to the City.
- H. **Packing Slips:** All deliveries must include a packing slip and must provide the following information:
 - 1. Complete description including manufacturer's name and part number,
 - 2. Quantity ordered,
 - 3. Agreement number and contract item numbers,
 - 4. Back-ordered items and amount back-ordered,
 - 5. Date back-ordered items will be delivered, and
 - 6. Purchase order number.

2. Additional Goods.

If, in the satisfaction of governmental interests it is necessary to purchase additional Goods from Contractor, additional Goods may be added to this Agreement by mutual agreement of the Parties in accordance with Chapter 21 of the San Francisco Administrative Code.

- 3. Reserved.
- 4. Other Requirements.
 - A. **Hours of Operation:** Contractor must maintain normal business hours of at least 8:00 A.M. to 5:00 P.M., Monday through Friday or normal business hours that are otherwise consistent with industry standard business hours, throughout the term of the Agreement, and be open at all times during that period.
 - B. **Support:** Contractor shall be responsible for providing technical support and assistance to the City through Contractor's own personnel, equipment and facilities as well as through manufacturer's technical representatives. As part of this technical support and assistance, the Contractor shall provide personnel with in-depth technical knowledge of the products the Contractor is providing under this Agreement, to answer questions and offer any assistance required by City personnel, during City business hours (8:00 A.M. 5:00 P.M.).
 - C. **ADA Compliance:** Contractor's warehouse facility shall comply with Title III of the Americans with Disabilities Act Regulations (including Title 3 Accessibility Guidelines), and Title 24, State of California Building Code (California Accessibility Regulations) regarding handicapped persons' accessibility.
 - D. **Infectious Disease Terms:** Contractors required to perform physical activities on City property that places Contractor or its employees in proximity to medical patients, including but not limited to San Francisco Department of Public Health facilities where patient care or counseling is performed, shall be subject to the following requirements, as applicable:

1. Infection Control, Health and Safety:

- a. Contractor must have a Bloodborne Pathogen (BBP) Exposure Control plan for its employees, agents and subcontractors as defined in the California Code of Regulations, Title 8, Section 5193, Bloodborne Pathogens (http://www.dir.ca.gov/title8/5193.html), and demonstrate compliance with all requirements including, but not limited to, exposure determination, training, immunization, use of personal protective equipment and safe needle devices, maintenance of a sharps injury log, post-exposure medical evaluations, and recordkeeping.
- b. Contractor must demonstrate personnel policies/procedures for protection of its employees, agents, subcontractors and clients from other communicable diseases prevalent in the population served. Such policies and procedures shall include, but not be limited to,

- work practices, personal protective equipment, staff/client Tuberculosis (TB) surveillance, training, etc.
- c. Contractor must demonstrate personnel policies/procedures for Tuberculosis (TB) exposure control consistent with the Centers for Disease Control and Prevention (CDC) recommendations for health care facilities and based on the Francis J. Curry National Tuberculosis Center: Template for Clinic Settings, as appropriate.
- d. Contractor must demonstrate personnel policies/procedures for COVID-19 exposure control consistent with CDC recommendations, Cal/OSHA regulations, SF DPH Health Orders, Directives, and Guidance. The Contractor's attention is directed to Cal/OSHA's new 8 CCR 3205 COVID-19 Prevention Emergency Temporary Standard and/or any successor regulations.
- e. Contractor is responsible for site conditions, equipment, health and safety of their employees, and all other persons who work or visit the job site.
- f. Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as BBP and TB and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.
- g. Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.
- h. Contractor assumes responsibility for procuring all medical equipment and supplies for use by its employees, agents and subcontractors, including safe needle devices, and provides and documents all appropriate training.
- Contractor shall demonstrate compliance with all state and local regulations with regard to handling and disposing of medical waste.

2. Aerosol Transmissible Disease Program, Health and Safety:

- a. Contractor must have an Aerosol Transmissible Disease (ATD) Program as defined in the California Code of Regulations, Title 8, Section 5199, Aerosol Transmissible Diseases (http://www.dir.ca.gov/Title8/5199.html), and demonstrate compliance with all requirements including, but not limited to, exposure determination, screening procedures, source control measures, use of personal protective equipment, referral procedures, training, immunization, post-exposure medical evaluations/follow-up, and recordkeeping.
- b. Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as Aerosol Transmissible Disease and demonstrate appropriate policies and

- procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.
- c. Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.
- d. Contractor assumes responsibility for procuring all medical equipment and supplies for use by their employees, agents, subcontractors including Personnel Protective Equipment such as respirators, and provides and documents all appropriate training.
- e. If/when Contractor determines that they do not fall under the requirements of 8 CCR 5199 Contractor is directed to Cal/OSHA's Emergency Temporary Standard for COVID-19, 8 CCR 3205, which applies to all employers who do not fall under 8 CCR 5199 but for who's employees have potential for exposure to COVID-19.

Appendix D

Reserved (Business Associate Agreement)

Appendix E

Reserved (Sweatfree Ordinance Forms P-12U-C and 12U-I)

San Francisco Office of the City Administrator City Administrator Carmen Chu

Plumbing Supplies Contract (TC75001)

File 24-1009

Office of Contract Administration

Board of Supervisors' Budget and Finance Committee November 13, 2024

Contract Summary

- PeopleSoft Contract ID: 1000034314
- Covered goods: Plumbing supplies for all city departments to use.
- Awarded contractor: Underground Republic Water Works, Inc. ("Underground"), selected through an Invitation for Bids ("IFB", Sourcing Event ID 0000009352) issued by the Office of Contract Administration (OCA) in July 2024.
- Initial contract not to exceed amount and duration: \$36,000,000, commencing on January 1, 2025 and ending on December 31, 2029, with the option to extend the term for two additional years through December 31, 2031.

Background

- Between 2021 and 2023, City departments encumbered approx. \$31 million dollars for the procurement of plumbing supplies (an average \$10.3 million dollars per year).
- The primary users of plumbing supplies are the San Francisco Public Utilities Commission ("PUC") and Department of Public Works ("DPW").
- The bulk of these purchase (nearly 87%) is associated with Term Contracts established through OCA, making OCA's contracts for plumbing supplies essential to maintaining City operations.

Sourcing Event 0000009352

- OCA issued an Invitation for Bids on July 14, 2024 under Sourcing Event 0000009352.
- Sourcing Event 0000009352 consisted of two Aggregates. Aggregate 1 was based on all items carried by certain named manufacturers. Aggregate 2 was for 472 individual products procured primarily by PUC.
- Awards were based on a Bidder meeting the Minimum Qualifications and being the lowest responsive Bidder based on price.
- Underground was deemed the lowest responsive Bidder for Lines 7, 8, 9, 11, 13, 16, 18, 26, and 29 in Aggregate 1 and the entirety of Aggregate 2.

Contract Pricing Structure

- Aggregate 1: Award based on the Bidder(s) offering the greatest discount off of the Manufacturer List Price ("MLP").
 - Underground's discounts off of MLP for the manufacturers identified in Lines 7, 8, 9, 11, 13, 16, 18, 26, and 29 in Aggregate 1 range from 20% to 60%.
- Aggregate 2: Award based on specific pricing for 472 individual items. Pricing for these items can be adjusted annually.

Conclusion

- OCA's contracts for plumbing supplies are essential to maintaining City operations.
- Contract ID 1000034314 with Underground will provide these essential items to City departments for a duration of up to 7 years.
- OCA respectfully requests that the Board approve this contract to allow City departments (and particularly PUC and DPW) to continue procuring plumbing supplies, thereby ensuring uninterrupted continuation of their operations.

Reference materials

Table 1: Total PO Encumbrances by City Departments between 2021-2023 for Plumbing Supplies

Department	20	021	2022		2023		Grand	Total	Annua	al Average
PUC	\$	7,341,493	\$ 10	0,045,492	\$ 6	6,369,363	\$ 2	23,756,348	\$	7,918,783
DPW	\$	1,048,542	\$ 1	1,248,539	\$ 1	1,494,546	\$	3,791,626	\$	1,263,875
AIR	\$	344,993	\$	401,224	\$	827,141	\$	1,573,358	\$	524,453
DPH	\$	89,502	\$	161,640	\$	376,199	\$	627,341	\$	209,114
MTA	\$	190,086	\$	58,622	\$	73,069	\$	321,777	\$	107,259
REC	\$	28,661	\$	110,557	\$	111,359	\$	250,577	\$	83,526
ADM	\$	54,659	\$	32,400	\$	107,207	\$	194,266	\$	64,755
PRT	\$	21,378	\$	19,486	\$	151,779	\$	192,643	\$	64,214
LIB	\$	15,629	\$	26,944	\$	61,974	\$	104,548	\$	34,849
FIR	\$	4,097	\$	31,542	\$	38,120	\$	73,759	\$	24,586
SHF	\$	20,646	\$	17,528	\$	19,373	\$	57,547	\$	19,182
JUV	\$	13,533	\$	13,703	\$	29,550	\$	56,786	\$	18,929
HSA	\$	1,956	\$	12,877	\$	9,998	\$	24,830	\$	8,277
ART	\$	11,271					\$	11,271	\$	3,757
Grand Total	\$	9,186,445	\$ 12	2,180,554	\$ 9	9,669,678	\$ 3	31,036,677	\$	10,345,559

Table 2: Total PO Encumbrances by PS Contract ID between 2021-2023 for Plumbing Supplies

Contract ID	:	2021	:	2022	2	2023	Gra	and Total	% of Total
1000014803 (OCATC)	\$	1,177,606	\$	2,225,866	\$ 2	2,378,416	\$	5,781,889	19%
1000014804 (OCATC)	\$	1,085,497	\$	1,909,977	\$ 2	2,258,704	\$	5,254,177	17%
1000016993 (OCATC)	\$	1,081,037	\$	1,125,184	\$ 1	L,656,506	\$	3,862,728	12%
1000020515 (OCATC)	\$	1,236,897	\$	551,702	\$	349,148	\$	2,137,747	7%
1000022763 (OCATC)	\$	296,225	\$	647,216	\$	695,764	\$	1,639,204	5%
1000023407 (OCATC)	\$	369,803	\$	1,108,669			\$	1,478,472	5%
1000014800 (OCATC)	\$	229,498	\$	559,911	\$	499,251	\$	1,288,660	4%
1000019857 (OCATC)	\$	805,096	\$	194,919	\$	244,282	\$	1,244,297	4%
1000020871 (OCATC)			\$	640,823	\$	249,568	\$	890,391	3%
1000023661 (OCATC)			\$	466,883	\$	384,460	\$	851,343	3%
1000001656 (OCA TC)	\$	810,719	9	-			\$	810,719	3%
1000018958 (OCATC)	\$	343,833	\$	181,370	\$	239,825	\$	765,028	2%
1000020686 (OCATC)	\$	260,394	\$	176,076			\$	436,469	1%
1000025845 (OCATC)			\$	88,820	\$	198,944	\$	287,764	1%
1000001583 (OCATC)	\$	195,532					\$	195,532	1%
1000020466 (OCATC)			\$	111,434	\$	1,804	\$	113,237	0%
1000008931 (OCATC)	\$	50,703					\$	50,703	0%
1000024166 (OCATC)			\$	34,068			\$	34,068	0%
1000013827 (OCATC)	\$	7,807	5	-			\$	7,807	0%
1000030384 (AIR Dept Contract)					\$	10,000	\$	10,000	0%
1000026419 (AIR Dept Contract)			\$	8,542			\$	8,542	0%
No Contract	\$	1,235,799	\$	2,149,093	\$	503,007	\$	3,887,899	13%
Grand Total	\$	9,186,445	\$ 1	2,180,554	\$ 9	9,669,678	\$	31,036,677	100%

Table 3: Summary of all Aggregate 1 Awards under Sourcing Event 0000009352

Line	Manufacturer	Bidders	Awarded	Awarded Bidders' % off of
1	AB&I	Ferguson Enterprises Inc Sigillo Supply Inc	Ferguson Enterprises Inc Sigillo Supply Inc	MFR's List Price 1. 46% 2. 42%
2	ACIPCO / American Ductile	Ferguson Enterprises Inc	Ferguson Enterprises Inc	1. 20%
3	Bell & Gossett	 Ferguson Enterprises Inc Fluid Gauge Company Sigillo Supply Inc 	Fluid Gauge Company Sigillo Supply Inc	1. 25% 2. 20%
4	Bline	 Ferguson Enterprises Inc Fluid Gauge Company Sigillo Supply Inc 	Fluid Gauge Company Sigillo Supply Inc	1. 40% 2. 15%
5	Brecco	Core & Main LP Ferguson Enterprises Inc	 Core & Main LP Ferguson Enterprises Inc 	1. 40% 2. 5%
6	Charlotte Pipe and Foundry Co.	 Ferguson Enterprises Inc Sigillo Supply Inc 	 Ferguson Enterprises Inc Sigillo Supply Inc 	1. 15% 2. 42%
7	Clow	Core & Main LP Ferguson Enterprises Inc Underground Republic Water Works, Inc.	Core & Main LP Underground Republic Water Works, Inc.	1. 42% 2. 20%
8	EBAA	Core & Main LP Ferguson Enterprises Inc Underground Republic Water Works, Inc.	 Ferguson Enterprises Inc Underground Republic Water Works, Inc. 	1. 45% 2. 50%

Table 3: Summary of all Aggregate 1 Awards under Sourcing Event 0000009352 Cont.

Line	Manufacturer	Bidders	Awarded	Awarded Bidders' % off of	
				MFR's List Price	
9	Febco	1. Best Plumbing	1. Core & Main LP	1. 42%	
		Specialties Inc	2. Ferguson Enterprises	2. 42%	
		2. Core & Main LP	Inc	3. 48%	
		3. Ferguson Enterprises Inc	3. Underground Republic		
		4. Fluid Gauge Company	Water Works, Inc.		
		5. Sigillo Supply Inc	Note: Three contracts are		
		6. Underground Republic	awarded due to a tie between		
		Water Works, Inc.	Core & Main LP and		
			Ferguson Enterprises Inc.		
10	Ford Mtr Box Co.	1. Core & Main LP	1. Core & Main LP	1. 40%	
		2. Ferguson Enterprises Inc	2. Ferguson Enterprises	2. 41%	
			Inc		
11	Hymax	1. Core & Main LP	1. Ferguson Enterprises	1. 42%	
		2. Ferguson Enterprises Inc	Inc	2. 45%	
		3. Underground Republic	2. Underground Republic		
		Water Works, Inc.	Water Works, Inc.		
12	Industrial Valco	1. Core & Main LP	1. Fluid Gauge Company	1. 55%	
		2. Ferguson Enterprises Inc	2. Sigillo Supply Inc	2. 20%	
		3. Fluid Gauge Company			
		4. Sigillo Supply Inc			
		5. Underground Republic			
		Water Works, Inc.			
13	James Jones	1. Core & Main LP	1. Core & Main LP	1. 40%	
	Company	2. Ferguson Enterprises Inc	2. Underground Republic	2. 30%	
		3. Underground Republic	Water Works, Inc.		
		Water Works, Inc.			

Table 3: Summary of all Aggregate 1 Awards under Sourcing Event 0000009352 Cont.

Line	Manufacturer	Bidders	Awarded	Awarded Bidders' % off of
2	1/14.14.14.14.14.14.14.14.14.14.14.14.14.1	214417	12//11/11/11/11	MFR's List Price
14	Master Meter	 Core & Main LP Ferguson Enterprises Inc Underground Republic Water Works, Inc. 	Core & Main LP Ferguson Enterprises Inc	1. 50% 2. 5%
15	Merit Brass Co.	 Core & Main LP Ferguson Enterprises Inc Fluid Gauge Company Sigillo Supply Inc Underground Republic Water Works, Inc. 	Core & Main LP Sigillo Supply Inc	1. 65% 2. 70%
16	Midland Metal / Midland Industries	 Core & Main LP Ferguson Enterprises Inc Fluid Gauge Company Sigillo Supply Inc Underground Republic Water Works, Inc. 	Sigillo Supply Inc Underground Republic Water Works, Inc.	1. 70% 2. 60%
17	Milwaukee Electric Tool Corp.	 Core & Main LP Ferguson Enterprises Inc Fluid Gauge Company Sigillo Supply Inc Underground Republic Water Works, Inc. 	Fluid Gauge Company Sigillo Supply Inc	1. 15% 2. 10%
18	Mueller	Core & Main LP Ferguson Enterprises Inc Underground Republic Water Works, Inc.	Core & Main LP Underground Republic Water Works, Inc.	1. 30% 2. 30%

Table 3: Summary of all Aggregate 1 Awards under Sourcing Event 0000009352 Cont.

Line	Manufacturer	Bidders	Awarded	Awarded Bidders' % off of	
				MFR's List Price	
19	Mueller	1. Core & Main LP	Fluid Gauge Company	1. 75%	
	Streamline Co.	2. Ferguson Enterprises Inc	2. Sigillo Supply Inc	2. 47.5%	
		3. Fluid Gauge Company			
		4. Sigillo Supply Inc			
		5. Underground Republic			
		Water Works, Inc.			
20	Nibco Inc.	1. Core & Main LP	1. Ferguson Enterprises	1. 40%	
		2. Ferguson Enterprises Inc	Inc	2. 62%	
		3. Fluid Gauge Company	2. Sigillo Supply Inc		
		4. Sigillo Supply Inc			
21	PDM STL SERV	1. Core & Main LP	1. Core & Main LP	1. 10%	
		2. Ferguson Enterprises Inc	2. Ferguson Enterprises	2. 5%	
		3. Underground Republic	Inc		
		Water Works, Inc.			
22	PROFLO	1. Ferguson Enterprises Inc	Ferguson Enterprises	1. 40%	
			Inc		
23	Smith-Blair	1. Core & Main LP	1. Core & Main LP	1. 30%	
		2. Ferguson Enterprises Inc	2. Sigillo Supply Inc	2. 10%	
		3. Fluid Gauge Company			
		4. Sigillo Supply Inc			
24	Spartan Tool,	1. Ferguson Enterprises Inc	1. Fluid Gauge Company	1. 15%	
	LLC	2. Fluid Gauge Company	2. Sigillo Supply Inc	2. 5%	
		3. Sigillo Supply Inc			

Table 3: Summary of all Aggregate 1 Awards under Sourcing Event 0000009352 Cont.

Line	Manufacturer	Bidders		Awarded		Awarded Bidders' % off of	
						MFR's List Price	
25	Spears	1. Core & Main LP	1.	Core & Main LP	1.	50%	
	Manufacturing	2. Ferguson Enterprises Inc	2.	Sigillo Supply Inc	2.	45%	
	Co.	3. Fluid Gauge Company					
		4. Sigillo Supply Inc					
		5. Underground Republic					
		Water Works, Inc.					
26	Tyler	1. Core & Main LP	1.	Ferguson Enterprises	1.	46%	
		2. Ferguson Enterprises Inc		Inc	2.	52%	
		3. Underground Republic	2.	Underground Republic			
		Water Works, Inc.		Water Works, Inc.			
27	US Pipe	1. Core & Main LP	1.	Core & Main LP	1.	10%	
					_	-10/	
28	Victaulic	1. Core & Main LP	1.	Ferguson Enterprises	1.	51%	
		2. Ferguson Enterprises Inc	١.	Inc	2.	50%	
20	***	3. Fluid Gauge Company	2.	Fluid Gauge Company		450/	
29	Watts	1. Best Plumbing	1.	Core & Main LP	1.	45%	
		Specialties Inc	2.	Underground Republic	2.	48%	
		2. Core & Main LP		Water Works, Inc.			
		3. Ferguson Enterprises Inc					
		4. Fluid Gauge Company					
		5. Sigillo Supply Inc					
		6. Underground Republic					
20	3.6' 11	Water Works, Inc.		FI '1 G G		4007	
30	Miscellaneous	1. Core & Main LP	1.	Fluid Gauge Company	1.	40%	
	Group of 106	2. Ferguson Enterprises Inc	2.	Sigillo Supply Inc	2.	20%	
	MFRs	3. Fluid Gauge Company					
		4. Sigillo Supply Inc					

Table 4: Summary of Aggregate 2 Award under Sourcing Event 0000009352

Aggrega	te	e Bidders		Awarded			
2		1.	Core & Main LP	1.	Underground Republic Water Works, Inc.		
		2.	Underground Republic Water Works, Inc.				

Table 5: Contract NTE Calculations for Contract ID 1000034314 with Underground Republic Water Works, Inc.

Water Works, Inc. (Contract ID 1000034314)	Water Works, Inc. (Contract ID		Contract NTE (7 Years)
Aggregate 1, Line 7	20% off of MFR's List Price	\$100,000 (Advertised NTE)	\$140,000 (Advertised NTE Proportionally Increased)
Aggregate 1, Line 8 50% off of MFR's List Price		\$1,000,000 (Advertised NTE)	\$1,400,000 (Advertised NTE Proportionally Increased)
Aggregate 1, Line 9 48% off of MFR's List Price		\$100,000 (Advertised NTE)	\$140,000 (Advertised NTE Proportionally Increased)
Aggregate 1, Line 11 45% off of MFR's List Price		\$100,000 (Advertised NTE)	\$140,000 (Advertised NTE Proportionally Increased)
Aggregate 1, Line 13 30% off of MFR's List Price		\$100,000 (Advertised NTE)	\$140,000 (Advertised NTE Proportionally Increased)
Aggregate 1, Line 16	60% off of MFR's List Price	\$100,000 (Advertised NTE)	\$140,000 (Advertised NTE Proportionally Increased)
Aggregate 1, Line 18	30% off of MFR's List Price	\$1,000,000 (Advertised NTE)	\$1,400,000 (Advertised NTE Proportionally Increased)
Aggregate 1, Line 26	52% off of MFR's List Price	\$1,000,000 (Advertised NTE)	\$1,400,000 (Advertised NTE Proportionally Increased)
Aggregate 1, Line 29 48% off of MFR's List Price		\$100,000 (Advertised NTE)	\$140,000 (Advertised NTE Proportionally Increased)
Aggregate 2 (Specific Products List) \$5,904,395.84		\$29,521,979.20 (Bid Amount)	\$41,330,770.88 (Bid Amount)
Total Estimated Spend		\$33,121,979.20	\$46,370,770.88
Estimated Sales Tax (8.6	25%)	\$2,856,770.71	\$3,999,478.99
Total Contract NTE Rou	inded to the Nearest 100,000	\$36,000,000	\$50,400,000

City and County of San Francisco

London N. Breed, Mayor



Office of the City Administrator

Carmen Chu, City Administrator Sailaja Kurella, Director Office of Contract Administration/Purchasing

DATE: October 3, 2024

TO: Angela Calvillo, Clerk of the Board

FROM: Taraneh Moayed, Assistant Director of Office of Contract Administration (OCA) and Purchaser

SUBJECT: Resolution to approve Peoplesoft Contract ID 1000034314 (TC 75001) for Citywide Plumbing

Supplies

Enclosed please find the proposed Resolution from the Office of Contract Administration (OCA) requesting that the Board of Supervisors authorize Contract 1000034314 with Underground Republic Water Works, Inc. ("Underground") for citywide plumbing supplies. The proposed contract will have a not to exceed ("NTE") amount of \$50,400,000 and an initial term of five (5) years, with the option to extend the term for two (2) additional years, for a total contract duration of seven (7) years. The anticipated contract start date is January 1, 2025.

Background

Between 2021 and 2023, City departments encumbered approximately \$31 million dollars for the procurement of plumbing supplies, or an average of \$10.3MM per year. The primary user of plumbing supplies are the San Francisco Public Utilities Commission ("PUC") and Department of Public Works ("DPW"). Total PO encumbrances by City departments between 2021-2023 for plumbing supplies is provided in Table 1 below.

Table 1: Total PO Encumbrances by City Departments between 2021-2023 for Plumbing Supplies

Department	2021		2022		2023		Grand Total		Annual Average	
PUC	\$	7,341,493	\$	10,045,492	\$	6,369,363	\$ 2	23,756,348	\$	7,918,783
DPW	\$	1,048,542	\$	1,248,539	\$	1,494,546	\$	3,791,626	\$	1,263,875
AIR	\$	344,993	\$	401,224	\$	827,141	\$	1,573,358	\$	524,453
DPH	\$	89,502	\$	161,640	\$	376,199	\$	627,341	\$	209,114
MTA	\$	190,086	\$	58,622	\$	73,069	\$	321,777	\$	107,259
REC	\$	28,661	\$	110,557	\$	111,359	\$	250,577	\$	83,526
ADM	\$	54,659	\$	32,400	\$	107,207	\$	194,266	\$	64,755
PRT	\$	21,378	\$	19,486	\$	151,779	\$	192,643	\$	64,214
LIB	\$	15,629	\$	26,944	\$	61,974	\$	104,548	\$	34,849
FIR	\$	4,097	\$	31,542	\$	38,120	\$	73,759	\$	24,586
SHF	\$	20,646	\$	17,528	\$	19,373	\$	57,547	\$	19,182
JUV	\$	13,533	\$	13,703	\$	29,550	\$	56,786	\$	18,929
HSA	\$	1,956	\$	12,877	\$	9,998	\$	24,830	\$	8,277
ART	\$	11,271					\$	11,271	\$	3,757
Grand Total	\$	9,186,445	\$	12,180,554	\$	9,669,678	\$:	31,036,677	\$	10,345,559

¹ This amount is based on Total PO encumbrances for City's primary suppliers of plumbing supplies during 2021, 2022 and 2023: Cal-Steam A Wolseley Company (Supplier ID 0000023480), Core & Main LP (Supplier ID 0000019146), Ferguson Enterprises Inc (Supplier ID 0000020252), Ferguson Waterworks (Supplier ID 0000020250), Fluid Gauge Company (Supplier ID 0000003278), Global Microsystems Inc (Supplier ID 0000043810), Iconix Water Works, Inc. (Supplier ID 0000044927), Sigillo Supply Inc (Supplier ID 0000003096), and Underground Republic Water Works, Inc. (Supplier ID 0000047915).

London N. Breed, Mayor



Office of the City Administrator

Carmen Chu, City Administrator Sailaja Kurella, Director Office of Contract Administration/Purchasing

During this period, City departments procured plumbing supplies through a combination of OCA Term Contracts, department issued contracts and stand-alone purchase orders not associated with any contracts. However, as shown in Table 2 below, the bulk of these purchase (nearly 87%) is associated with Term Contracts established through OCA, making OCA's contracts essential to maintaining City operations.

Table 2: Total PO Encumbrances by PS Contract ID between 2021-2023 for Plumbing Supplies

	 		3 11			
Contract ID	2021	2022	2023	G	rand Total	% of Total
1000014803 (OCATC)	\$ 1,177,606	\$ 2,225,866	\$ 2,378,416	\$	5,781,889	19%
1000014804 (OCATC)	\$ 1,085,497	\$ 1,909,977	\$ 2,258,704	\$	5,254,177	17%
1000016993 (OCATC)	\$ 1,081,037	\$ 1,125,184	\$ 1,656,506	\$	3,862,728	12%
1000020515 (OCATC)	\$ 1,236,897	\$ 551,702	\$ 349,148	\$	2,137,747	7%
1000022763 (OCATC)	\$ 296,225	\$ 647,216	\$ 695,764	\$	1,639,204	5%
1000023407 (OCATC)	\$ 369,803	\$ 1,108,669		\$	1,478,472	5%
1000014800 (OCATC)	\$ 229,498	\$ 559,911	\$ 499,251	\$	1,288,660	4%
1000019857 (OCATC)	\$ 805,096	\$ 194,919	\$ 244,282	\$	1,244,297	4%
1000020871 (OCATC)		\$ 640,823	\$ 249,568	\$	890,391	3%
1000023661 (OCATC)		\$ 466,883	\$ 384,460	\$	851,343	3%
1000001656 (OCATC)	\$ 810,719	\$ -		\$	810,719	3%
1000018958 (OCATC)	\$ 343,833	\$ 181,370	\$ 239,825	\$	765,028	2%
1000020686 (OCATC)	\$ 260,394	\$ 176,076		\$	436,469	1%
1000025845 (OCATC)		\$ 88,820	\$ 198,944	\$	287,764	1%
1000001583 (OCATC)	\$ 195,532			\$	195,532	1%
1000020466 (OCATC)		\$ 111,434	\$ 1,804	\$	113,237	0%
1000008931 (OCATC)	\$ 50,703			\$	50,703	0%
1000024166 (OCATC)		\$ 34,068		\$	34,068	0%
1000013827 (OCATC)	\$ 7,807	\$ -		\$	7,807	0%
1000030384 (AIR Dept Contract)			\$ 10,000	\$	10,000	0%
1000026419 (AIR Dept Contract)		\$ 8,542		\$	8,542	0%
No Contract	\$ 1,235,799	\$ 2,149,093	\$ 503,007	\$	3,887,899	13%
Grand Total	\$ 9,186,445	\$ 12,180,554	\$ 9,669,678	\$	31,036,677	100%

London N. Breed, Mayor



Office of the City Administrator

Carmen Chu, City Administrator Sailaja Kurella, Director Office of Contract Administration/Purchasing

Invitation for Bids (Sourcing Event 0000009352)

On July 24, 2024, OCA issued an Invitation for Bids ("IFB") for plumbing supplies through Sourcing Event 0000009352. The purpose of the IFB was to replace OCA's expired and/or expiring contracts for plumbing supplies.² The IFB consisted of two (2) aggregates, each of which is summarized below:

- Aggregate 1 consisted of 30 lines, each representing different manufacturers. Each line in Aggregate 1 was awarded separately to the two lowest responsive bidders that met the Minimum Qualifications for that Line. Bidders were not required to bid on all Lines in Aggregate 1.
- Aggregate 2 consisted of 472 lines representing specific products procured primarily by PUC. Bidders for this Aggregate were required to bid on all 472 lines and an award was made to the lowest responsive bidder for all lines and who met the Minimum Qualifications for Aggregate 2.

Award

As per the IFB, if a Bidder was awarded more than one Aggregate or Aggerate Line, their awards would be combined into a single contract. As a result, the IFB has resulted in the award of five (5) contracts to five (5) suppliers based on the awards outlined in Tables 3 and 4 below. With respect to Underground, specifically, it was deemed the lowest responsible and responsive Bidder for Lines 7, 8, 9, 11, 13, 16, 18, 26, and 29 in Aggregate 1 and the entirety of Aggregate 2, all of which has been combined into Contract 1000034314 for which Board approval is now being requested.

Table 3: Summary of all Aggregate 1 Awards under Sourcing Event 0000009352

Line	Manufacturer	Bidders	Awarded	Awarded Bidders' % off of MFR's List Price
1	AB&I	 Ferguson Enterprises Inc Sigillo Supply Inc 	 Ferguson Enterprises Inc Sigillo Supply Inc 	1. 46% 2. 42%
2	ACIPCO / American Ductile	Ferguson Enterprises Inc	1. Ferguson Enterprises Inc	1. 20%
3	Bell & Gossett	 Ferguson Enterprises Inc Fluid Gauge Company Sigillo Supply Inc 	 Fluid Gauge Company Sigillo Supply Inc 	1. 25% 2. 20%
4	Bline	 Ferguson Enterprises Inc Fluid Gauge Company 	 Fluid Gauge Company Sigillo Supply Inc 	1. 40% 2. 15%

² These contracts are:

PS Contract ID 1000014800 with Cal-Steam A Wolseley Company (Supplier ID 0000023480) expiring October 31, 2024.

PS Contract ID 1000014803 with Core & Main LP (Supplier ID 0000019146) expiring October 31, 2024.

[•] PS Contract ID 1000014804 with Sigillo Supply Inc (Supplier ID 0000003096) expiring October 31, 2024.

[•] PS Contract ID 1000016993 with Fluid Gauge Company (Supplier ID 0000003278) expiring January 31, 2027.

[•] PS Contract ID 1000018958 with Core & Main LP (Supplier ID 0000019146) expiring September 30, 2025.

PS Contract ID 1000019857 with Core & Main LP (Supplier ID 0000019146) expiring December 31, 2024.

[•] PS Contract ID 1000020274 with Ferguson Enterprises Inc (Supplier ID 0000020252) expired September 30, 2024.

[•] PS Contract ID 1000020466 with Iconix Water Works, Inc. (Supplier ID 0000044927) expired March 14, 2024.

[•] PS Contract ID 1000020515 with Core & Main LP (Supplier ID 0000019146) expiring December 31, 2024.

PS Contract ID 1000020686 with Core & Main LP (Supplier ID 0000019146) expired March 14, 2022.

[•] PS Contract ID 1000023407 with Core & Main LP (Supplier ID 0000019146) expiring October 14, 2026.

City and County of San Francisco London N. Breed, Mayor



Office of the City Administrator
Carmen Chu, City Administrator
Sailaja Kurella, Director
Office of Contract Administration/Purchasing

Line	Manufacturer	Bidders	Awarded	Awarded Bidders' % off of MFR's List Price
		3. Sigillo Supply Inc		
5	Brecco	 Core & Main LP Ferguson Enterprises Inc 	 Core & Main LP Ferguson Enterprises Inc 	1. 40% 2. 5%
6	Charlotte Pipe and Foundry Co.	 Ferguson Enterprises Inc Sigillo Supply Inc 	 Ferguson Enterprises Inc Sigillo Supply Inc 	1. 15% 2. 42%
7	Clow	 Core & Main LP Ferguson Enterprises Inc Underground Republic Water Works, Inc. 	Core & Main LP Underground Republic Water Works, Inc.	1. 42% 2. 20%
8	EBAA	 Core & Main LP Ferguson Enterprises Inc Underground Republic Water Works, Inc. 	Ferguson Enterprises Inc Underground Republic Water Works, Inc.	1. 45% 2. 50%
9	Febco	 Best Plumbing Specialties Inc Core & Main LP Ferguson Enterprises Inc Fluid Gauge Company Sigillo Supply Inc Underground Republic Water Works, Inc. 	 Core & Main LP Ferguson Enterprises Inc Underground Republic Water Works, Inc. Note: Three contracts are awarded due to a tie between Core & Main LP and Ferguson Enterprises Inc. 	1. 42% 2. 42% 3. 48%
10	Ford Mtr Box Co.	 Core & Main LP Ferguson Enterprises Inc 	 Core & Main LP Ferguson Enterprises Inc 	1. 40% 2. 41%
11	Hymax	 Core & Main LP Ferguson Enterprises Inc Underground Republic Water Works, Inc. 	 Ferguson Enterprises Inc Underground Republic Water Works, Inc. 	1. 42% 2. 45%
12	Industrial Valco	 Core & Main LP Ferguson Enterprises Inc Fluid Gauge Company Sigillo Supply Inc Underground Republic Water Works, Inc. 	Fluid Gauge Company Sigillo Supply Inc	1. 55% 2. 20%
13	James Jones Company	 Core & Main LP Ferguson Enterprises Inc Underground Republic Water Works, Inc. 	Core & Main LP Underground Republic Water Works, Inc.	1. 40% 2. 30%
14	Master Meter	 Core & Main LP Ferguson Enterprises Inc Underground Republic Water Works, Inc. 	No Award	No Award
15	Merit Brass Co.	 Core & Main LP Ferguson Enterprises Inc Fluid Gauge Company Sigillo Supply Inc Underground Republic Water Works, Inc. 	Core & Main LP Sigillo Supply Inc	1. 65% 2. 70%
16	Midland Metal / Midland Industries	Core & Main LP Ferguson Enterprises Inc	Sigillo Supply Inc Underground Republic	1. 70% 2. 60%

City and County of San Francisco London N. Breed, Mayor



Office of the City Administrator
Carmen Chu, City Administrator
Sailaja Kurella, Director
Office of Contract Administration/Purchasing

Line	Manufacturer	Bidders	Awarded	Awarded Bidders' % off of MFR's List Price
		 Fluid Gauge Company Sigillo Supply Inc Underground Republic Water Works, Inc. 	Water Works, Inc.	
17	Milwaukee Electric Tool Corp.	 Core & Main LP Ferguson Enterprises Inc Fluid Gauge Company Sigillo Supply Inc Underground Republic Water Works, Inc. 	Fluid Gauge Company Sigillo Supply Inc	1. 15% 2. 10%
18	Mueller	 Core & Main LP Ferguson Enterprises Inc Underground Republic Water Works, Inc. 	Core & Main LP Underground Republic Water Works, Inc.	1. 30% 2. 30%
19	Mueller Streamline Co.	 Core & Main LP Ferguson Enterprises Inc Fluid Gauge Company Sigillo Supply Inc Underground Republic Water Works, Inc. 	Fluid Gauge Company Sigillo Supply Inc	1. 75% 2. 47.5%
20	Nibco Inc.	 Core & Main LP Ferguson Enterprises Inc Fluid Gauge Company Sigillo Supply Inc 	Ferguson Enterprises Inc Sigillo Supply Inc	1. 40% 2. 62%
21	PDM STL SERV	 Core & Main LP Ferguson Enterprises Inc Underground Republic Water Works, Inc. 	Core & Main LP Ferguson Enterprises Inc	1. 10% 2. 5%
22	PROFLO	Ferguson Enterprises Inc	1. Ferguson Enterprises Inc	1. 40%
23	Smith-Blair	 Core & Main LP Ferguson Enterprises Inc Fluid Gauge Company Sigillo Supply Inc 	Core & Main LP Sigillo Supply Inc	1. 30% 2. 10%
24	Spartan Tool, LLC	 Ferguson Enterprises Inc Fluid Gauge Company Sigillo Supply Inc 	Fluid Gauge Company Sigillo Supply Inc	1. 15% 2. 5%
25	Spears Manufacturing Co.	 Core & Main LP Ferguson Enterprises Inc Fluid Gauge Company Sigillo Supply Inc Underground Republic Water Works, Inc. 	Core & Main LP Sigillo Supply Inc	1. 50% 2. 45%
26	Tyler	 Core & Main LP Ferguson Enterprises Inc Underground Republic Water Works, Inc. 	Ferguson Enterprises Inc Underground Republic Water Works, Inc.	1. 46% 2. 52%
27	US Pipe	1. Core & Main LP	1. Core & Main LP	1. 10%
28	Victaulic	 Core & Main LP Ferguson Enterprises Inc Fluid Gauge Company 	Ferguson Enterprises Inc Fluid Gauge Company	1. 51% 2. 50%

London N. Breed, Mayor



Office of the City Administrator

Carmen Chu, City Administrator Sailaja Kurella, Director Office of Contract Administration/Purchasing

Line	Manufacturer	Bidders	Awarded Bidders' % off of MFR's List Price
29	Watts	1. Best Plumbing Specialties	1. Core & Main LP 1. 45%
2)	vv atts	Inc	2. Underground Republic 2. 48%
		2. Core & Main LP	Water Works, Inc.
		3. Ferguson Enterprises Inc	
		4. Fluid Gauge Company	
		5. Sigillo Supply Inc	
		6. Underground Republic	
		Water Works, Inc.	
20	M. 11.	1. Core & Main LP	1. Fluid Gauge Company 1. 40%
30	30 Miscellaneous	2. Ferguson Enterprises Inc	2. Sigillo Supply Inc 2. 20%
	Group of 106	3. Fluid Gauge Company	
	MFRs	4. Sigillo Supply Inc	

Table 4: Summary of Aggregate 2 Award under Sourcing Event 0000009352

Aggregate	Bidders	Awarded
2	 Core & Main LP Underground Republic Water Works, Inc. 	1. Underground Republic Water Works, Inc.

Pricing Structure

Pricing for Aggregate 1 Lines were based on bidders' proposed % discount off of Manufacturer's List Price while pricing for Aggregate 2 lines were based on specific pricing for each item. While bidders' proposed % discount off of Manufacturer's List Price must remain firm for the duration of the awarded contract, pricing for Aggregate 2 can be adjusted annually, commencing 12 months from the Bid Due Date of August 26, 2024. Price adjustments are based on the rate of change in the U.S. Department of Labor's most recently published, non-preliminary Producer Price Index (PPI) for Series ID PCU332913332913 (plumbing fixture fitting and Trim Mfg, not seasonally adjusted) available at the time of Contractor's price adjustment request. The rate of change is measured between the last price adjustment date (or Bid Due Date if no prior price adjustment has been requested) and the date of the requested price adjustment date. Underground's pricing for awarded Aggregate 1 Lines 7, 8, 9, 11, 13, 16, 18, 26, and 29 and Aggregate 2 is identified in Appendix B of Contract ID 1000034314.

Contract NTE Calculations

For Aggregate 1, OCA advertised an initial 5-year NTE for each line. The advertised NTE was based on prior spend on the manufacturer identified for that line. For Aggregate 2, OCA did not advertise an initial NTE. Instead, the NTE for Aggregate 2 was to be based on Total Bid Price of the awarded Contactor. The initial five (5) and estimated seven (7) year contract NTE amounts for Contract 1000034314 have been calculated by adding the advertised contract NTEs of Aggregate 1 Lines 7, 8, 9, 11, 13, 16, 18, 26, 29 and the Total Bid Price for Aggregate 2, adding estimated sales tax, and rounding to the nearest one hundred thousand.

Table 5: Contract NTE Calculations for Contract ID 1000034314 with Underground Republic Water Works, Inc.

Underground Republic Water Works, Inc. (Contract			
ID 1000034314)	Total Bid Price	Contract NTE (5 Years)	Contract NTE (7 Years)
Aggregate 1, Line 7	20% off of MFR's List Price	\$100,000 (Advertised NTE)	\$140,000 (Advertised NTE Proportionally Increased)

London N. Breed, Mayor



Office of the City Administrator

Carmen Chu, City Administrator Sailaja Kurella, Director Office of Contract Administration/Purchasing

Aggregate 1, Line 8	50% off of MFR's List Price	\$1,000,000 (Advertised NTE)	\$1,400,000 (Advertised NTE Proportionally Increased)
Aggregate 1, Line 9	48% off of MFR's List Price	\$100,000 (Advertised NTE)	\$140,000 (Advertised NTE Proportionally Increased)
Aggregate 1, Line 11	45% off of MFR's List Price	\$100,000 (Advertised NTE)	\$140,000 (Advertised NTE Proportionally Increased)
Aggregate 1, Line 13	30% off of MFR's List Price	\$100,000 (Advertised NTE)	\$140,000 (Advertised NTE Proportionally Increased)
Aggregate 1, Line 16	60% off of MFR's List Price	\$100,000 (Advertised NTE)	\$140,000 (Advertised NTE Proportionally Increased)
Aggregate 1, Line 18	30% off of MFR's List Price	\$1,000,000 (Advertised NTE)	\$1,400,000 (Advertised NTE Proportionally Increased)
Aggregate 1, Line 26	52% off of MFR's List Price	\$1,000,000 (Advertised NTE)	\$1,400,000 (Advertised NTE Proportionally Increased)
Aggregate 1, Line 29	48% off of MFR's List Price	\$100,000 (Advertised NTE)	\$140,000 (Advertised NTE Proportionally Increased)
Aggregate 2 (Specific Products List)	\$5,904,395.84	\$29,521,979.20 (Bid Amount)	\$41,330,770.88 (Bid Amount)
Total Estimated Spend		\$33,121,979.20	\$46,370,770.88
Estimated Sales Tax (8.	625%)	\$2,856,770.71	\$3,999,478.99
Total Contract NTE Rounded to the Nearest 100,000		\$36,000,000	\$50,400,000

Recommendation

Plumbing supplies are critical to maintaining city infrastructure, disaster preparedness and water management. The City manages a vast network of public buildings, including hospitals and government offices. Plumbing supplies are essential for the maintenance, repair, and upgrading of water systems in these facilities. This includes everything from water supply lines to waste management, ensuring safe and hygienic conditions for employees and the public. PUC, in particular, relies heavily on plumbing supplies to operate efficiently and these supplies ensure the smooth functioning of water treatment facilities, sewage systems, and water distribution networks that are vital to public service operations and preventing health hazards. Plumbing supplies are also crucial to maintaining water lines and sewage systems during and after seismic events. For emergency response facilities such as fire departments, robust access to plumbing supplies ensure that these critical services continue to operate effectively during natural disasters. Lastly, easy access to plumbing supplies ensures City can continue to procure high-efficiency water fixtures and systems that support City's water conservation efforts.

For these reasons, a timely approval of this resolution will provide City departments access to acquire plumbing supplies through a comprehensive citywide plumbing supplies contract.

If you have any questions or require additional information, please contact Norman Liang on my team at (628) 652-1621.

Enclosures:

- 1. Contract 1000034314 Proposed Agreement
- 2. Contract 1000034314 Ethics Form 126f(2)
- 3. Contract 1000034314 Ethics Form 126f(4)
- 4. Contract 1000034314 Resolution



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102 Phone: 415.252.3100 . Fax: 415.252.3112 ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 241009

Bid/RFP #: 0000009352

1

Notification of Contract Approval

SFEC Form 126(f)4
(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: https://sfethics.org/compliance/city-officers/contract-approval-city-officers

1. FILING INFORMATION	
TYPE OF FILING	DATE OF ORIGINAL FILING (for amendment only)
	40
Original	0 ,5°
AMENDMENT DESCRIPTION – Explain reason for amendment	10
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2. CITY ELECTIVE OFFICE OR BOARD				
OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER			
Board of Supervisors	Members			

3. FILER'S CONTACT	
NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
Office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT				
NAME OF DEPARTMENTAL CONTACT		DEPARTMENT CONTACT TELEPHONE NUMBER		
Norman Li	iang	628-652-1621		
FULL DEPART	MENT NAME	DEPARTMENT CONTACT EMAIL		
OCA	Office of Contract Administration	norman.liang@sfgov.org		

5. CONTRACTOR		
NAME OF CONTRACTOR	TELEPHONE NUMBER	
Underground Republic Water Works, Inc	408-714-0047	
STREET ADDRESS (including City, State and Zip Code)	EMAIL	
1175 Campbell Ave, San Jose, CA 95126	jake@urwaterworks.com	

		•			
6. CC	ONTRACT				
DATE	CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable)		
	△	0000009352	241009		
DESC	CRIPTION OF AMOUNT OF CONTRACT				
\$5	0,400,000				
NATU	JRE OF THE CONTRACT (Please describe)				
This contract is for citywide procurement of plumbing supplies. The proposed contract will have a not to exceed ("NTE") amount of \$50,400,000 with a total contract duration of seven (7) years.					
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7. CC	DMMENTS				
8. CC	ONTRACT APPROVAL				
This	contract was approved by:				
-	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM				
\vdash	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES				
	Board of Supervisors				
	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF	THE CITY ELECTIVE OFFICER(S) II	DENTIFIED ON THIS FORM SITS		
i l					

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

contract.			
#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	ТҮРЕ
1	Bader	Andrew	CFO
2	Perez	Jake	Other Principal Officer
3	Vincelette	Kurt	Other Principal Officer
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9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	ract. LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	ТУРЕ
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9. AFFILIATES AND SUBCONTRACTORS List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract. LAST NAME/ENTITY/SUBCONTRACTOR **FIRST NAME** TYPE 39 40 41 42 43 44 45 46 47 48 49 50 Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.

10. VERIFICATION			
I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.			
I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.			
SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK	DATE SIGNED		
BOS Clerk of the Board			

From: Moser, Lily (ADM)

To: BOS Legislation, (BOS)

Cc: Kurella, Sailaja (ADM); Moayed, Taraneh (ADM); Kyaun, Florence (ADM); Liang, Norman (ADM); Hayward,

Sophie (ADM); Yip, Angela (ADM)

Subject: Legislative Introduction: Approving proposed agreement with Underground Republic Water Works, Inc.

Date:Friday, October 4, 2024 11:50:25 AMAttachments:Contract 1000034314 BOS Packet.zip

Dear Clerk of the Board,

Please find attached the submittal package for a resolution authorizing the Office of Contract Administration's proposed agreement with Underground Republic Water Works, Inc. for plumbing supplies. The agreement is for a term of seven (7) years, from January 1, 2025, to December 31, 2031, with a total not-to-exceed amount of \$50,400,000.

The attached file includes the following documents:

- Contract 1000034314 Proposed Agreement
- Contract 1000034314 Ethics Form 126f(2)
- Contract 1000034314 Ethics Form 126f(4)
- Contract 1000034314 Resolution
- Contract 1000034314 Resolution Memo

If you have any questions, please feel free to contact Norman Liang (cc'd) from the Office of Contract Administration.

Could you kindly confirm whether this legislation could be introduced on October 15, 2024, at the special hearing, accounting for the holiday on October 14?

Thank you so much for all that you do.

Best regards,

Lily Moser | she/her Communications and Legislative Analyst Office of the City Administrator City and County of San Francisco City Hall, Room 362