

**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
Allied Waste Services of North America, LLC**

**Term Contract 83151
Refuse Collection & Disposal Services**

This Agreement is made this [insert day] day of [insert month], [insert year], in the City and County of San Francisco (“City”), State of California, by and between Allied Waste Services of North America, LLC, 1680 Edgeworth Avenue, Daly City, CA 94015 (“Contractor”) and City.

Recitals

WHEREAS, the Office of Contract Administration (“Department”) wishes to procure refuse collection and disposal services from Contractor; and

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

WHEREAS, Contractor was competitively selected pursuant to Sourcing Event ID 0000006945 issued on June 30, 2022; and

WHEREAS, this is a contract for Services and the Local Business Entity (“LBE”) subcontracting participation requirement for the Services has been waived; and

WHEREAS, approval for the Agreement was obtained on December 4, 2023 from the Civil Service Commission under PSC number 43805 – 23/24 in the amount of \$95,800,000 for the period of seven (7) years; and

WHEREAS, [insert clause related to CEQA process]; and

WHEREAS, the City’s Board of Supervisors approved this Agreement by Resolution [insert Resolution number] on [date of Commission or Board action] in the amount of [insert dollar Amount] for the period commencing [insert Start Date] and ending [insert End Date].

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 Office of Contract Administration.

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, personally-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” does not include anything discarded as refuse materials, even if such materials would otherwise fall within this defined term.

1.6 “Contractor” or “Consultant” means Allied Waste Services of North America, LLC. 1680 Edgeworth Avenue, Daly City, CA 94015.

1.7 “Deliverables” means Contractor’s work product resulting from the Services provided by Contractor to City during the course of Contractor’s performance of the Agreement, including without limitation, the work product described in the “Scope of Services” attached as Appendix A.

1.8 “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.

1.9 “Party” and “Parties” means the City and Contractor either collectively or individually.

1.10 “Services” means the work performed by Contractor under this Agreement as specifically described in the “Scope of Services” attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on **April 1, 2024** and expire on **March 30, 2031**, unless earlier terminated as otherwise provided herein.

2.2 The City has an option to renew the Agreement for a period up to three years, for a maximum term of 10 years. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion. 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 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 on a monthly basis for goods delivered and/or Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for goods and/or Services identified in the invoice that the City, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed **Seventy-Nine Million Four Hundred Thousand Dollars (\$79,400,000)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." A portion of payment may be withheld until conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

3.3.2 Payment Limited to Satisfactory Services and Delivery of Goods.

Contractor is not entitled to any payments from City until City approves the goods and/or Services delivered pursuant to this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory delivery of goods and/or Services even if the unsatisfactory character may not have been apparent or detected at the time such payment was made. Goods and/or Services 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 and/or Services 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, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.3.4 Invoice Format. Invoices furnished 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 Number, PeopleSoft Supplier Name and ID, Item numbers (if applicable), complete description of goods delivered or Services performed, sales/use tax (if applicable), contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

3.3.5 Reserved (LBE Payment and Utilization Tracking System).

3.3.6 Getting paid by the City for Services.

(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 sfemployeeportalsupport@sfgov.org.

3.3.7 Reserved (Grant Funded Contracts).

3.3.8 Payment Terms.

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

(b) Reserved (Payment Discount Terms).

3.4 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 its Services. Contractor will permit City to audit, examine and make excerpts and transcripts from 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 years 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.

3.6 Payment of Prevailing Wages and Transition Employment Requirements

3.6.1 Covered Services. Services to be performed by Contractor under this Agreement involve the performance of work covered by Chapter 21C [Miscellaneous Prevailing Wage Requirements] of the San Francisco Administrative Code (“Covered Services”).¹ Specifically, the provisions of Sections 21C.5 and 21C.7 are incorporated as provisions of this Agreement as if fully set forth herein and apply to any Covered Services performed by Contractor and its subcontractors.

(a) **Solid Waste Hauling Services.** This Agreement is subject to the prevailing wage requirements of Administrative Code Sections 21C.5 and 21C.7. Contractor agrees that any employee engaged in the hauling of Solid Waste (as defined in section 21C.5) shall be paid not less than the Prevailing Rate of Wages, including fringe benefits or the matching equivalent thereof, paid in private employment for similar work in the area where the contract is being performed. Contractor agrees to comply with, and to require any authorized Subcontractors to comply with, the prevailing wage rate requirement imposed by this Section.

(b) **Enforcement of Prevailing Wage Requirements.** If a Contracting Officer determines that the Contractor or a Subcontractor may have violated the Prevailing Wage requirements of this section, the Contracting Officer shall send written notification to the Contractor or Subcontractor of the possible violation. In addition to and without prejudice to any other remedy available, the Contracting Officer may terminate the Contract, in which case the Contractor shall not be entitled to any additional payment unless within 30 days of receipt of the violation notice the Contractor has either (1) cured the violation or (2) established by documentary evidence, including but not limited to payroll records, the truth and accuracy of which shall be attested to by affidavit, proof of compliance with the provisions of this Section.

Where a Contractor or Subcontractor fails to pay at least the Prevailing Rate of Wages to employees, the Contractor shall have “cured” the violation once the Contractor

¹ This Article of the City’s Administrative Code has been redesignated by new legislation (Ord. 221-23, approved 11/3/2023, effective 12/4/2023, operative 1/4/2024). The Article will be re-published under the new Labor and Employment Code when the amending legislation is codified by the publisher of the City’s Municipal Code.

or Subcontractor reimburses employees by paying each individual the balance of what he or she should have earned in accordance with the requirements of this Section.

In addition to, or instead of terminating the Contract, where the Contracting Officer finds that the Contractor willfully violated the requirements of this Section, the Contracting Officer or the Labor Standards Enforcement Officer may assess a penalty (a “willful violation penalty”) of not more than 10 percent of the dollar amount of the Contract. The Contracting Officer or Labor Standards Enforcement Officer may impose such willful violation penalty regardless of whether the Contractor has cured the violation.

(c) **Transition Employment Requirements.** This Agreement is subject to the Transition Employment Requirements in Administrative Code Section 21C.7(d). Contractor agrees to comply with, and to require any authorized Subcontractors to comply with, the obligations imposed by Section 21C.7(d).

(d) **Requirement of Employer-Employee Relationship.** This Agreement is subject to the Employer-Employee Relationship requirements in Administrative Code Section 21C.7(e). Contractor and any authorized Subcontractors shall perform this Agreement with Individuals employed by Contractor or Subcontractor in an Employer-Employee relationship as defined by California law.

3.6.2 **Wage Rates.** The latest prevailing wage rates for private employment on public contracts as determined by the San Francisco Board of Supervisors, as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement. Copies of the prevailing wage rates as fixed and determined by the Board of Supervisors are available from the Office of Labor Standards and Enforcement (“OLSE”) and at <http://sfgov.org/olse/prevailing-wage>. Contractor agrees that it shall pay not less than the prevailing wage rates, as fixed and determined by the Board, to all workers employed by Contractor who perform Covered Services under this Agreement.

3.6.3 **Subcontract Requirements.** Contractor shall insert in every subcontract or other arrangement, which it may make for the performance of Covered Services under this Agreement, a provision that said subcontractor shall pay to all persons performing labor in connection with Covered Services under said subcontract or other arrangement not less than the highest general prevailing rate of wages as fixed and determined by the Board of Supervisors for such labor or services.

3.6.4 **Reserved.**

3.6.5 **Payroll Records.** Contractor shall keep or cause to be kept complete and accurate payroll records for all workers performing Covered Services. Such records shall include the name, address and social security number of each worker who provided Covered Services on the project, including apprentices, their classification, a general description of the services each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Every subcontractor who shall undertake the performance of any part of Covered Services shall keep a like record of each person engaged in the execution of Covered Services under the subcontract. All such records shall at all times be available for inspection of and examination by City and its authorized representatives and OLSE.

3.6.6 **Reserved.**

3.6.7 **Compliance Monitoring.** Covered Services to be performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by OLSE. Contractor and any subcontractors performing Covered Services will cooperate fully with OLSE and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements. Steps and actions include but are not limited to requirements that: (i) the Contractor will cooperate fully with the Labor Standards Enforcement Officer and other City employees and agents authorized to assist in the administration and enforcement of the Prevailing Wage requirements and other labor standards imposed on Public Works Contractor by the Charter and the San Francisco Administrative Code; (ii) the Contractor agrees that the Labor Standards Enforcement Officer and his or her designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and employee paychecks; (iii) the Contractor shall maintain a sign-in and sign-out sheet showing which employees are present on the job site; (iv) the Contractor shall prominently post at each job-site a sign informing employees that the project is subject to the City's Prevailing Wage requirements and that these requirements are enforced by the Labor Standards Enforcement Officer; and (v) that the Labor Standards Enforcement Officer may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Prevailing Wage and other labor standards imposed by the Charter and the San Francisco Administrative Code.

3.6.8 **Reserved.**

Article 4 Services and Resources

4.1 **Services Contractor Agrees to Perform.** Contractor agrees to perform the Services stated in Appendix A, "Scope of Services." Officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Services beyond the Scope of Services listed in Appendix A, unless Appendix A is modified as provided in Section 11.5, "Modification of this Agreement."

4.2 **Qualified Personnel.** Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

4.3 Subcontracting.

4.3.1 Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

4.3.2 Contractor will not employ subcontractors.

4.4 **Independent Contractor; Payment of Employment Taxes and Other Expenses.**

4.4.1 **Independent Contractor.** For the purposes of this Section 4.4, “Contractor” shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor’s performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor’s work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor’s compliance with this Section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor’s receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 **Payment of Employment Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 4.4 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City.

Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this Section.

4.5 **Assignment.** The Services to be performed by Contractor are personal in character. 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.

4.6 **Warranty.** Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

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 \$5,000,000 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 \$5,000,000 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 (Professional Liability Coverage).
- (e) Reserved (Technology Errors and Omissions Liability Coverage).
- (f) Reserved (Cyber and Privacy Coverage).

(g) Pollution Liability Insurance applicable to Contractor's activities and responsibilities under this Agreement with limits not less than \$1,000,000 each occurrence combined single limit and \$2,000,000 aggregate per policy period of one year and this coverage shall be endorsed to include Non-Owned Disposal Site coverage and, coverage for on-site third party claims for bodily injury and property damage.

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) The Commercial Automobile Liability Insurance policy must be endorsed to include Auto Pollution Additional Insured Endorsement naming as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

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) The Pollution 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.

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 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 commencing any Services, 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 provide Services, 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. 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 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, experts, and related costs, and City's costs of investigating any claims against the City.

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.

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 Services.

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 THE SERVICES PERFORMED 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 Services 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. The notice shall specify the date on which termination shall become effective.

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 date specified by City 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 Services under this Agreement on the date(s) and in the manner specified by City.

(b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, 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 Services that City designates to be completed prior to the date of termination specified by City.

(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 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

(a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(c) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

(d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the Services or other work.

8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, 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 Services 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 Services covered 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 Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services 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:

8.2.2 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
4.5	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	Article 13	Data and Security

(a) 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.

(b) 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.

(c) 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 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 or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.3 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 reasonable 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.

8.2.4 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.

8.2.5 Any notice of default must be sent in accordance with 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 Services	9.1	Ownership of Results
3.3.7(a)	Grant Funded Contracts – Disallowance	9.2	Works for Hire
3.4	Audit and Inspection of Records	11.6	Dispute Resolution Procedure
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	Article 13	Data and Security

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 specifically for the City pursuant to 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 performing the Services, 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.

10.4 Consideration of Salary History. Contractor shall comply with San Francisco Administrative Code Chapter 12K, 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 the 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 Chapter 12K. Information about and the text of Chapter 12K 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 12K, 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 Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

10.5.2 Nondiscrimination in the Provision of Employee Benefits. San Francisco Administrative Code 12B.2. 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 the 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 Administrative Code Section 12B.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 Minimum Compensation Ordinance. If Administrative Code Chapter 12P applies to this contract, Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Chapter 12P.

10.8 Health Care Accountability Ordinance. If Administrative Code Chapter 12Q applies to this contract, Contractor shall comply with the requirements of Chapter 12Q. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section

12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q, as well as the Health Commission's minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

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 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. (Slavery Era Disclosure).

10.13 Reserved (Working with Minors).

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 Chapter 12T, “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Administrative Code (“Chapter 12T”), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, 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 Chapter 12T.

10.14.2 The requirements of Chapter 12T 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. Chapter 12T 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. (Public Access to Nonprofit Records and Meetings).

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. (Distribution of Beverages and Water).

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.

10.19 Reserved. (Preservative Treated Wood Products).

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: Purchaser
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
oca@sfgov.org

And

Soko Made

Department of the Environment
1155 Market Street, 3rd Floor
San Francisco, CA 94103
Soko.Made@sfgov.org

To Contractor: Travis L Armstrong, General Manager
Allied Waste Services of North America, LLC
1680 Edgeworth Avenue
Daly City, CA 94015
tarmstrong2@republicservices.com

Any notice of default must be sent by certified mail or other trackable written communication. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party at least ten (10) days prior to the effective date of such change. If email notification is used, the sender must specify a receipt notice.

11.2 Compliance with Americans with Disabilities Act. Contractor shall provide the Services 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 performance of Services, 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. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

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 performance of services 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.

11.7 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 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.

11.13 Order of Precedence. Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated September 30, 2022 and subsequent proposal clarifications and revisions. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any

implementing task orders shall control over the RFP and the Contractor's proposal. 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 shall take precedence, followed by the procurement issued by the department, Contractor's proposal, and Contractor's printed terms, respectively.

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 given to Contractor by 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 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.

Article 12 Reserved (Department Specific Terms)

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 performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 Confidential Information. In the performance of Services, Contractor may have access to, or collect on City's behalf, City's proprietary or Confidential Information, the disclosure of which 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. (Payment Card Industry ("PCI") Requirements).

13.3 Reserved. (Business Associate Agreement).

13.4 Management of City Data and Confidential Information.

13.4.1 Use of City Data and Confidential Information. Contractor agrees to hold City's Data received from, or collected on behalf of, the City, in strictest confidence. Contractor shall not use or disclose City's 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's Data outside the United States is subject to prior written authorization by the City. Access to City's 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 the 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 or Confidential Information, 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 and/or machine learning from the data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose that is not explicitly authorized other than security or service delivery analysis.

13.4.2 Disposition of Confidential Information. 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 data given to or collected by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that City's 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.

13.5 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 §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:

Allied Waste Services of North America,
LLC

Carmen Chu
City Administrator
Office of City Administrator

Travis L Armstrong
General Manager
1680 Edgeworth Ave
Daly City, CA 94015

Approved as to Form:

City Supplier Number: 0000050267

David Chiu
City Attorney

By: _____
Elaine O'Neil
Deputy City Attorney

Approved:
Sailaja Kurella
Director of the Office of Contract Administration,
and Purchaser

By: _____
Sailaja Kurella

Appendices

- A: Scope of Services
- B: Calculation of Charges
- C: Regulatory and Compliance Requirements
- D: 2015 Landfill Agreement

Appendix A Scope of Services

1. Definitions. For the purpose of this Agreement, the following terms shall apply:

- a. “2015 Landfill Agreement” means the existing Landfill Disposal Agreement between The City and County of San Francisco and Recology San Francisco executed in 2015 or any successor agreement.
- b. "Abandoned Materials" means materials including but not limited to refuse, bulky items, intentionally or unintentionally dumped outside of Collection Locations.
- c. “Ancillary Charges” means any applicable charges including but not limited to cardboard pickup, access, key, elevation, distance, weight and any other charges associated with secondary type of services.
- d. “Bin” means any interior and exterior collection bins including carts, dumpsters, debris boxes, and compactors, as well as internal collection bins, and public-facing refuse bins located at the City’s Collection Locations. .
- e. “Bulky Item” means large items including but not limited to appliances, furniture and mattresses.
- f. "City Events" means events including but not limited to privately funded, publicly funded and mixed funded events as well as any event that requires City resources and labor for refuse collection services.
- g. “Collection Location” means any City Department location requiring Refuse collection services
- h. “Composting” means processing compostable materials into a product through controlled biological decomposition.
- i. “Compostables” means any material that is offered for collection that is deemed suitable for composting by San Francisco’s programs, including, but not limited to: food scraps, soiled paper, plant trimmings and clean wood.
- j. “Construction and Demolition Debris” means building materials and solid waste generated from construction and demolition activities in San Francisco, including, but not limited to, fully-cured asphalt, concrete, brick, rock, soil, lumber, gypsum wallboard, roofing material, ceramic tile, carpeting, fixtures, plastic pipe, metals, tree stumps, and other vegetative matter resulting from land clearing and landscaping for City construction, deconstruction, demolition or land development projects.

- k. “Contamination” means any material other than Recyclables in a Bin designated for Recyclables, any material other than Compostables in a Bin designated for Compostables, and Recyclables or Compostables in a Bin designated for Trash.
- l. “Customer” means individual City Departments or divisions of departments requiring service for one or more Collection Locations.
- m. “Department Designee” means a person delegated within each City department or location that has authority for Collection Locations under her or his jurisdiction.
- n. “Disposal” means the deposition of material to landfill or incineration. Disposal does not include beneficial reuse or other use of material at a landfill in a manner that qualifies as recovery (diversion) under applicable California Department of Resources Recycling and Recovery regulations.
- o. “Leased Equipment” means any equipment, such as compactors or external Bins, leased by the City from the Contractor.
- p. “OCA” means the City and County of San Francisco’s Office of Contract Administration.
- q. “Overages” means a Bin that is overfilled such that its lid will not close; materials placed outside the Bin; or other excess material that exceeds the capacity of Customer’s subscribed-for Bin volume.
- r. “Pallet Service” means the removal of pallets from Collection Locations.
- s. “Prohibited Waste” means hazardous waste, universal waste, designated waste, medical waste or sewage sludge as those terms are defined under State law and the 2015 Landfill Agreement.
- t. “Recovery” means activities that reduce the disposal of material in landfill or incineration.
- u. “Recovery Discount” means the discount applied to each City Department Collection Location’s monthly bill, equal to the percentage by volume of the total material collected from every Bin at the Collection Location that is Recycling and Compost. The Recovery Discount is calculated as specified in Appendix B8. Recovery Discount.
- v. “Recycling” means sorting, cleansing, treating and reconstituting materials that would otherwise be disposed of, and returning them to the economic mainstream in the form of raw materials for new or reconstituted products which meet the quality standards necessary for use in the marketplace. Recycling does not include incineration, pyrolysis, distillation, gasification, or other high-temperature processes. SFE will determine if technologies (e.g., “chemical” or “advanced” recycling) qualify as recycling in San Francisco.

- w. “Recyclables” means any material offered for collection that is determined to be capable of being recycled in San Francisco’s programs, including but not limited to paper, bottles and cans.
- x. “Refuse” means all discarded materials (Recyclables, Compostables, and Trash) collected from all facilities, office buildings, institutions, parks, etc., excluding Prohibited Waste and Construction and Demolition Debris.
- y. “Service Level” means the subscribed number of Bins, Bin size, frequency of pickup and all other Ancillary services.
- z. “SFE” means the City and County of San Francisco’s Department of the Environment.
- aa. “Source separate” means to divide refuse at the place of discard generation, prior to collection, into separate Bins that are designated for Recyclables, Compostables or Trash
- bb. “Trash” means refuse other than Recyclables or Compostables.

2. Refuse Collection Services

- a. The Contractor shall collect, transport, and handle all Refuse generated by City Departments on a scheduled or on-call basis, as subscribed for by the Department Designee or SFE. **Refuse Collection Services shall commence no later than July 1, 2024.**
- b. The Contractor shall provide Bulky Item collection and Pallet Service to City Departments at both City-owned facilities (Collection Locations) as well as non-City owned facilities (e.g., leased properties) where City Departments are located. Bulky Item collection and Pallet Services are to be provided within five (5) days of request by Department Designee or SFE.
- c. At any given time, the Department Designee or SFE reserves the right to add or remove Collection Locations and change Service Levels for all Collection Locations. Collection Locations requesting service that reduces Recycling and Composting but increases Trash requires SFE approval.
- d. The Contractor shall use reasonable efforts to prohibit and prevent the collection and disposal of Prohibited Waste in any manner inconsistent with applicable laws and the 2015 Landfill Agreement. SFE may request from the Contractor a copy of their policies and procedures for compliance handling Prohibited Waste in accordance to federal, state, and local laws.

3. Provision of Bins; Cleanliness and Serviceability

- a. The Contractor shall supply and deliver Bins and other related items throughout the term of the contract as needed to perform the Scope of Services. All Bins and

other related items supplied by Contractor will remain Contractor's property unless said Bins or other related items were previously owned by City or purchased by City.

- b. City Departments may request to purchase or lease from the Contractor specific additional equipment such as compactors and carts for use internally or externally to facilitate recycling and composting. If Contractor offers such equipment for sale or lease, Contractor shall charge said equipment to the requested City Department through this Agreement, in accordance with the rates listed in Appendix B, as a separate line item in the invoice. Any equipment that is leased by the City from Contractor ("Leased Equipment") shall remain the property of Contractor. Any equipment that is purchased by City from Contractor shall become the City's property.
- c. Contractor shall provide Bins that are color-coded, clearly marked with Contractor's name, and properly labeled depicting material collection consistent with City's Zero Waste program. The Bins shall be of sufficient size to contain Recyclables, Compostables, and Trash generated at Collection Locations. Contractor shall provide at each Collection Location, at no cost to City beyond the applicable Service Level rate, additional Bins as requested by the Department Designee or SFE within three (3) calendar days of written notice.
- d. At the direction of the Department Designee or SFE, Contractor, at no cost to the City and on an as-needed basis, shall purchase, store, and deliver to Collection Locations and to City Departments without Collection Locations (e.g. Departments located within leased properties) Bins for internal use, including: (i) 1-gallon trash caddies; (ii) blue (7-gallon, 10-gallon, and 23-gallon) Recycling Bins; and (iii) green (3-gallon kitchen pails, 7-gallon, 10-gallon, and 23-gallon) Composting Bins, along with the appropriate lids for the 7-gallon, 10-gallon, and 23-gallon Bins for internal use. Bins approved for internal use include but are not limited to Rubbermaid Slim Jims, Toter Slimlines and Continental. SFE has final approval on the manufacturer and model of internal bins. The number of bins and other items to be provided by Contractor shall be approximately 1,550 internal Bins and associated lids annually. City Departments will purchase their own internal Trash bins through a separate City agreement.
- e. All Bins shall be appropriate for the intended use as specified by Department Designee or SFE. All Bins provided by Contractor shall be non-absorbent and leak-resistant and must be constructed to prevent loss during collection or transportation. If Contractor fails to provide sufficient and adequate Bins, City may purchase and place into service the necessary Bins and deduct the cost of such Bins from any amounts owed to Contractor.
- f. The development, design, and distribution of collateral (i.e., color-coded signage to be placed near Bins or distributed to employees) will not be provided through this Agreement. However, Contractor shall work in collaboration with City-

approved vendor(s) to support the development of such collateral. All developed collateral shall be approved by SFE.

- g. The Bins delivered by Contractor shall be clean and graffiti free. City agrees to reasonably maintain all exterior Bins for cleanliness and appearance. Contractor agrees to exchange broken or uncleanable Bins as requested by City at no cost to City.
- h. Contractor shall be responsible for leaving all Bins, equipment, Collection Locations and City facilities served in a safe condition, reasonably clear of fluid or debris caused by Contractor and reasonably free from residue resulting from spillage caused by Contractor. All releases or spillage from exterior Bins, equipment or vehicles caused by Contractor will be cleaned up by Contractor in accordance with Contractor's ordinary course of business.

4. Time and Manner of Collection

- a. Service Frequency: Recyclables, Compostables, and Trash shall be removed from Collection Locations, Monday through Sunday, other than holidays on which Contractor does not generally provide service, in a systematic and timely manner. The Department Designee or SFE reserves the right to change Service Levels such as collection frequency, collection day(s) or Collection Locations in writing; provided, Contractor confirms any such changes, including all changes that would affect the cost of providing any services. Final approval for all changes to Service Levels shall be made by the Department Designee or SFE.
- b. Title: Title to all refuse passes to Contractor when it is loaded into Contractor's Bins and/or vehicles.
- c. Minimum Service Level: Contractor shall collect all Bins containing refuse that are subject to putrefaction at least once per week. Contractor shall collect all other Bins at least once per month.
- d. On-Call Service: Locations not receiving a regularly scheduled collection are designated as on-call. When collection is required, the Department Designee for these locations shall contact Contractor for service by phone and confirm in writing, and Contractor shall provide collection within twenty-four (24) hours of such notice.
- e. Missed Collections: Upon notice by phone, with written confirmation, by the Department Designee or the SFE, of a partial or missed collection of Recyclables, Compostables, or Trash, Contractor shall complete the collection on the day or following day notification was made at no additional cost. If Contractor does not complete the partial or missed collection within 24 hours of notification, the cost of the partial or missed collection shall be deducted from any amount City owes Contractor for the month when the missed or partial collection occurred. In the case of missed collection of Recyclables, Compostables, or Trash, the volume will be deducted from the invoice for that period as if it were Trash.

- f. Emergency/Off-hours Collection: The Department Designee for the site may initiate emergency, off-hour, and additional on-call collections by phone, and confirmed in writing, to Contractor. Such additional collections will be billed at the regular collection rates applicable for the day that the emergency service is provided.
- g. Holiday Service: In the event of a holiday occurring on a scheduled collection date, collection shall be made on the next business day.

5. Zero Waste Program Requirements

- a. Contractor shall quarterly notify Department Designees and the SFE when they have identified opportunities to increase Recycling and Composting, or decrease Trash, so that the SFE can work with Department Designees to maintain high recovery rates and identify cost savings.
- b. Contractor shall work with the Collection Locations to identify opportunities to reduce the level of refuse service and eliminate Ancillary Charges to decrease costs and improve collection efficiency. These opportunities may include, but are not limited to, increasing recycling and composting Bin sizes, and reducing the number of Bins or the frequency of Trash collection when excess capacity is noted.
- c. Contractor shall use its reasonable efforts to recycle or compost the maximum amount of material collected pursuant to this Agreement that is recyclable or compostable. Trash collected by Contractor that contains Recyclables and Compostables may be processed by the Contractor to recover these materials.
- d. At no cost to City, Contractor must provide City up to 50 cubic yards of compost a month, such that this will contribute to the City's procurement target under SB 1383. Contractor must deliver the compost at a time and location mutually agreeable between City and Contractor. Delivered compost can be in bulk form or bagged. Contractor will keep and provide records to City with the following information:
 - i. Source of product including name, physical location and contact information for each entity, operation or facility from whom the compost was procured;
 - ii. Type of product;
 - iii. Quantity provided; and,
 - iv. Invoice or other record or documentation demonstrating purchase, procurement, or transfer of material to specified location

6. Delivery and Processing

- a. Disposal of Trash by Contractor is governed by the 2015 Landfill Disposal Agreement. Trash that contains Recyclables and Compostables may be processed

by Contractor to recover these materials. Technologies used by Contractor for recovery are subject to approval by SFE.

- b. Contractor shall deliver Recyclables and Compostables to permitted Recycling and Composting facilities. If compostables are delivered to a facility for anaerobic digestion Contractor must provide signed documentation from the facility stating that none of the resulting digestate will go to landfill, including for alternative daily cover (as defined by the State of California), and will instead be composted or beneficially land applied. Contractor shall notify City when the Contractor anticipates change of facilities, and City must approve of such change in writing.
- c. Contractor shall make a reasonable effort to maximize the use of alternative power, such as renewable fuel, solar and wind power in transporting and processing the materials.

7. Customer Support: Technical Assistance, Education, and Outreach

Contractor must provide on-going and effective Customer Support program to include technical assistance, education, and outreach to City Departments to assist the City in meeting recovery requirements and the goal of Zero Waste. The Customer Support program messaging must be developed in collaboration with and approved by the SFE. Customer Support program responsibilities will include, but are not limited to:

- a. Technical Assistance:
 - i. Inspections of the external Bins for quality control and compliance.
 - ii. Site visits to Collection Locations to understand movement of refuse materials.
 - iii. Bill/Invoice analyses to identify cost savings and recovery rate improvement.
 - iv. Assistance with placement of internal Bins, as necessary.
 - v. Right-size Bins for maximizing recovery.
- b. Audits and Inspections
 - i. Audits shall be conducted by Contractor for Customer Collection Locations identified as large refuse generators in accordance with City and County of San Francisco's [Chapter 19 – Section 1906 of the Environment Code and associated regulations](#).
 - ii. City Location route reviews or refuse evaluation studies on City Location routes shall be conducted in accordance with the State of CA's [Article 9.25 of the SB 1383 Regulation requirements](#).
 - iii. On-site refuse inspections shall be conducted for the low recovery rate Collection Locations. Contractor, in collaboration with and approval by SFE, shall determine the appropriate number of City Department Customer accounts to focus on annually for the duration of this Agreement.

- iv. The results of the refuse audits, provided in a reporting format approved by SFE, and on-going compliance reports related to refuse collection and processing for Chapter 19 of the Environment code and SB 1383 will be provided to SFE.
- c. Education and Outreach
- i. Inform and educate Customers on the full range of all services being offered, including Bin exchange and cleaning, bulky item and pallet collection services, and availability of external and internal bins.
 - ii. Advise Customers on the selection of collection services and Bin sizes at each Collection Location to maximize recovery, and the potential cost control if a City Department takes recommended actions to increase recovery.
 - iii. Educate Customers on how to participate in Contractor's recycling and composting recovery programs, and decrease or eliminate contamination, including advising appropriate personnel (management, employees, janitors, etc.) at Collection Locations on methods and recommendations to increase recycling and composting and decrease Trash.
 - iv. City reserves its right to re-direct Contractor's efforts or require additional Contractor efforts if the Customer Support Program is not showing measurable and tangible results as proposed.

8. Invoice and Customer Service Requirements; Reporting

- a. City Department Invoices: Contractor shall invoice individual City Departments and City Departments shall pay such invoice directly to the Contractor. Invoices shall be sent to the Department Designees or the person delegated within each City Department with authority to receive invoices and responsible for obtaining payment approval for Collection Locations.
- b. Invoice Format: OCA and SFE have final approval on invoice format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to City and include the information specified in Article 3.3.4 of this Agreement, as well as include the following information:
 - i. Collection Locations
 - ii. Frequency of collection (collection day(s))
 - iii. Size of each collection Bin
 - iv. Type of material (Recyclables, Compostables, Trash)
 - v. Quantity of each collection Bin type
 - vi. Charges associated with Bin service each

- vii. Any Ancillary services
- viii. The individual service volume of Recyclables, Compostables, and Trash and the resulting volumetric Recovery Rate and/or any other applicable discounts
 - ix. For roll-off bins (compactors and debris boxes), Contractor shall include the number of times each roll-off bin was collected (pulled) in the reporting period and associated charges. Detailed weight information for roll-off bins or compactors shall be provided by Contractor as requested by the Department Designee or SFE.
- c. City-wide Billing and Usage Report: On a monthly basis, within 15 days of the end of each month, Contractor shall provide, electronically in the form of an online portal or dashboard, if available, as well as through an electronic report in Microsoft Excel, a City-Wide Billing and Usage Report to OCA and SFE. The City-Wide report shall be a compilation of the monthly usage and charges at each individual Collection Locations pursuant to Section 8(a). Charges shown shall be consistent with invoices. Report shall include analysis of month- over-month charges and recovery rates for each location. Report must include all calculations for tabulating monthly charges for each Collection Location. The City reserves the right to inspect the Contractor’s records to verify the information provided in the reports. OCA and SFE have final approval on the electronic report format.
- d. City-wide Recovery and Disposal Tonnage Breakdown Report: On a monthly basis, within 15 days end of each month, Contractor shall provide, electronically in the form of an online portal or dashboard, if available, as well as through an electronic report in Microsoft Excel, a City-wide Recovery and Disposal Tonnage Breakdown Report identifying recovery and disposal volumes for the prior month. The format will be as follows:

	Collected/Received	Recovered	Disposed	% Recovered
Recyclables				
Compostables				
Trash				
Bulky Item Collection				
Pallet Collection				
Total Tons				

- e. Past Due Notices: Past due notices shall be sent to the Department Designees or the person delegated within each City Department with authority to receive invoices and responsible for obtaining payment approval for Collection Locations.

Contractor shall notify OCA and SFE of all disputed invoice charges and complaints quarterly.

f. Customer Service; Billing Inquiries; Technical Assistance:

i. Hours of Operation: Contractor must maintain normal business hours of at least 7:30 A.M to 5:00 P.M., Monday through Friday throughout the term of the Agreement, and be open at all times during that period.

ii. Service Support:

a) Contractor shall maintain sufficient customer service personnel during City business hours (7:30 A.M – 5:00 P.M.) to provide service support, including, but not limited to:

1. Responding to Service Level and Collection Location change requests, and requests for Ancillary services
2. Logging and resolving complaints regarding service, including missed collections, billing and invoice questions, etc.
3. Responding to routine inquiries regarding services offered

b) Customer Service personnel shall be reachable via a single customer service phone number and single customer services email address:

Customer Service Email: SFrefuse@republicservices.com
Customer Service Phone: [insert]

Customer Service agents shall be made available to serve City virtually, from any location, to ensure live, person-to-person interaction and minimize call wait times.

c) Contractor shall also maintain a 24-hour or on-call service support email and phone number to handle evening and weekend service issues. 24-hour/on-call service support number and email address are as follows:

24-hour/On-Call Customer Service Email:
SFrefuse@republicservices.com
24-hour/On-Call Customer Service Phone: [insert]

d) Customer Service Response. Contractor shall make good faith efforts to achieve “first call resolution” for each customer service request. Customer service requests requiring operations support, such as for missed pickup or container exchange, shall be forwarded to Contractor’s operations support staff immediately.

Issues that cannot be resolved immediately by a Customer Service agent, are insufficiently resolved within 24 hours of the initial request, or that are complex, including billing issues, shall be escalated to the Customer Service agent's supervisor/manager and/or Contractor's account representative for the City.

- e) Management Procedures for Customer Inquiries: Customer inquiries and concerns shall be entered into Contractor's customer management system including data, time, caller name, address. The nature, date and manner of the resolution shall also be logged and pushed to drivers and supervisors, if needed for resolution. Drivers shall document completion of all same-day service orders.

Contractor shall provide to City upon request a log/report of City's customer service request details, including date, City Customer, location, issue description, final resolution, etc.

- f) Post-call Customer Satisfactory Survey: after a Customer call is completed, Customer shall be offered the opportunity to take an optional three-question survey, enabling Customer to record satisfaction with customer service provided by Contractor. Surveys shall be reviewed daily by Contractor, and Contractor shall follow-up with Customer or take corrective action as needed.
- g) Online Service Portal: Contractor shall provide to the City the same online customer support and service capabilities as made available to Contractor's other commercial and government customers, that includes relevant service information and customer support, including at a minimum:

1. Allowing City Departments to submit change requests for Service Levels and Collection Locations, general service inquiries, and complaints, and tracks change requests and resolution of complaints and inquiries.
2. Explaining Contractor's services and rates, effectively promotes the Recovery options offered at Collection Locations.

Providing collection data for each Collection Location, including monthly summary of total refuse volume, recycling volume, compost volume, and trash volume.

- iii. Billing Discrepancy Protocol: Contractor shall assign a dedicated accounting/billing representative to manage City accounts and timely handle billing discrepancies/disputes. City may direct billing inquiries to either Customer Service agents or the dedicated accounting/billing

representative. Billing inquiries and disputes shall include, but not be limited to, review and verification by Contractor and City of service levels on the account, invoiced rates, records of service dates, records of contamination or overages, etc.

In accordance with City policy, partial payment on disputed invoices is not allowed. For confirmed billing errors by Contractor, Contractor shall submit a corrected invoice to the City. Should billing errors be identified and confirmed after payment has been made by City on an invoice, Contractor shall credit City in accordance with City's payment/credit procedures.

- iv. **Technical Support:** Contractor shall be responsible for providing service and technical support and assistance to City Departments regarding the provision of services at Collection Locations at use of 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 (7:30 A.M – 5:00 P.M.) Monday through Friday.
- g. The timely and complete submission of all reports is a necessary and material term and obligation of this Agreement.
- h. The Contractor shall maintain a proper set of books and records in accordance with the Generally Accepted Accounting Principles, except that any unaudited financial statements need not contain the notes required by Generally Accepted Accounting Principles, accurately reflecting the business done by it under this Agreement.

9. Contamination & Overages Management

a. Notification system and phase-in period; General requirements.

- i. Collection service is expected to phase in over a period of two to three months from the contract Start Date.
- ii. Upon start of service at a Collection Location, Contractor shall provide regular outreach and notifications to Collection Location Customer, including via emails and its website, designed to encourage recycling and composting, describe proper sorting procedures, ensure that Collection Locations are subscribed to the correct Service Level, and identify additional costs that that Contractor incurs due to Contamination and Overages. This notification and outreach procedure shall be designed so that, if each Collection Location properly separates Recyclables and Compostables from Trash and has a

subscription for sufficient Bin volume to handle all their material, no charges will be assessed.

- iii. One month after all City Collection Locations have begun service under Contractor, Contractor will provide a recommendations report to SFE, to include initial patterns of contamination by location, opportunities for Bin resizing, and other areas for improvement as specified in Appendix A, Sections 5 and 7 of this agreement (Zero Waste Program Requirements and Customer Support).
- iv. Upon review and acceptance of the recommendations report, Contractor/City shall notify Collection Locations of contamination patterns and recommendations for contamination reduction and right-sizing, etc. City shall not unduly delay acceptance of the recommendations report.
- v. The Contamination and Overages warning notifications and fee assessments specified in Appendix A, subsections 9.c – 9.f and Appendix B.7 below will be implemented on the date mutually agreed to by in writing City and Contractor, and only following issuance of recommendations to Customers, and no later than six months from the Contract Start Date.
- vi. SFE has final approval on the Contractor’s proposed content for the notification letters required per this Section 9. Contractor shall share proposed notification letter templates with SFE prior to commencing the notification and contamination charge procedures identified herein.
- vii. Contractor’s refuse collection staff shall flag the Customer accounts within the Contractor’s customer database following observations of contamination or overages made during regular collection service. Contractor’s Customer Support/Technical Assistance/Outreach team may also identify contaminated bins or those with overages while performing random inspections. Contractor shall document with photographs each instance of contamination and overages.
- viii. Contractor intends to use an Artificial Intelligence (AI) platform similar to that offered by Zabble or other similar proprietary technology to assist in service delivery analysis, specifically identification of contamination or overages and to aid in informative feedback and education. Use of any data obtained via this technology is restricted by the terms under Article 13.4 of this agreement.

b. Contamination Thresholds.

- If a Recyclables Bin appears to contain more than 10% by volume of non-Recyclables, then the Bin is considered “contaminated”.
- If a Compostables Bin appears to contain more than 5% by volume of non-Compostables, then the Bin is considered “contaminated.”
- If a Trash Bin appears to contain more than 25% by volume of Recyclables and Compostables, then the Bin is considered “contaminated.”

- The Contractor’s practice is not to collect any Bin that contains any amount of Hazardous Material, Medical Waste, Electronic Waste, or other material that is prohibited from being disposed of in the refuse stream.

Collection Stream	Threshold
Recyclables	10%
Compostables	5%
Trash	25%

- Public facing bins that Collection Locations do not have control over and/or bins that Collection Locations handle to consolidate abandoned materials from the public will not be subject to contamination charges. City shall identify such Collection Locations.

c. Procedures for Large Refuse Generators (have roll off compactors or generate 40 or more cubic yards of material per week)

- i. Collection bins will be assessed visually by Contractor staff. If contaminants exceed the threshold(s) outlined in Section 9.b, the collection bin(s) may be eligible for the protocol outlined below to be assessed contamination charge(s).
- ii. First instance:
 - 1) First Warning Letter. At the first instance of contamination identified by Contractor driver at the point of collection, the driver shall log the trash, recyclables, or compostables bins. Contractor will then notify Collection Location Customer with a written warning via email, copying SFE, that informs the Collection Location Customer that contamination was observed in the collection bin(s).
 - 2) First Cure Period. Contractor will give the Customer at least 30 calendar days after issuing the First Warning Letter for that Collection Location to correct the problem. Contractor, with assistance from SFE as needed for outreach and education, will work with the Department Designee at the Collection Location to address the contamination.
- iii. Second instance:
 - 1) Second Warning Letter. Following the First Cure Period, should Contractor driver again identify contamination at the point of collection, driver shall log the trash, recyclables, or compostables bins. Contractor will then notify Collection Location Customer with a written warning via email, copying SFE, that informs the Collection Location Customer that contamination was observed again following the First Cure Period .
 - 2) Second Cure Period. Contractor will give the account at least 15 calendar days after issuing the Second Warning Letter for that Collection Location to correct the problem. Contractor, with assistance from SFE as needed for

outreach and education, will work with the Department Designee at the Collection Location to address the contamination.

iv. Third instance:

- 1) Notification of Contamination Charges. Following the Second Cure Period, should Contractor driver again identify contamination at the point of collection, driver shall log the trash, recyclables, or compostables bins. Contractor shall then notify the Collection Location Customer in writing via email, copying SFE, to inform Collection Location Customer that contamination was observed once more following the Second Cure Period and that charges will be applied for this instance and for the next four (4) collections at the location at the “3rd Instance” Rate for Large Refuse Generators specified in Appendix B.7.
- 2) Assessment of Contamination Charges. Contractor may assess Contamination Charges on the Collection Location Customer at the “3rd Instance” Rate for Large Refuse Generators specified in Appendix B.7 for this instance up to the next four (4) subsequent collections where contamination occurs and is documented by driver, for a total of five (5) contamination instances charged at the “3rd Instance Rate”.

v. Fourth instance:

- 1) Notification of Ongoing Contamination. Following a total of five (5) contamination instances and charges under the Section 9.c.iv. (“Third Instance” for Large Refuse Generators), should Contractor driver once more identify contamination at the Collection Location, the driver shall log the trash, recyclables, or compostables bins. Contractor shall then notify Collection Location Customer in writing via email, copying SFE, informing the Collection Location Customer that contamination continues to be observed and that charges will continue to be applied for this instance and all instances of contamination at the location at the “4th & Subseq. Instance” Rate for Large Refuse Generators specified in Appendix B.7.
- 2) Assessment of Contamination Charges. Contractor may assess Contamination Charges on the Collection Location Customer at the “4rd & Subseq. Instance” Rate for Large Refuse Generators specified in Appendix B.7. This charge will continue until the Collection Location successfully removes the contamination in accordance with the procedures specified in Section 9.i (Removing Contamination Charges); notwithstanding the foregoing, the recurring charges shall be in effect for a minimum of two monthly billing cycles.

d. Procedures for Small to Medium Refuse Generators (generate less than 40 cubic yards a week of material)

- i. Collection bins will be assessed visually by Contractor staff. If contaminants exceed the threshold(s) outlined in Section 9.b, the collection bin(s) may be

eligible for the protocol outlined below to be assessed contamination charge(s).

ii. First instance:

- 3) First Warning Letter. At the first instance of contamination identified by Contractor driver at the point of collection, the driver shall log the trash, recyclables, or compostables bins. Contractor will then notify Collection Location Customer with a written warning via email, copying SFE, that informs the Collection Location Customer that contamination was observed in the collection bin(s).
- 4) First Cure Period. Contractor will give the Customer at least 30 calendar days after issuing the First Warning Letter for that Collection Location to correct the problem. Contractor, with assistance from SFE as needed for outreach and education, will work with the Department Designee at the Collection Location to address the contamination.

iii. Second instance:

- 3) Notification of Contamination Charges. Following the First Cure Period, should Contractor driver again identify contamination at the point of collection, driver shall log the trash, recyclables, or compostables bins. Contractor shall then notify the Collection Location Customer in writing via email, copying SFE, to inform Collection Location Customer that contamination was observed once more following the First Cure Period and that charges will be applied for this instance and for the next four (4) collections at the location at the “2rd Instance” Rate for Small & Medium Refuse Generators specified in Appendix B.7.
- 4) Assessment of Contamination Charges. Contractor may assess Contamination Charges on the Collection Location Customer at the “2nd Instance” Rate for Small & Medium Refuse Generators specified in Appendix B.7 for this instance up to the next four (4) subsequent collections where contamination occurs and is documented by driver, for a total of five (5) contamination instances charged at the “2rd Instance Rate”.

iv. Third instance:

- 3) Notification of Ongoing Contamination. Following a total of five (5) contamination instances and charges under the Subsection 9.d.iii. “Second Instance”, should Contractor driver once more identify contamination at the Collection Location, the driver shall log the trash, recyclables, or compostables bins. Contractor shall then notify Collection Location Customer in writing via email, copying SFE, informing the Collection Location Customer that contamination continues to be observed and that charges will continue to be applied for this instance and all instances of contamination at the location at the “3rd & Subseq. Instance” Rate for Small & Medium Refuse Generators specified in Appendix B.7.
- 4) Assessment of Contamination Charges. Contractor may assess Contamination Charges on the Collection Location Customer at the “3rd &

Subseq. Instance” Rate for Small & Medium Refuse Generators specified in Appendix B.7. This charge will continue until the Collection Location successfully removes the contamination in accordance with the procedures specified in Section 9.e (Removing Contamination Charges); notwithstanding the foregoing, the recurring charges shall be in effect for a minimum of two monthly billing cycles.

- e. **Excessive Contamination.** If a Recyclables or Compostables Bin is so contaminated that it must be collected as Trash, or if a Compostables Bin contains pervasive glass (regardless of volume), then the Bin will be collected as Trash, meaning that the contaminated Bin will not be counted in the Recovery Discount for this Collection location
- f. **Prohibited Material.** If a Bin is inadvertently collected that contains prohibited material, a charge equal to the Trash “extra” rate for the same-size Bin will be charged.
- g. **Return of Contamination After Cure or Ongoing Contamination; Adjustment or Suspension of Recovery Discount.** Should repeated contamination at a Collection Location be observed and documented by Contractor for a period of six (6) months despite the notifications, cure periods, and charges assessed as prescribed in Sections 9.c and 9.d, or should contamination return on a repeated basis following the removal of contamination charges under Section 9.e (Removing Contamination Charges), Contractor, following written notification to Collection Location Customer and SFE, may adjust or fully remove the Recovery Discount from offending Collection Location. Contractor must document all instances of technical assistance and outreach to Customer to assist with removing the contamination, and document all contamination instances with photos, date stamps, etc., prior to removal of the Recovery Discount for the Collection Location. The Recovery Discount for the Collection Location must be re-instated by Contractor upon successful removal of contamination in accordance with Section 9.e (Removal of Contamination) *and* two (2) months of continual removal of contamination, documented by Customer, to below the threshold(s) specified in Section 9.b.
- h. **Overages Management.** The Contractor may either refuse to collect an Overage or may collect it and charge the “Overages” Rate specified in Appendix B7.
- i. **Removing Contamination Charges.**

The procedure for removing the recurring contamination charges or suspension/adjustment of the Recovery Discount, is as follows:

- i. The Collection Location Customer will complete and submit to Contractor via email a self-assessment form with photos for the location in question. Contractor will review the form within five business days and respond to the Collection Location scheduling a follow-up conversation about additional opportunities for improving source-separation or with a

decision regarding removal of the charges based on the self-assessment. A Collection Location may submit a self-assessment form at any point after the recurring charge(s) has been on the account for at least two (2) monthly billing cycles.

- ii. Contractor will confirm receipt and, if necessary, schedule a quality assurance inspection within thirty (30) days of receipt of the Collection Location's request. The results of the inspection will be sent to the Collection Location.
- iii. If the Collection Location passes the inspection, then the recurring charge(s) will be removed on the next billing cycle. A written notification about removal of contamination charges and/or reinstating recovery discount will be sent via to Collection Location
- iv. If the Collection Location fails the inspection, then the recurring charge(s) will continue for another two (2) monthly billing cycles, at which time another quality assurance inspection may be requested.
- v. In the case the inspection shows improvement but not enough to meet the thresholds, the Contamination surcharge may be decreased (e.g., from 50% to 25%).
- vi. Notwithstanding the foregoing, recurring charges will continue for a minimum of two (2) monthly billing cycles.

10. Leased Equipment. Contractor shall offer equipment for lease as specified in Appendix B5 (Compactor Lease Rates).

- a. Equipment Lease Term. Individual Equipment Leases shall be established by each Customer, documented via Purchase Order, and billed monthly. Equipment Leases shall be month-to-month and can be terminated at any given time solely by the discretion of Customer. The Customer shall notify the Contractor, in writing, 30 days prior to terminating the lease, indicating the final date of the lease. Contractor or authorized dealer shall schedule pickup of leased equipment with Customer. Inspection of the leased equipment shall take place with both Customer and Contractor present, prior to haul-away.
- b. Use, Licenses. City will not use or operate the Leased Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement.
- c. Delivery of Equipment; Transportation. Contractor shall arrange with the manufacturer and/or vendor for the delivery and any installation of the Leased Equipment. Charges for delivery and installation are the responsibility of Contractor. However, City will reimburse Contractor for reasonable delivery and installation charges after the Leased Equipment is accepted and upon proper presentation of invoices unless such charges are included in the cost of the equipment. The Leased Equipment shall be delivered to the location designated by City and installed and made ready for operation. Contractor is responsible for

providing working equipment that is free of defects in equipment, material, or workmanship and is fit for its intended purpose or use.

- d. Installation. Contractor will arrange with City and the manufacturer and/or vendor to prepare the site, obtain all permits and licenses, if any, necessary for the installation and operation of the equipment, furnish, assemble and install the Leased Equipment as necessary at the location designated by City. Manufacturer and/or vendor must comply with all applicable State laws and local Ordinances in installing the equipment.
- e. Maintenance. Contractor shall be responsible for maintenance of Leased Equipment. As part of maintaining the Leased Equipment, Contractor shall keep the Leased Equipment in good operating order, repair, condition and appearance and shall furnish any and all parts, mechanisms or devices required to keep the Equipment in good mechanical and working order. Contractor shall provide replacement of defective Lease Equipment or when Leased Equipment is deemed beyond its useful life at no additional cost to City. Contractor shall arrange with City and manufacturer and/or authorized dealer regular maintenance and inspection of Leased Equipment. Contractor is required to respond within 24 hours from City's initial maintenance request and provide action plan such as scheduling inspection of the equipment.
- f. Relocation of Leased Equipment. Contractor agrees that City may upon reasonable notice, relocate the Leased Equipment or any item or items thereof to any location or locations within the geographical boundaries of City where City has offices at City's sole discretion and cost. Prior to any such relocation City agrees to execute or obtain and to deliver to Contractor such documents which Contractor reasonably requests to protect Contractor's right, title and interest in the Leased Equipment.
- g. Contractor's Removal and City's Surrender of Leased Equipment. At the end of the Agreement term or unless sooner terminated, City agrees to surrender any remaining Leased Equipment in as good a condition as when furnished, reasonable wear and tear excepted. Contractor agrees, at Contractor's cost, to accept and remove the Leased Equipment as provided in this Agreement. Contractor's failure to accept and remove the Leased Equipment shall entitle City to remove the Leased Equipment and place it in any storage facility in San Francisco at Contractor's sole expense and Contractor shall hold City free and harmless from any expense or damages of any kind occasioned thereby and arising therefrom.
- h. Force Majeure. Contractor shall not be liable for failure to furnish Leased Equipment ready for use on the date specified or to remove in accordance with the terms of this Agreement nor shall City be liable for delay in installation or removal when such failures are due to causes beyond the reasonable control of either such as acts of God, acts of civil or military authority, fires, strikes, floods, epidemics, quarantine, war, riot, delays in transportation, care shortages, and

inability due to causes beyond its reasonable control to obtain necessary labor, materials or manufacturing facilities, and in such event the party under obligations to perform shall perform as soon as such cause is removed.

- i. City's Right to Use Other Equipment Simultaneously with the Leased Equipment. City does not grant Contractor an exclusive right during the term of this Agreement to supply City with leased equipment used for refuse storage and collection. City reserves the right to lease or purchase similar or different equipment from any other supplier or lessors which may be used contemporaneously with any item of equipment leased hereunder. City shall ensure equipment obtained from suppliers or lessors other than Contractor conforms with requirements for servicing by Contractor's vehicles and other equipment.
- j. Enjoyment of the Equipment. Provided that, and so long as, the City is not in default under the Agreement, Contractor hereby covenants to provide the City during the term of this Agreement with quiet use and enjoyment of the Equipment, and the City shall during the Agreement term peaceably and quietly have and hold and enjoy the equipment, without suit, trouble or hindrance from Contractor. Any assignee of Contractor shall not interfere with the City's quiet use and enjoyment during the Agreement Term so long as the City is not in default pursuant to the Agreement.
- k. Title to the Equipment. Title to the Equipment and any and all additions, repairs, replacements or modifications thereto shall be held in the name of Contractor, and the City shall have no right, title or interest in the Equipment or any additions, repairs, replacements or modifications thereto except as expressly set forth in the Agreement.
- l. Liability for Damage to Equipment. It is understood and agreed that the City is responsible for loss of or damage to any Contractor-owned equipment involved, only as caused by the negligent or wrongful actions of City's officers, agents and employees.

11. Purchased Equipment. Contractor shall offer equipment for purchase as specified in Appendix B6 ("Compactor Purchase Price"). Contractor shall provide a complete quote to City for compactor purchase, including any allowable ancillary charges identified in Appendix B6 (installation, delivery, customization, etc.). City shall authorize the purchase via Purchase Order.

- a. Use, Licenses. City will not use or operate the Purchased Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement.
- b. Delivery of Equipment; Transportation. Contractor shall arrange with the manufacturer and/or vendor for the delivery and any installation of the Purchased Equipment. City will reimburse Contractor for reasonable delivery and

installation charges after the Purchased Equipment is accepted and upon proper presentation of invoices unless such charges are included in the cost of the equipment. The Purchased Equipment shall be delivered to the location designated by City and installed and made ready for operation. Contractor is responsible for providing working equipment that is free of defects in equipment, material, or workmanship and is fit for its intended purpose or use.

- c. Installation. Contractor will arrange with the City and manufacturer and/or vendor to prepare the site, obtain all permits and licenses, if any, necessary for the installation and operation of the equipment, furnish, assemble and install the Purchased Equipment as necessary at the location designated by City. Contractor shall comply with all applicable State laws and local Ordinances in installing the equipment.
- d. Warranty. Contractor warrants to City that the manufacturer's warranty and service will be passed on to the City at the time of delivery of Purchased Equipment.
- e. Warranty Repairs. Contractor shall be responsible for ensuring the manufacturer or authorized dealer of the Purchased Equipment performs all required warranty work and that services, parts, labor and travel are available and provided to meet the City's schedules. This does not limit or reduce in any manner the manufacturer's warranty or use of manufacturer's warranty service. Warranty repairs and parts shall be initiated within 24 hours of initial notification by the City. All work required under warranty shall be promptly accomplished at no expense to the City. An adequate stock of repair parts shall be available within 24 hours from notification by City for the equipment purchased.
- f. Relocation of Purchased Equipment. Contractor agrees that City may upon reasonable notice, relocate the Purchased Equipment or any item or items thereof to any location or locations within the geographical boundaries of City where City has offices at City's sole discretion and cost. Prior to any such relocation City agrees to execute or obtain and to deliver to Contractor such documents which Contractor reasonably requests to protect Contractor's right, title and interest in the Purchased Equipment.
- g. Force Majeure. Contractor shall not be liable for failure to furnish Purchased Equipment ready for use on the date specified or to remove in accordance with the terms of this Agreement nor shall City be liable for delay in installation or removal when such failures are due to causes beyond the reasonable control of either such as acts of God, acts of civil or military authority, fires, strikes, floods, epidemics, quarantine, war, riot, delays in transportation, care shortages, and inability due to causes beyond its reasonable control to obtain necessary labor, materials or manufacturing facilities, and in such event the party under obligations to perform shall perform as soon as such cause is removed.

- h. City's Right to Use Other Equipment Simultaneously with the Purchased Equipment. City does not grant Contractor an exclusive right during the term of this Agreement to supply City with purchased compactors equipment used for Refuse storage and collection. City reserves the right to purchase similar or different equipment from any other supplier which may be used contemporaneously with any item of equipment purchased hereunder. City shall ensure equipment obtained from suppliers other than Contractor conforms with requirements for servicing by Contractor's vehicles and other equipment.

12. Training on Leased and Purchased Equipment

Contractor shall work with the manufacturer or authorized dealer of any Leased or Purchased Equipment to provide qualified instructor(s) to conduct training for Customers on use of Leased or Purchased Equipment. The training shall familiarize City personnel on safe operation, routine maintenance such as cleaning, and basic troubleshooting of the equipment. Location of training to be determined by the City.

Appendix B
Calculation of Charges
Effective July 1, 2024

B1. Uniform Collection Rates

Size	Collections per week								
	1 collection per week	2 collections per week	3 collections per week	4 collections per week	5 collections per week	6 collections per week	7 collections per week (daily collection)	Saturday	Sunday
32-gallon cart	\$52.26	\$104.53	\$157.13	\$209.08	\$261.34	\$321.45	\$389.42	\$60.11	\$67.96
64-gallon cart	\$104.53	\$209.08	\$313.61	\$418.16	\$522.69	\$642.93	\$778.82	\$120.22	\$135.90
96-gallon cart	\$156.81	\$313.61	\$470.43	\$627.24	\$784.03	\$964.36	\$1,168.23	\$180.33	\$203.86
1.0-yard bin	\$305.71	\$611.42	\$917.14	\$1,222.85	\$1,528.56	\$1,941.28	\$2,491.55	\$412.71	\$550.28
1.5-yard bin	\$458.56	\$917.14	\$1,375.71	\$1,834.27	\$2,292.83	\$2,911.90	\$3,737.33	\$619.06	\$825.43
2.0-yard bin	\$544.34	\$1,088.68	\$1,633.02	\$2,177.36	\$2,721.70	\$3,456.56	\$4,436.37	\$734.85	\$979.81
2.5-yard bin	\$667.96	\$1,335.92	\$2,003.88	\$2,671.84	\$3,339.81	\$4,007.77	\$4,675.73	\$901.73	\$1,012.88
3.0-yard bin	\$759.24	\$1,518.46	\$2,277.69	\$3,036.94	\$3,796.16	\$4,821.12	\$6,187.75	\$1,024.97	\$1,366.62
4.0-yard bin	\$949.16	\$1,898.33	\$2,847.49	\$3,796.65	\$4,745.82	\$6,027.20	\$7,735.68	\$1,281.38	\$1,708.49
6.0-yard bin	\$1,347.99	\$2,695.97	\$4,043.97	\$5,391.95	\$6,739.94	\$8,559.73	\$10,986.10	\$1,819.78	\$2,426.38
7.0-yard bin	\$1,572.37	\$3,144.75	\$4,717.12	\$6,289.49	\$7,861.86	\$9,984.57	\$12,814.84	\$2,122.71	\$2,830.27

B2. Ancillary Service Rates

Types of Ancillary Services	Charge/Rate	Unit of measurement (UOM)
<u>Distance Fee:</u> carts located inside, less than 100 feet from the curb	10%	Of Monthly Service Fee
<u>Distance Fee:</u> carts located inside, more than 100 feet from the curb	25%	Of Monthly Service Fee
<u>Distance Fee:</u> carts located 4 feet or more above or below ground level	25%	Of Monthly Service Fee
An access/key charge will be applied for every pickup in a week, except for Front-Loader Compactors.	\$ 16.99	Each Pickup
Pallet Collection - during regular routine service	\$ 22.81	Each Pallet
Pallet Collection - during regular routine service	\$ 119.50	Each Trip/Pickup
Pallet Collection (as needed/on-call service) <i>\$119.50 each trip/pickup + 22.81 * # of pallets</i>	\$ 142.31	Trip Charge + Per Pallet Fee
Cardboard Pickup/Collection Program – Weekday <i>\$119.50 per trip/pickup + \$48.36 per cubic yard</i>	\$ 167.86	Per Trip + Cubic Yard
Cardboard Pickup/Collection Program – Saturday <i>\$142.21 per trip/pick-up + \$48.36 per cubic yard</i>	\$ 190.57	Per Trip + Cubic Yard
Cardboard Pickup/Collection Program – Sunday <i>\$182.84 per trip/pickup + \$48.36 per cubic yard</i>	\$ 231.20	Per Trip + Cubic Yard
Excess Cardboard Placed Beside a Bin <i>\$48.36 x cubic yard</i>	\$ 48.36	Per Trip + Cubic Yard
Bulky Items Pickup	\$ 109.22	Per Trip
<i>Bulky Items Pickup Includes: collection of discarded materials including Bulky Goods in customer-provided containers or trash bags, and other objects not larger than 3 feet by 6 feet or heavier than 200 pounds. Set out shall not exceed a total of two (2) cubic yards in volume and no one object shall exceed 200 pounds in weight. The 2 cubic yards in volume may include up to 2 bulky items, including major appliances, carpets, mattresses, clothing and oversized Yard Trimmings such as tree trunks and branches not exceeding 2 feet in diameter and 4 feet in length. Bulky Goods does not include a motor vehicle or any assembly, or major component, except tires, and does not include hazardous waste.</i>		
External bins for internal use (purchase price) <i>Brand: City Approved Models. SIZE 32 Gallon</i>	\$ 42.03	Each
External bins for internal use (purchase price) <i>Brand: City Approved Models. SIZE 64 Gallon</i>	\$ 47.90	Each
External bins for internal use (purchase price) <i>Brand: City Approved Models. SIZE 96 Gallon</i>	\$ 53.50	Each

B3. Compactor Collection Rates

Front-Load Compactor (less than 6-yard) Collection Rates			
Front-Load Compactor Size	Weekday Collection Rate	Saturday Collection Rate	Sunday Collection Rate
0.50 yds	\$181.70	\$266.50	\$293.15
0.75 yds	\$363.41	\$399.75	\$439.72
1.00 yds	\$484.54	\$532.99	\$586.30
1.50 yds	\$726.82	\$799.49	\$879.45
2.00 yds	\$969.09	\$1,066.00	\$1,172.59
2.50 yds	\$1,211.36	\$1,332.49	\$1,465.74
3.00 yds	\$1,453.63	\$1,598.98	\$1,758.89
4.00 yds	\$1,938.17	\$2,131.98	\$2,345.19
4.50 yds	\$2,180.45	\$2,398.48	\$2,638.34
5.00 yds	\$2,422.72	\$2,664.97	\$2,931.49
6.00 yds	\$2,907.27	\$3,197.97	\$3,517.78

Compactor (exceeding 6-yard) Collection Rates per Pick-up			
Compactor Size	Weekday Collection Rate	Saturday Collection Rate	Sunday Collection Rate
6.50 yds	\$1,051.26	\$1,242.24	\$1,291.92
7.00 yds	\$1,051.26	\$1,242.24	\$1,291.92
7.50 yds	\$1,051.26	\$1,242.24	\$1,291.92
8.00 yds	\$1,051.26	\$1,242.24	\$1,291.92
8.50 yds	\$1,051.26	\$1,242.24	\$1,291.92
9.0 yds	\$1,051.26	\$1,242.24	\$1,291.92
9.5 yds	\$1,051.26	\$1,242.24	\$1,291.92
10 yds	\$1,051.26	\$1,242.24	\$1,291.92
15 yds	\$1,051.26	\$1,242.24	\$1,291.92
18 yds	\$1,051.26	\$1,242.24	\$1,291.92
20 yds	\$1,051.26	\$1,242.24	\$1,291.92
25 yds	\$1,051.26	\$1,242.24	\$1,291.92
27 yds	\$1,051.26	\$1,242.24	\$1,291.92
30 yds	\$1,051.26	\$1,242.24	\$1,291.92

B4. Regulated Debris Box Rates

Regulated Debris Box	Weekday Collection	Weekends & Holidays Collection
14 yds	\$1,037.35	\$1,191.84
20 yds	\$1,205.75	\$1,386.61
30 yds	\$1,300.79	\$1,495.91

B5. Compactor Lease Rates

Compactors for Lease	Monthly Lease Rate	Unit of Measurement (UOM)
2 yds Front-End Load Compactor	\$515.10	month
4 yds Front-End Load Compactor	\$515.10	month
6 yds Front-End Load Compactor	\$515.10	month
15 yds Compactor	\$669.63	month
18 yds Compactor	\$798.41	month
20 yds Compactor	\$824.16	month
25 yds Compactor	\$849.92	month
27 yds Compactor	\$1,004.45	month
30 yds Compactor	\$1,133.22	month
<p><u>Items subject to additional charges, to be quoted at time of order:</u></p> <ul style="list-style-type: none"> • freight • hopper modifications • custom compactor configurations • space restrictions-compactor may need to be cut down to fit • vertical or chute style compactors • hydraulic tailgates • one side hookup • walk on deck verses drive on deck • ground load • through wall chute or dock load • full channel guides • angle guides and stops • installation 		

B6. Compactor Purchase Price

Compactors for Purchase	Unit Price	Unit of Measurement (UOM)
2 yds Front-End Load Compactor	\$8,780.39	each
4 yds Front-End Load Compactor	\$11,033.44	each
6 yds Front-End Load Compactor	\$12,259.38	each
15 yds Compactor	\$39,842.99	each
18 yds Compactor	\$42,212.45	each
20 yds Compactor	\$44,011.17	each
25 yds Compactor	\$46,095.27	each
27 yds Compactor	\$47,131.65	each
<p><u>Items subject to additional charges, to be quoted at time of order:</u></p> <ul style="list-style-type: none"> • freight • hopper modifications • custom compactor configurations • space restrictions-compactor may need to be cut down to fit • vertical or chute style compactors • hydraulic tailgates • one side hookup • walk on deck verses drive on deck • ground load • through wall chute or dock load • full channel guides • angle guides and stops • installation 		

B7. Contamination & Overages Charges

Charges for Contamination shall be applied in accordance with Appendix A, Section 9: Contamination and Overages and at the rates indicated in this Appendix B7.

CONTAMINATION: LARGE REFUSE GENERATORS					
CATEGORY	THRESHOLD	1st INSTANCE	2nd INSTANCE	3rd INSTANCE	4th & SUBSEQ. INSTANCE UNTIL CURED
Recycling	Bin contains 10% or more by volume non-recyclable material	Written Warning + 30-day Cure Period	Written Warning + 15-day Cure Period	50% Surcharge for contaminated bin: Bin Charge + 50% Bin Charge	100% Surcharge for contaminated bin: Bin Charge + 100% Bin Charge
Compost	Bin contains 5% or more by volume non-compostable material	Written Warning + 30-day Cure Period	Written Warning + 15-day Cure Period	50% Surcharge for contaminated bin: Bin Charge + 50% Bin Charge	100% Surcharge for contaminated bin: Bin Charge + 100% Bin Charge
Trash	Bin contains 25% or more by volume non-trash material	Written Warning + 30-day Cure Period	Written Warning + 15-day Cure Period	50% Surcharge for contaminated bin: Bin Charge + 50% Bin Charge	100% Surcharge for contaminated bin: Bin Charge + 100% Bin Charge

CONTAMINATION: SMALL & MEDIUM REFUSE GENERATORS				
CATEGORY	THRESHOLD	1st INSTANCE	2nd INSTANCE	3rd & SUBSEQ. INSTANCE
Recycling	Bin contains 10% by volume non-recyclable material	Written Warning + 30-day Cure	50% Surcharge for contaminated bin: Bin Charge + 50% Bin Charge	100% Surcharge for contaminated bin: Bin Charge + 100% Bin Charge
Compost	Bin contains 5% by volume non-compostable material	Written Warning + 30-day Cure	50% Surcharge for contaminated bin: Bin Charge + 50% Bin Charge	100% Surcharge for contaminated bin: Bin Charge + 100% Bin Charge
Trash	Bin contains 25% by volume non-trash material	Written Warning + 30-day Cure	50% Surcharge for contaminated bin: Bin Charge + 50% Bin Charge	100% Surcharge for contaminated bin: Bin Charge + 100% Bin Charge

OVERAGES		
Rate for Overage (1 cubic yard minimum of overage material)	\$48.36	Per Cubic Yard

B8. Recovery Discount

Each Department shall receive a Recovery Discount applied to each City Department Collection Location’s monthly bill, equal to the percentage by volume of the total material collected from every Bin at the Collection Location that is Recycling and Compost. The Recovery Discount is calculated by Collection Location as follows:

$$\text{Recovery Discount} = (\text{Recycling} + \text{Composting Volume}) / (\text{Recycling} + \text{Composting} + \text{Trash Volume})$$

Example Recovery Discount Calculation

Assume a City Department location is subscribed for the following service level:

Service Level @ Collection Location	Subscribed Monthly Bin Volume by Cubic Yard
3 96-gal. Trash Bins, 4 days/week	$= 3 * (96/201.9) * 4 * 4.33 = \mathbf{24.7}$
3 64-gal. Recyclables Bins, 4 days/week	$= 3 * (64/201.9) * 4 * 4.33 = \mathbf{16.47}$
1 7-yd. Compostables Compactor, 1 x per month	$= 1 * (7 * 3) * 1 = \mathbf{21}$

Note: 201.9 converts gallons to cubic yards; 4.33 converts weeks to month; using typical 3 to 1 compaction rate for compactors

The Recovery Discount for the above City Location would be as follows:

$$\text{Recovery Discount @ Collection Location} = (16.47 + 21) / (16.47 + 21 + 24.7) = 60.3\%$$

Appendix C Regulatory and Compliance Requirements

1. Price

Only prices that appear on 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, 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

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 **Contract Start Date** of [insert] specified in Article 2 of this Agreement.
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 the date(s) indicated in the amended Appendix B. City and Contractor shall make all reasonable efforts to timely execute such 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, non-preliminary Consumer Price Index (CPI) 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 Proposal Due Date.

The following CPI will apply to the Price Adjustment:

Series ID: CUURS49BSA0
Series Title: All items in San Francisco-Oakland-Hayward, CA, all urban consumers, not seasonally adjusted
Area: San Francisco-Oakland-Hayward, CA
Item: All items
Base Date: 1982-84=100
Website: www.bls.gov/data/

3. Additional Services

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

4. Regulatory Requirements

A. The Contractor must comply with all relevant refuse collection and processing laws and regulations, including but not limited to:

1. [San Francisco's Goal of Zero Waste](#)
2. Mandatory Recycling and Composting Ordinance, Chapter 19 of the City and County of San Francisco's Environment Code.
3. Refuse Separation Compliance Ordinance, Chapter 19 of the City and County of San Francisco's Environment Code.
4. State Assembly Bill (AB) 939 – The California Integrated Waste Management Act, AB 341- Mandatory Commercial Recycling Law, and AB 1826 – Mandatory Commercial Organic Waste Recycling Law.
5. State Senate Bill (SB) 1383 – Short-Lived Climate Pollutant Reduction Law.
6. All City and County of San Francisco's Public Health, Public Works and Administrative Codes that are applicable to refuse service collection.

B. California Environmental Quality Act (“CEQA”) Compliance

1. Final Action Subject to Environmental Review. Any contract resulting from this Solicitation will likely be a “Project” under the California Environmental Quality Act (“CEQA”). The City will not enter into a final contract until there has been complete compliance with CEQA and the City's Environmental Quality Regulations pursuant to San Francisco Administrative Code Chapter 31. The City intends, through exclusive negotiations, to identify the actions and activities that would be necessary to facilitate meaningful environmental review. If the Project is found to cause significant adverse impacts, the City retains absolute discretion to: (1) modify the Project to mitigate significant adverse environmental impacts, (2) select feasible alternatives which avoid significant adverse impacts of the Project, (3) require the implementation of specific measures to mitigate the significant adverse environmental impacts of the Project, as identified upon environmental evaluation in compliance with CEQA and the City's Environmental Quality Regulations, (4) reject the Project as proposed if the economic and social benefits of the Project do not outweigh otherwise unavoidable significant adverse impacts of the Project, or (5) approve the Project upon a finding that the economic and social benefits of the Project outweigh otherwise unavoidable significant adverse impacts.
2. Subsequent Approval Required. By submitting a proposal to this solicitation, Proposer acknowledges and agrees that the City is not committing itself or agreeing to enter into a contract with Proposers, or undertake any other acts or

activities relating to the subsequent independent exercise of discretion by the San Francisco Planning Commission, the Board of Supervisors, or any other agency, commission or department of the City, and that any final contract is subject to the prior approval of each in their sole and absolute discretion.

C. Vehicle Permit and License Compliance

1. Department of Public Health Refuse Collection Truck Permit (Health Code, Article 12, Section 714) Contractor is required to obtain, and maintain for the duration of this Agreement, a valid Refuse Collection Truck Permit (“Permit”) from the San Francisco Department of Public Health (DPH) - Environmental Health Branch, for each refuse collection truck used in connection with this Agreement. Contractor is required to obtain the Permit no later than **July 1, 2024**. Contractor may be subject to routine Refuse Collection Truck inspections conducted by DPH, pursuant to **SFHC Article 6** and **14 CCR, Chapter 3, Article 5**. The City has the option to terminate this Agreement in accordance with Article 8. Termination and Default for the Contractor’s failure to obtain a Refuse Collection Truck Permit by the DPH Environmental Health Branch.
2. Tax Collector License (Business & Tax Regulations Code, Article 2, Section 249.6) Contractor is required to obtain and maintain a valid license from the City’s Tax Collector for each truck used to provide Services under this Agreement. These licenses must be renewed annually for the term of the Agreement. The City has the option to terminate this Agreement in accordance with Article 8: Termination and Default for the Contractor’s failure to obtain the necessary licenses from the Tax Collector.

D. General Vehicle Compliance

1. The Contractor shall only utilize vehicles permitted by the Department of Public Health Environmental Health Branch during the duration of the Agreement and shall maintain a sufficient number of vehicles to perform the work required herein. All vehicles used in the performance of this Agreement shall have the name of the Contractor and the permit prominently displayed. All vehicles and equipment used in the performance of this Agreement shall meet applicable state and local standards and shall be operated and maintained in a safe and sanitary condition. All vehicles and equipment used in the performance of this Agreement shall be the property and sole responsibility of the Contractor.
2. The Contractor shall make a reasonable effort to use environmentally preferable fuels, such as renewable diesel or biomethane from source separated anaerobic digestion

5. Other Requirements.

- A. 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.

- i. 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 2015 Landfill Agreement

City and County of San Francisco
Department of the Environment
1455 Market Street, Suite 1200
San Francisco, California 94103

APPROVED JUL 22 2015

Landfill Disposal Agreement between The City and County of San Francisco and Recology San Francisco

This Landfill Disposal Agreement (this "Agreement") is made this ___ day of July, 2015, in the City and County of San Francisco, State of California ("San Francisco"), by and between: Recology San Francisco, a California corporation, hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Department of the Environment.

Recitals

WHEREAS, the City, Contractor (d/b/a Sanitary Fill Company) and Waste Management of Alameda County, Inc. ("Waste Management") (d/b/a Oakland Scavenger Company) are parties to that certain Waste Disposal Agreement dated as of January 2, 1987 (the "Prior Landfill Agreement"), and City and Contractor are parties to that certain Agreement in Facilitation of Waste Disposal Agreement dated January 2, 1987 (the "Prior Facilitation Agreement," and together with the Prior Landfill Agreement, the "1987 Agreements").

WHEREAS, the Prior Landfill Agreement provides the City with landfill disposal capacity of up to 15 million tons at Waste Management's Altamont landfill, approximately 14.6 million of which had been utilized as of January 1, 2015.

WHEREAS, the City estimates that the remaining landfill disposal capacity under the Prior Landfill Agreement will be exhausted sometime in the first half of 2016, depending on the rate at which residual solid waste is disposed of in San Francisco in the coming years.

WHEREAS, the California Department of Resources Recycling and Recovery (CalRecycle) requires that the City have a plan for 15 years of landfill disposal capacity.

WHEREAS, in 2006, the Department of the Environment began considering options for disposal of the City's refuse after the conclusion of the 1987 Agreements. The Department elected to use a competitive selection process ("Competitive Selection Process") to select a proposed contractor. Specifically,

(1) The Department of the Environment held a series of noticed public hearings in 2007 to assess the public's priority considerations for a new disposal agreement.

(2) On May 30, 2008, the Department of the Environment issued a Request for Qualifications ("RFQ"), and invited every landfill operator in the State of California to submit a response.

(3) In February 2009, the Department of the Environment sent all landfill operators that responded to the RFQ the Request for Proposals for Landfill Disposal Capacity ("RFP"). The RFP required each proposer to provide detailed information regarding its principal proposed landfill and any proposed back-up landfill. Only two companies, Recology and Waste Management, submitted responses to the RFP and satisfied all pre-submission requirements.