

File No. 220923

Committee Item No. 6

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date September 21, 2022

Board of Supervisors Meeting Date _____

Cmte Board

- Motion
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OTHER (Use back side if additional space is needed)

- Executed Contract Modification 1 4/13/2022
- Executed Contract 9/24/2019
- Bid Documents
- Bid Tabulation
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- _____

Completed by: Brent Jalipa Date September 15, 2022

Completed by: Brent Jalipa Date _____

1 [Contract Amendment - Denali Water Solutions LLC - Biosolids and Grit Hauling
2 Services Oceanside and Southeast Wastewater Treatment Plants - Not to Exceed
3 \$18,800,000]

4 **Resolution authorizing the Office of Contract Administration to amend PeopleSoft**
5 **Contract ID 1000015461 between the City and County of San Francisco and Denali**
6 **Water Solutions LLC for the hauling of biosolids and grit from Public Utilities**
7 **Commission’s Oceanside and Southeast wastewater treatment plants, increasing**
8 **the contract amount by \$10,200,000 for a total not to exceed amount of**
9 **\$18,800,000 and extending the contract end date by four years, with a contract**
10 **duration of seven years for a total term of October 1, 2019, through September 30,**
11 **2026.**

12

13 WHEREAS, Charter, Section 9.118(b), requires the Board of Supervisors to
14 approve by Resolution contracts estimated to cost the City \$10,000,000 or more; and

15 WHEREAS, The contract referenced above is on file with the Clerk of the Board of
16 Supervisors in File No. 220923, which is hereby declared to be part of this Resolution as
17 if set forth fully herein; and

18 WHEREAS, This Contract was competitively procured as required by
19 Administrative Code, Chapter 21.1, through an Invitation for Bids issued by the Office of
20 Contract Administration on April 2, 2019, under Sourcing Event 0000001515 for the
21 provision of Biosolids and Grit Hauling Services; and

22 WHEREAS, Sourcing Event 0000001515 resulted in the primary award of
23 Aggregate 1 to Denali Water Solutions as the lowest responsive bidder (PeopleSoft
24 Contract ID 1000015461) with an LBE subcontracting participation requirement of 7%;
25 and

1 WHEREAS, Amendment 1 to the contract executed on April 13, 2022 decreased
2 the Not to Exceed (NTE) amount from \$8,700,000 to \$8,600,000; and

3 WHEREAS, Annually, the Oceanside and Southeast wastewater treatment plants
4 produce approximately 60,000 tons of biosolids which are nutrient rich solids produced
5 during wastewater and 4,000 tons of grit which is sand removed from the wastewater
6 before treatment; and

7 WHEREAS, The hauling of biosolids and grit from San Francisco Public Utilities
8 Commission's (SFPUC) Oceanside and Southeast wastewater treatment plants is critical
9 for the daily operation of the City's wastewater treatment infrastructure; now, therefore,
10 be it

11 RESOLVED, That the Board of Supervisors, under Charter, Section 9.118(b),
12 hereby authorizes the Purchaser and Director of the Office of Contract Administration
13 to enter into amend PeopleSoft Contract ID 1000015461 between the City and County
14 of San Francisco and Denali Water Solutions LLC for the hauling of biosolids and grit
15 from PUC's Oceanside and Southeast wastewater treatment plants, increasing the
16 contract amount by \$10,200,000 for a total not to exceed amount of \$18,800,000 and
17 extending the contract end date by four years to September 30, 2026, with a total
18 contract duration of seven years; and, be it

19 FURTHER RESOLVED, That within 30 days of the contracts being fully
20 executed by all parties, the Purchaser shall provide the final copies of the contracts to
21 the Clerk of the Board for inclusion into the official file.

22
23
24
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Item 6 File 22-0923	Department: Public Utilities Commission (PUC), Office of Contract Administration (OCA)
EXECUTIVE SUMMARY	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> • The proposed resolution would approve Modification No. 2 to the San Francisco Public Utilities Commission’s (SFPUC) biosolids and grit hauling contract with Denali Water Solutions LLC (Denali), increasing the not-to-exceed amount by \$10,200,000, for a total not to exceed \$18,800,000, and exercising the four-year option to extend through September 2026. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> • SFPUC’s Oceanside and Southeast wastewater treatment plants produce approximately 60,000 tons of biosolids (nutrient rich solids produced during treatment) and 4,000 tons of grit (sand removed from wastewater before treatment) each year. Biosolids are transported to compost facilities for use as fertilizer and grit is transported to landfill. In April 2019, the Office of Contract Administration (OCA) issued a Request for Proposals (RFP) on behalf of SFPUC for biosolid and grit hauling services. Denali was deemed the lowest cost responsive and responsible proposer and was awarded a contract for three years with an option to extend up to four more years. The contract expires September 30, 2022, and OCA, SFPUC, and Denali have agreed to exercise the extension option. Other contract terms would not change under the proposed modification. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> • The proposed Modification No. 2 would increase the not-to-exceed amount of the contract by \$10,200,000, for a total not to exceed \$18,800,000. • SFPUC anticipates that contract expenditures will increase 40% in FY 2022-23 due to increased biosolids production and longer hauling routes to a new facility. The Budget and Legislative Analyst has reviewed annual load reports and finds the projections to be reasonable. <p style="text-align: center;">Recommendation</p> <ul style="list-style-type: none"> • Approve the proposed resolution. 	

MANDATE STATEMENT

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

BACKGROUND

The San Francisco Public Utilities Commission’s (SFPUC) Oceanside and Southeast wastewater treatment plants produce approximately 60,000 tons of biosolids (nutrient rich solids produced during treatment) and 4,000 tons of grit (sand removed from wastewater before treatment) each year. Biosolids are transported to four locations for use as fertilizer, and grit is transported to landfill. In April 2019, the Office of Contract Administration (OCA) issued a Request for Proposals (RFP) on behalf of SFPUC for biosolid and grit hauling services. The SFPUC received three proposals, which were evaluated on a low-bid basis, as shown in Exhibit 1 below.

Exhibit 1: Proposers and Bids from RFP

Proposer	Bid Amount¹
Denali Water Solutions	\$585.77
S&S Trucking	627.69
Recology	938.91

Source: OCA

Denali Water Solutions (Denali) was deemed the lowest cost responsive and responsible proposer and was awarded a contract. In September 2019, OCA executed a contract with Denali for a term of three years, from October 2019 through September 2022, for an amount not to exceed \$8,700,000, with an option to extend through September 2026. In April 2022, OCA executed Modification No. 1 to the contract, reducing the not-to-exceed amount to \$8,600,000.² The contract expires September 30, 2022, and OCA, SFPUC, and Denali have agreed to exercise the option to extend the contract four years.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve Modification No. 2 to SFPUC’s biosolids and grit hauling contract with Denali, increasing the not-to-exceed amount by \$10,200,000, for a total not to exceed \$18,800,000, and exercising the four-year option to extend through September 2026. Other contract terms would not change.

¹ The bid amount is a weighted aggregate total that uses costs per load and per mile for various hauling scenarios. Rates vary by day of the week, haul size, and mileage, among other factors. Contract costs are adjusted annually based on the prevailing wage for commercial drivers and diesel fuel prices.

² According to Evan Magante, OCA Senior Purchaser, the reduction was due to a total expenditure authorization of \$9.7 million over four biosolids hauling contracts that was approved by the Civil Service Commission. One of the other contracts required an increase, so the Denali contract was reduced to stay within the total authorization.

Performance Monitoring

The contractor is required respond within six hours to hauling requests, produce monthly reports of loads hauled from the City to end locations, document reasons of underweight loads, and document emergency and ad-hoc services. SFPUC staff are satisfied by Denali’s performance and provided an overview of the contractor’s performance to our office.

FISCAL IMPACT

The proposed Modification No. 2 would increase the not-to-exceed amount of the contract by \$10,200,000, for a total not to exceed \$18,800,000. Actual and projected expenditures are shown in Exhibit 2 below.

Exhibit 2: Actual and Projected Contract Expenditures

Fiscal Year	Amount
FY 2019-20 (Actual, 9 Months)	\$1,612,493
FY 2020-21 (Actual)	1,715,239
FY 2021-22 (Actual)	1,947,691
FY 2022-23 (Projected)	2,726,415
FY 2023-24 (Projected)	3,089,029
FY 2024-25 (Projected)	3,297,398
FY 2025-26 (Projected)	3,455,904
FY 2026-27 (Projected, 3 Months)	889,895
Total	\$18,734,064

Source: SFPUC

According to Ryan Batjiaka, SFPUC Wastewater Enterprise Senior Environmental Specialist, contract expenditures slowed in FY 2020-21 because biosolids production at the Southeast Treatment Plant declined by approximately 20 percent due to the COVID-19 pandemic and lack of commuters to the downtown core. SFPUC staff project that biosolids production will return to pre-pandemic levels in FY 2022-23 and projections for future contract years also account for population growth in future years. Additionally, Denali will begin hauling loads to a new facility in Merced County, which will have higher costs due to the distance. The Budget and Legislative Analyst has reviewed annual load reports and projected usage and finds the projection to be reasonable. Actual expenditures in future years will depend on biosolids production and the SFPUC’s hauling needs. Contract expenditures are funded by SFPUC’s Wastewater Enterprise operating budget.

RECOMMENDATION

Approve the proposed resolution.

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



Contract Modification 2

Biosolids and Grit hauling Services

Denali Water Solutions LLC
3031 Franklin Ave.
Riverside, CA 92507
Attn: Dave Vaughn
Email: dave.vaughn@denaliwater.com

Date: August 8, 2022
Buyer Name: Evan Magante
Term contract: 68382
Contract ID: 1000015461 (Aggregate 1 – Primary)
Not-to-exceed amount: \$18,800,000
Supplier ID: 0000039609
Type: Indefinite Quantity

The history of this contract and its modifications is as follows:

Modification	Start date	End date	Amount	Other changes
Original contract	10-01-19	09-30-22	\$8,700,000 (Aggregate 1 - primary)	
1	10-01-19	09-30-22	\$8,600,000 (Aggregate 1 - primary)	Decrease Not-to-exceed amount
2	10-01-19	09-30-26	\$18,800,000 (Aggregate 1 - primary)	Increase Not-to-exceed amount Extend contract term

This modification No. 2 changes the contract as follows:

1. Increases NTE amount from \$8,600,000 to \$18,800,000 (Aggregate 1 – Primary).
2. Extends contract term through September 30, 2026.

All other terms and conditions remain the same.

CITY

Denali Water Solutions LLC

Recommended by:

Linda Repola
Supervising Purchaser
Office of Contract Administration

Dave Vaughn
Executive Vice President

City Supplier Number: 0000039609

Approved:

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



CONTRACT AWARD

Indefinite Quantity

Denali Water Solutions LLC
3031 Franklin Ave.
Riverside, CA 92507
Attn: Chris Marks
E-Mail: chris.marks@denaliwater.com

Date: September 24, 2019
Buyer's Name: Evan Magante
Term Contract: 68382
Contract ID: 1000015461 (Aggregate 1 – Primary)
Not-to-exceed amount: \$8,700,000
Contract ID: 1000015998 (Aggregate 2 – Secondary)
Not-to-exceed amount: \$500,000
Type: Indefinite

The City and County of San Francisco does hereby accept your offer to furnish the articles indicated below. Contractor agrees that such articles are to be delivered in the manner and the form and in accordance with the terms and conditions, and at the times and prices set forth in the contract herein, but only after receipt of order properly certified by the Controller of the City and County of San Francisco.

For Biosolids and Grit Hauling Services


For the term **October 1, 2019** through **September 30, 2022**.

SEP 26 '19 PM 12:58

Items: **Aggregate 1 – Primary Award**
Aggregate 2 – Secondary Award

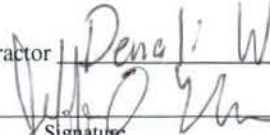
Payment Terms: **Net 30**

Acknowledge receipt and acceptance of this Contract Award in the space below. Return to Purchaser, 1 Dr. Carlton B. Goodlett Place, Room 430, San Francisco, CA, 94102-4685. DUPLICATE COPY IS FOR YOUR FILES.



As the duly appointed Purchaser of the City and County of San Francisco **FOR A. DEGRAFIN RICO** Date **9.26.19**

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor Denali Water Solutions, LLC
By  President, N.A.
Signature Title
Print Name Jeffrey LeBlanc
Date September 25, 2019

Received By
SEP 26 '19 PM 12:59
Purchasing Department

**CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF CONTRACT ADMINISTRATION**

PURCHASING DIVISION

68382

Contract ID: 1000015461 (Aggregate 1 – Primary)
Contract ID: 1000015998 (Aggregate 2 – Secondary)

AWARD
Biosolids and Grit Hauling Services
For the Term October 1, 2019 through September 30, 2022

COMPANY INFORMATION

WARNING
Do not use any term contracts to purchase goods and/or services when using Federal, State or Special Funds. Term contracts may contain provisions that conflict with Federal or State provisions.
City departments must contact their assigned City Attorney for applicable provisions, procedures and relevant fund requirements.

Name of Company: Denali Water Solutions
Address: 3031 Franklin Avenue
City, State, Zip: Riverside, CA 92507
Contact: Chris Marks
Telephone Number: (888) 220-8496
Fax Number: (714) 799-0140
24-Hour Emergency Number: (714) 799-0801
Email: chris.marks@denaliwater.com
Payment Terms: Net 30
Federal Tax I.D. Number: 26-1757145
PeopleSoft Supplier ID: 0000039609

**CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF CONTRACT ADMINISTRATION**

PURCHASING DIVISION

68382

Contract ID: 1000015461 (Aggregate 1 – Primary)
Contract ID: 1000015998 (Aggregate 2 – Secondary)

AWARD
Biosolids and Grit Hauling Services
For the Term October 1, 2019 through September 30, 2022

AGGREGATE 1 – PRIMARY AWARD*

Award	Contract ID	Not-to-exceed amount	Start Date	End Date
Aggregate 1 - Primary	1000015461	\$8,700,000	10/1/2019	9/30/2022

** Awards have been made to a primary contractor and a secondary contractor to ensure adequate levels of uninterrupted service. If the primary contractor fails to provide service for any contract items by the required date, the secondary contractor will be required to provide said service. Refer to Special Conditions No. 84.*

Item	AGGREGATE 1 - Services	Price	
1	Biosolids Hauling Monday through Friday. The base price plus mileage rate is applicable Monday through Friday. Do not include bridge tolls. Est: 8 trips per day but possibly 13 or more trips per day from SEP and 1-2 trips daily but possibly 3 or more trips daily from OSP Biosolids Hauling. Refer to Appendix 1, item A.	\$110.00 / load	\$5.18 / mile
2	Biosolids Hauling Saturday. The base price plus mileage rate is applicable on Saturdays. Do not include bridge tolls. Est: 8 trips per day but possibly 13 or more trips per day from SEP and 1-2 trips daily but possibly 3 or more trips daily from OSP Biosolids Hauling. Refer to Appendix 1, item A.	\$150.00 / load	\$5.28 / mile
3	Biosolids Hauling Sunday and Holidays. The base price plus mileage rate is applicable on Sundays and holidays. Do not include bridge tolls. Est: 6 trips per day but possibly 13 or more trips per day from SEP and 1-2 trips daily but possibly 3 or more trips daily from OSP Biosolids Hauling. Refer to Appendix 1, item A. For a list of holidays these rates will apply to refer to Special Condition 75. D.	\$175.00 / load	\$6.28 / mile
4	Grit Hauling Monday through Friday. The base price plus mileage rate is applicable Monday through Friday. Do not include bridge tolls. Service will be requested as needed. Refer to Appendix 1, item A.	\$110.00 / load	\$5.08 / mile
5	Grit Hauling Saturday. The base price plus mileage rate is applicable Saturday. Do not include bridge tolls. Service will be requested as needed. Refer to Appendix 1, item A.	\$150.00 / load	\$5.08 / mile
6	Grit Hauling Sunday and Holidays. The base price plus mileage rate is applicable Sunday and holidays. Do not include bridge tolls. Service will be requested as needed. Refer to Appendix 1, item A. For a list of holidays these rates will apply to refer to Special Condition 75. D.	\$175 / load	\$6.18 / mile
7	Standby pay. Hourly rate for time spent at plant over 30 minutes. Refer to Appendix 1, item M.	\$155 / hour	
8	Extraordinary Pick-up. Rate for Contractor to pick up biosolids. Refer to Appendix 1, item J.	\$800 / pick-up	
9	Monthly rental of 30-yard debris box. For use at TIP for grit and undigested, dewatered sludge. Refer to Appendix 1, item B.	\$800 / month	
10	Digester cleaning. One (1) driver and tractor to move onsite trailers at SEP as requested by Plant Superintendent or designee, as needed. Refer to Appendix 1, item C.	\$165 / hour	
11	Trailers for digester cleaning. Four (4) trailers provided by Contractor to be used for digester cleaning. Price per mobilization of trailers as well as price per day of use. Refer to Appendix 1, item C.	\$750 / mobilization	\$100 / day

**CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF CONTRACT ADMINISTRATION**

PURCHASING DIVISION

68382

Contract ID: 1000015461 (Aggregate 1 – Primary)
Contract ID: 1000015998 (Aggregate 2 – Secondary)

AWARD
Biosolids and Grit Hauling Services
For the Term October 1, 2019 through September 30, 2022

AGGREGATE 2 – SECONDARY AWARD*

Award	Contract ID	Not-to-exceed amount	Start Date	End Date
Aggregate 2 - Secondary	1000015998	\$500,000	10/1/2019	9/30/2022

** Awards have been made to a primary contractor and a secondary contractor to ensure adequate levels of uninterrupted service. If the primary contractor fails to provide service for any contract items by the required date, the secondary contractor will be required to provide said service. Refer to Special Conditions No. 84.*

Item	AGGREGATE 2 - Services	Price	
12	Hauling Rate for TIP Tanker Monday through Friday. The base price plus mileage rate is applicable Monday through Friday. Refer to Appendix 1, item T.	\$300.00 / load	\$9.50 / mile
13	Hauling Rate for TIP Tanker on Saturdays. The base price plus mileage rate is applicable on Saturdays. Do not include bridge tolls. Refer to Appendix 1, item T.	\$350.00 / load	\$12.50 / mile
14	Hauling Rate for TIP Tanker on Sundays and Holidays. The base price plus mileage rate is applicable on Sundays and holidays. Do not include bridge tolls. Refer to Appendix 1, item T. For a list of holidays these rates will apply to refer to Special Condition 75. D.	\$400.00 / load	\$12.50 / mile
15	Monthly Rental of TIP Tanker. 5,500 gallon tanker to be left at TIP and periodically hauled to OSP or possibly another site. Refer to Appendix 1, item S.	\$1250.00 / month	
16	Standby pay. Hourly rate for time spent at a single plant over 1 hour. Refer to Appendix 1, item U.	\$170.00 / month	

Biosolids and Grit Hauling Services
For the Term October 1, 2019 through September 30, 2022

BID AND CONTRACT CONDITIONS

Getting paid for goods and/or services from the City:

1. All City suppliers receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments.
2. Electronic payments are processed every business day and are safe and secure.
3. To sign up for electronic payments, visit <https://sfcitypartner.sfgov.org/>.
4. The following information is required to sign up:
 - a. The enroller must be their company's authorized financial representative,
 - b. The company's legal name, main telephone number and all physical and remittance addresses used by the company,
 - c. The company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor),
 - d. The company's bank account information, including routing and account numbers.

If you have questions, please email: sfcitypartner@sfgov.org

TERMS RELATED TO BIDDING

- 1. When Bids are Due; Bid Opening Procedures.** Bids must be delivered before time set for bid opening. Bids will be opened by Purchasing at the hour and place stated on the bid page of this bid in the presence of bidders who attend, and bid prices will be read upon request as time permits. Bidders may inspect the bids after award.
- 2. Articles Furnished.** Articles and services must comply with applicable laws, ordinances and other legal requirements, including (among others) the Cal-OSHA regulations in Title 8 of the Code of Regulations and, for electrical products, Sections 110.2 and 110.3 (B) of the S.F. Electrical Code. In addition, if an electrical item has not been tested by a lab approved by City's Department of Building Inspection (DBI) or Department of Public Works (DPW), Contractor shall notify the requesting department before delivery by writing the department at the "Deliver to" address on the front of the Purchase Order. Approved testing labs are posted on Purchasing's website at <http://www.sfgov.org/oca/>. When a non-tested item is delivered, the department will request approval from DPW. If the department is unable to obtain approval, City reserves the right to cancel the transaction and return the item to Contractor, at no charge to City.
- 3. Bidding on Separate Services and in the Aggregate.** Bidders may bid separately for any service unless otherwise provided. Bidders may make an offer on one, some or all services, unless otherwise provided.
- 4. Prices.** Prices quoted must be fixed except as otherwise specified in this document. Any bid requiring receipt of order in less than thirty (30) days will be unacceptable unless otherwise specified herein.

Biosolids and Grit Hauling Services
For the Term October 1, 2019 through September 30, 2022

BID AND CONTRACT CONDITIONS

5. Awards; Rejection of Bids. Purchasing may make awards on one, some or all services in a bid. Purchasing reserves the right to reject any and all bids.

6. Cash Discounts; Terms of Payment. Cash discount (discount for prompt payment) will be taken into consideration in determining the low bid under the following conditions:

- Discount period must be at least 30 days. Example: “1%, 30 days. Net 31.”
- The maximum cash payment discount that will be considered when determining the lowest bid will be 2%.
- The discount period will start upon date of completion or delivery of all services on any Purchase Order or other authorization certified by Controller, or upon date of receipt of properly prepared invoices covering such services, whichever is later.
- Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the City’s check or the date of direct deposit into supplier’s bank account.

Whether or not the discount is taken into consideration in determining the low bid, it will be deducted from the invoice amount in accordance with the provisions above, unless otherwise provided by bidder. No additional charge shall accrue against City in the event that City does not make payment within any time specified by bidder.

7. Sunshine Ordinance. In accordance with Sec. 67.24(e) of the San Francisco Administrative Code, contracts, contractors’ bids, responses to RFPs and all other records of communications between City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person’s or organization’s net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

TERMS RELATED TO THE CONTRACT

8. Contract Interpretation: Choice of Law/Venue; Assignment. Should any questions arise as to the meaning and intent of the contract, the matter shall be referred to Purchasing, who shall decide the true meaning and intent of the contract. This contract shall be deemed to be made in, and shall be construed in accordance with the laws of the State of California; the venue for all claims arising out of this contract shall be in San Francisco. This contract may be assigned only with the written approval of Purchasing.

9. Hold Harmless and Indemnification. Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor’s performance of this Contract, including, but not limited to, Contractor’s use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or

Biosolids and Grit Hauling Services
For the Term October 1, 2019 through September 30, 2022

BID AND CONTRACT CONDITIONS

sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Contract, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. 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 attorney's 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 in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Contract.

10. Failure to Deliver. If Contractor fails to deliver an article or service of the quality, in the manner or within the time called for by this Contract, such article or service may be bought from any source by Purchasing and if a greater price than the contract price be paid, the excess price will be charged to and collected from Contractor or sureties on its bond if bond has been required.

11. Budget and Fiscal Provisions. This Contract is subject to the budget and fiscal provisions of City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and 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 Contract 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 Contract 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 Contract 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 Contract.

12. Default; Remedies. 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 Contract or to seek specific performance of all or any part of this Contract. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any event of default. Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Contract or any other contract between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such event of default and any liquidated damages due from Contractor pursuant to the terms of this Contract or any other contract. All remedies provided for in this Contract 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.

Biosolids and Grit Hauling Services
For the Term October 1, 2019 through September 30, 2022

BID AND CONTRACT CONDITIONS

13. Termination for Convenience. City shall have the option, in its sole discretion, to terminate this Contract, 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. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City.

14. Guaranteed Maximum Costs. The City’s obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by City ordinances governing emergency conditions, the City and its employees and officers are not authorized to request Contractor to perform services or to provide materials, equipment and supplies that would result in Contractor performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract unless the contract is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. The City is not required to reimburse Contractor for services, materials, equipment or supplies that are provided by Contractor which are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract and which were not approved by a written amendment to the agreement having been lawfully executed by the City. The City and its employees and officers are not authorized to offer or promise to Contractor additional funding for the contract which would exceed the maximum amount of funding provided for in the contract for Contractor’s performance under the contract. Additional funding for the contract in excess of the maximum provided in the contract shall require lawful approval and certification by the Controller of the City. The City is not required to honor any offered or promised additional funding for a contract which exceeds the maximum provided in the contract which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

15. Taxes

A. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Contract, or the services delivered pursuant hereto, shall be the obligation of Contractor.

B. Contractor recognizes and understands that this Contract may create a “possessory interest” for property tax purposes. Generally, such a possessory interest is not created unless the Contract 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:

(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;

(2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Contract may result in a “change in ownership” for purposes of real property taxes, and therefore may result in a revaluation of

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any possessory interest created by this Contract. 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.

(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.

(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.

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

17. Nondiscrimination; Penalties

A. Contractor Shall Not Discriminate. In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

B. Subcontracts. Contractor shall incorporate by reference in all subcontracts the provisions of §§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's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement. The entire San Francisco Administrative Code is available on the web at a site maintained by American Legal Publishing Corporation.

C. Nondiscrimination in Benefits. 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 bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law

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authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

D. Condition to Contract. As a condition to this Agreement, Contractor shall execute the “Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits” form (form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division (formerly San Francisco Human Rights Commission).

E. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

18. Local Business Enterprise Utilization; Liquidated Damages

A. The LBE Ordinance. Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the “LBE Ordinance”), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor’s willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

B. Compliance and Enforcement

(1) Enforcement. If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor’s net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City’s Contract Monitoring Division (CMD) or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the “Director of CMD”) may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor’s LBE certification. The Director of CMD will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation

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pursuant to Administrative Code §14B.17. By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the CMD shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City. Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of CMD or the Controller upon request.

(2) Subcontracting Goals. The LBE subcontracting participation goal for this contract is seven (7) %. As required under SF Administrative Code Chapter 14B.8(A)2, the reason the LBE participation requirement is below 20% is due to the majority of the contract covering a specialized scope of work that requires special licenses and equipment. Contractor shall fulfill the subcontracting commitment made in its bid or proposal. Each invoice submitted to City for payment shall include the information required in the CMD Progress Payment Form and the CMD Payment Affidavit. Failure to provide the CMD Progress Payment Form and the CMD Payment Affidavit with each invoice submitted by Contractor shall entitle City to withhold 20% of the amount of that invoice until the CMD Payment Form and the CMD Subcontractor Payment Affidavit are provided by Contractor. Contractor shall not participate in any back contracting to the Contractor or lower-tier subcontractors, as defined in the LBE Ordinance, for any purpose inconsistent with the provisions of the LBE Ordinance, its implementing rules and regulations, or this Section.

(3) Subcontract Language Requirements. Contractor shall incorporate the LBE Ordinance into each subcontract made in the fulfillment of Contractor's obligations under this Agreement and require each subcontractor to agree and comply with provisions of the ordinance applicable to subcontractors. Contractor shall include in all subcontracts with LBEs made in fulfillment of Contractor's obligations under this Agreement, a provision requiring Contractor to compensate any LBE subcontractor for damages for breach of contract or liquidated damages equal to 5% of the subcontract amount, whichever is greater, if Contractor does not fulfill its commitment to use the LBE subcontractor as specified in the bid or proposal, unless Contractor received advance approval from the Director of CMD and contract awarding authority to substitute subcontractors or to otherwise modify the commitments in the bid or proposal. Such provisions shall also state that it is enforceable in a court of competent jurisdiction. Subcontracts shall require the subcontractor to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination of this contract and to make such records available for audit and inspection by the Director of CMD or the Controller upon request.

(4) Payment of Subcontractors. Contractor shall pay its subcontractors within three working days after receiving payment from the City unless Contractor notifies the Director of CMD in writing within ten working days prior to receiving payment from the City that there is a bona fide dispute between Contractor and its subcontractor and the Director waives the three-day payment requirement, in which case Contractor may withhold the disputed amount but shall pay the undisputed amount. Contractor further agrees, within ten working days following receipt of payment from the City, to file the CMD Payment Affidavit with the Controller, under penalty of perjury, that the Contractor has paid all subcontractors. The affidavit shall provide the names and addresses of all subcontractors and the amount paid to each. Failure to provide such affidavit may subject Contractor to enforcement procedure under Administrative Code §14B.17.

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19. MacBride Principles – Northern Ireland. Pursuant to San Francisco Administrative Code § 12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride principles.

20. Tropical Hardwood and Virgin Redwood Ban. The City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood product, virgin redwood or virgin redwood product. If this order is for wood products or a service involving wood products: (a) Chapter 8 of the Environment Code is incorporated herein and by reference made a part hereof as though fully set forth. (b) Except as expressly permitted by the application of Sections 802(B), 803(B), and 804(B) of the Environment Code, Contractor shall not provide any items to the City in performance of this Contract which are tropical hardwoods, tropical hardwood products, virgin redwood or virgin redwood products. (c) Failure of Contractor to comply with any of the requirements of Chapter 8 of the Environment Code shall be deemed a material breach of contract.

21. Resource Conservation. Contractor agrees to comply fully with the provisions of Chapter 5 of the San Francisco Environment Code (“Resource Conservation”), as amended from time to time. Said provisions are incorporated herein by reference.

22. Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code, is available on the web at a site maintained by American Legal Publishing Corporation. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

23. Liability of City. CITY’S PAYMENT OBLIGATIONS UNDER THIS CONTRACT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR UNDER THIS CONTRACT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, 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 CONTRACT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS CONTRACT.

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24. Drug-Free Workplace Policy. Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents, or assigns will be deemed a material breach of this Contract.

25. Compliance with Americans with Disabilities Act. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Contract in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Contract and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Contract.

26. Compliance with Laws. Contractor shall keep itself fully informed of the City’s Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Contract, 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.

27. Bid Protests. Bid protests for purchases of Services shall be submitted and responded to in accordance with Regulation 21.3(i) of the San Francisco Administrative Code, Chapter 21.

28. Food Service Waste Reduction Requirements. Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor’s failure to comply with this provision.

End of Bid and Contract Conditions

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These terms and conditions supplement the City’s Bid and Contract Conditions. In the event of a conflict between these conditions and the preceding Bid and Contract Conditions, these conditions shall take precedence.

29. Contract Term. The contract period shall be for thirty-six (36) months. The initial term of this contract is the period from award execution date, approximately July 1, 2019, or the above-stated term date, whichever is later, through the last day of the month of a thirty-six (36) consecutive month period.

30. Contract Extension. This contract may be extended, all or in part, for a period or periods up to one year by mutual agreement in writing. The maximum contract period shall not be more than 7 years.

31. Toll-Free Telephone Number. A contractor located outside of the City and County of San Francisco is encouraged to provide free telephone services for placing orders. This requirement can be met by providing a toll-free telephone number or accepting collect calls.

32. Cooperative Agreement. Contractor agrees _____ or does not agree _____ (make a selection by an “X” mark) that during the term of this agreement and any authorized extension, the Director of Purchasing may allow other public agencies or non-profits made up of multiple public agencies to utilize this agreement to obtain some or all of the services and/or commodities to be provided by Contractor under the same terms and conditions as the City, pursuant to a Board of Supervisor Resolution.

33. LBE Ordinance

To qualify for a bid discount under the provisions of Administrative Code Chapter 14B, an LBE must be certified by the Contracts Monitoring Division (formerly ‘Human Rights Commission’) by the Bid Due date. The certification application is available from CMD (415) 581-2310, and on the web. CMD’s home page is:

<http://sfgov.org/cmd/>

Click on the “14B Local Business Enterprise Ordinance” tab.

34. Claim for Preference

If Bidder is claiming LBE preference as a supplier, it must comply with Administrative Code Chapter 14B Rules and Regulations VI D - Criteria for Suppliers (2):

“2) *A supplier must have a direct relationship with manufacturers for the materials, equipment, and supplies for which they seek certification, demonstrating that:*

a) *The supplier has an agreement with the manufacturer authorizing the supplier to distribute their products.*

b) *The supplier is able to provide a manufacturer’s warranty.”*

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To comply, at the time of the bid, bidders must include proof of the required relationships as an authorized dealer. Failure to provide adequate proof may result in a nonresponsive determination.

35. LBE Bid Discount; Brokerage Services

Pursuant to Section 14B.7 of the Administrative Code, a bid discount will only be awarded to an LBE directly responsible for providing materials, equipment, supplies or services to the City as required by the Bid solicitation. An LBE will be deemed to be directly responsible for providing the required commodity or service only if it regularly does business as a manufacturer, or authorized manufacturer's representative, dealer or distributor, stocking distributor, franchisee, licensee, service provider, or has another direct agency relationship with the manufacturer or provider of the solicited commodity or service, and has been so certified by the Contracts Monitoring Division. An LBE will be considered to be "regularly doing business," as that term is used in the foregoing paragraph, if in the normal course of business, it stocks, warehouses or distributes commodities to businesses or entities other than public entities having a local business preference program. Such a determination will be subject to audit by CMD. No preference will be given to an LBE engaging in brokerage, referral or temporary employment services not meeting this definition, unless those services are required and specifically requested by the department.

36. Chapter 14B Requirements.

A. Subcontracting goals. The LBE subcontracting goal for this project is seven (7) % of the total value of the services to be procured. As required under SF Administrative Code Chapter 14B.8(A)2, the reason the LBE participation requirement is below 20% is due to the fact that the majority of the contract covers a specialized scope of work that requires special licenses and equipment. Each firm responding to this solicitation shall demonstrate in its response that it has used good-faith outreach to select LBE subcontractors as set forth in S.F. Administrative Code §§14B.8 and 14B.9, and shall identify the particular LBE subcontractors solicited and selected to be used in performing the contract. For each LBE identified as a subcontractor, the response must specify the value of the participation as a percentage of the total value of the services to be procured, the type of work to be performed, and such information as may reasonably be required to determine the responsiveness of the bid. LBEs identified as subcontractors must be certified with the San Francisco Contracts Monitoring Division at the time the bid is submitted, and must be contacted by the bidder (prime contractor) prior to listing them as subcontractors in the bid. Any bid that does not meet the requirements of this paragraph will be non-responsive. In addition to demonstrating that it will achieve the level of subcontracting participation required by the contract, a bidder shall also undertake and document in its submittal the good faith efforts required by Chapter 14B.8(C) & D) and CMD Attachment 3, Requirements for General Services Contracts. Bids which fail to comply with the material requirements of S.F. Administrative Code §§14B.8 and 14B.9, CMD Attachment 3 and this solicitation will be deemed non-responsive and will be rejected. During the term of the contract, any failure to comply with the level of LBE subcontractor participation specified in the contract shall be deemed a material breach of contract. Subcontracting goals can only be met with CMD (HRC)-certified LBEs located in San Francisco.

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B. LBE Participation. The City strongly encourages bids from qualified LBEs. Pursuant to Chapter 14B, the following bid discounts will be applied for any bidder who is certified by CMD as an LBE on the bid due date. Certificate applications may be obtained by calling CMD at (415) 581-2310.

- A 10% bid discount shall be applied to Small LBEs and Micro-LBEs bidding as primes.
- A 2% bid discount will be applied to an SBA-LBE, except that the 2% discount shall not be applied at any stage if it would adversely affect a Small LBE or Micro-LBE bidder.

C. CMD Forms to be Submitted with Proposal

(1) All proposals submitted must include the following Contract Monitoring Division (CMD) Forms contained in the CMD Attachment 3:

Form 2A	CMD Contract Participation form
Form 2B	CMD “Good Faith” Outreach Requirements form
Form 3	CMD Compliance Affidavit
Form 5	CMD Employment form

The following form may be required, depending on the circumstances:

Form 4	Joint Venture Participation Schedule
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These forms are included in Attachment D. If these forms are not returned with the proposal, the proposal may be determined to be non-responsive and may be rejected. Submit CMD 12B-101 Form only if the Prime Contractor is not already in compliance with Equal Benefits Requirements. The forms are also available on the web. CMD’s home page is:

<http://sfgov.org/cmd/>

Click on the “14B Local Business Enterprise Ordinance” tab.

(2) Please upload the completed above forms with your bid submission. The forms should be clearly labeled with the form number and title description. If you have any questions concerning the CMD Forms, you may call Ian Fernando, Contract Monitoring Division’s Contract Compliance Officer at (415) 581-2310, ian.fernando@sfgov.org.

37. 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 work under this Agreement. 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

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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 conferred upon City by this Section.

38. Conflict of interest. Through its execution of this Contract, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City’s Charter; Article III, Chapter 2 of City’s Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of any said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Contract.

39. 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 in any way affect the right of the party to enforce such provisions thereafter.

40. Contractor’s default. If Contractor fails to fulfill its obligations under this Contract Proposal, whether or not said obligations are specified in this section, Purchasing reserves the right to: (a) terminate this contract at no cost to City; (b) take action in accordance with Section 12 or (c) exercise any other legal or equitable remedy.

41. Bankruptcy. In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other party this Contract shall terminate and be of no further force and effect, and any property or rights of such other party, tangible or intangible, shall forthwith be returned to it.

42. Proprietary information of City. Contractor understands and agrees that, in the performance of the work or services under this Contract or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in performance of the contract, except to the extent that Contractor can demonstrate that: (a) the confidential information at the time of disclosure was part of the public domain by publication or otherwise, except by breach of this contract; (b) the confidential information can be established to have been in possession of Contractor at the time of disclosure and was not acquired directly or indirectly from City under another proprietary information obligation; or (c) the confidential information was received from a third party without any restrictions; provided, however that such information was not obtained by said third party, directly or indirectly, in breach of a proprietary information obligation with City.

43. 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. Nothing in this Contract shall constitute a waiver or limitation of any rights which City may have under applicable law.

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44. Reports by Contractor

MULTI-YEAR TERM CONTRACT

Each year, no later than February 15, Contractor shall submit a soft copy report of the total services ordered, by month, under this contract during the preceding calendar year (January 1 – December 31). The report must be in a format acceptable to City and must list by department or location the following: (1) all services awarded under this contract; and (2) total quantity and dollar value of each service ordered, including services for which there were no orders. Contractor must also furnish a separate similar report for the total of all services ordered by City which are not part of this Contract, and any usage reports required prior to the extension of a Contract or Contract Modification. Emailed reports must not be larger than **10MB**.

Contractor shall email reports to:

OCAVendor.Reports@sfgov.org

Any report files larger than **10MB** must be submitted in electronic format on CD-ROM or USB drive and mailed to the address shown below with the term contract number and “Annual Vendor Reporting” clearly marked on the envelope/packaging.

Contractor shall mail the reports to:

OCA Supplier Reporting
Re: Term Contract No.68382
City and County of San Francisco
Office of Contract Administration – Purchasing
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685

45. Notice to Parties. All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage paid and registered as follows:

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

46. Subcontracting. Contractor is prohibited from subcontracting services under this Contract unless such subcontracting is agreed to in writing by Purchasing. No party on the basis of this Contract shall in any way contract on behalf of or in the name of the other party of this Contract, and violation of this provision shall confer no rights on any party and any action taken shall be void.

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47. Independent Contractor. 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 Contract. 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 Contract 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 Contract 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 Contract.

48. Severability. Should the application of any provision of this Contract to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Contract shall not be affected or impaired thereby, and (b) 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.

49. Emergency – Priority 1 Service. In case of an emergency that affects the San Francisco Bay Area, Contractor will give the City and County of San Francisco Priority 1 service. Contractor will make every good faith effort in attempting to provide emergency services. Contractor shall provide a 24-hour emergency telephone number of a company representative who is able to receive and act on requests for emergency services. In addition, Contractor shall charge fair and competitive prices for services ordered during an emergency and not covered under the awarded contract.

50. First Source Hiring Program

A. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

B. First Source Hiring Agreement. As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

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(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs may be certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

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- (6) Set the term of the requirements.
- (7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.
- (8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.
- (9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

C. Hiring Decisions. Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

D. Exceptions. Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

E. Liquidated Damages. Contractor agrees:

- (1) To be liable to the City for liquidated damages as provided in this section;
- (2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;
- (3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.
- (4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;
- (5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

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a. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

b. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year; therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

F. Subcontracts. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

51A. PREVAILING RATE OF WAGES REQUIRED

A. Administrative Code 21C. All defined terms herein may be located in Administrative Code Section 21C generally, and Administrative Code 21C.5 and 21C.7 in more detail for the services described in this Section, Administrative Code 21C.

B. Prevailing Wages. Every agreement between the City and a Contractor for Solid Waste Generated By The City In Course of City Operations as defined in Administrative Code Section 21C.5 requires that any individual performing services thereunder be paid not less than the Prevailing Rate of Wages. Contractor agrees to comply with, and to require Subcontractors to comply with, the prevailing wage rate requirement imposed by this Section.

The current wage and benefits that comprise the prevailing wage requirements for this contract are attached as Attachment C.

C. Enforcement. Where the Contracting Officer or the Labor Standards Enforcement Officer determines that a Contractor or a Subcontractor may have violated the prevailing wage rate requirements of this Section, the Contracting Officer or Labor Standards Enforcement Officer shall send written notice to the Contractor of the possible violation (a "violation notice"). In addition to and without prejudice to

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any other remedy available, the Contracting Officer may terminate the Contract, in which case the Contractor shall not be entitled to any additional payment thereon unless within thirty (30) days of receipt of the violation notice the Contractor has either (i) cured the violation or (ii) established by documentary evidence, including but not limited to payroll records, the truth and accuracy of which is 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 Individuals as required by this Section, the Contractor shall have "cured the violation" once the Contractor or Subcontractor reimburses such Individuals by paying each individual the balance of what he or she should have earned in accordance with the requirements of this Section, plus an annualized rate of interest of ten percent (10%). In addition to, or instead of terminating the Contract, if the Contracting Officer or the Labor Standards Enforcement Officer finds that the Contractor has willfully violated the requirements of this Section, the Contracting Officer or the Labor Standards Enforcement Officer, shall assess a penalty (a "willful violation penalty") of not more than ten (10%) percent of the dollar amount of the Contract, such sums to be deposited in the fund out of which the Contract is awarded or, if none exists, the General Fund. The Contracting Officer or Labor Standards Enforcement Officer may impose such willful violation penalty regardless of whether the Contractor has cured the violation.

D. Transition Employment Requirements. The City has an important proprietary interest in maintaining the stability of the workforce engaged by a Contractor or Subcontractor under a Covered Contract. Turnover of experienced workers resulting from a change in the City's Contractor jeopardizes the quality, efficiency, and cost-effectiveness of service provided to the City under the successor Contract. The Contractor and Subcontractor agrees to the following:

(1) Where the Contracting Officer has given notice that a Covered Contract will be bid, or where a Contractor has given notice of termination, upon giving or receiving such notice, as the case may be, the Contractor ("ending Contractor") shall, within ten days thereafter, provide to the Contracting Officer and the Purchaser, for each Employee who worked at least 15 hours per week for the ending Contractor, the name, date of hire, number of hours and months worked in total for the employer, wage rate, and employment occupation classification. This provision shall also apply to the subcontractors of the ending Contractor.

Where a Subcontractor has been terminated prior to the termination or ending of the Contract, the Subcontractor shall for the purposes of this Section be deemed an ending Contractor.

All requests for bids for Covered Contracts shall include the information listed above for Employees and shall notify prospective bidders about the Transition Employment requirements of this Section.

(2) A successor Contractor shall retain, for a six-month transition employment period, Employees who have worked at least 15 hours per week and have been employed by the ending Contractor or its Subcontractors, if any, for the preceding twelve months under the Covered Contract, providing that just cause does not exist to terminate such Employee. The ending Contractor's Employees who worked at least 15 hours per week shall be employed in order of their seniority with the predecessor within job classification and shall be paid the Prevailing Rate of Wages to which they were entitled when employed by the ending Contractor. This requirement shall be stated by the City in all initial bid packages involving a Covered Contract.

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(3) If at any time a successor Contractor determines that fewer Employees are required to perform the new Contract than were required by the ending Contractor (and Subcontractors, if any), the successor Contractor shall retain Employees by seniority within job classification.

(4) During such six-month period the successor Contractor (or Subcontractor, where applicable) shall maintain a preferential hiring list of eligible covered Employees not retained by the successor Contractor (or Subcontractor) from which the successor Contractor (or Subcontractor) shall hire additional Employees.

(5) During the six-month period, the successor Contractor (or Subcontractor, where applicable) shall not discharge without cause an Employee retained pursuant to this Subsection. "Cause," for this purpose, shall include, but not be limited to, the Employee's conduct while in the employ of the ending Contractor or Subcontractor that contributed to any decision to terminate the Contract or Subcontract for fraud or poor performance, excluding permissible union-related activity.

(6) At the end of the six-month period, a successor Contractor (or Subcontractor, where applicable) shall perform a written performance evaluation for each Employee retained pursuant to this Subsection. If the Employee's performance during such six-month period is satisfactory, the successor Contractor (or Subcontractor) shall offer the Employee continued employment under the terms and conditions established by the successor Contractor (or Subcontractor) or as required by law.

(7) All Covered Contracts subject to this Section shall include a provision in which the Contractor agrees to require any Subcontractor to comply with the obligation imposed by this Subsection (d).

(8) Successor's Prior Employees. Notwithstanding the provisions of this Subsection (d), a successor Contractor or Subcontractor may replace an Employee otherwise entitled to be retained with a person employed by the Contractor or Subcontractor continuously for twelve months prior to the commencement of the successor Contract or Subcontract in a capacity similar to that proposed under the successor Contract or Subcontract. This provision shall apply only where the existing Employee of the successor Contractor or Subcontractor would otherwise be laid off work as a result of the award of the successor Contract.

(9) The retention requirements of this Subsection (d) shall not apply where there is no successor Contractor or Subcontractor. For example, where a Contract is for services over a single day, week, or month for a discrete nonrepeating event there is no successor and the retention requirements described herein are inapplicable.

(10) For the purposes of this Subsection (d) on Transition Employment Requirements only, the term "Employee" shall include any person who performs work under a Covered Contract but shall not include an individual who serves in a managerial, supervisory, or confidential capacity, including those individuals who would be defined as such under the Fair Labor Standards Act.

F. Requirement of Employer-Employee Relationship. The City's proprietary interest is such that employment of Employees in an Employer-Employee relationship shall be required for all work done

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under any Covered Contract. The Contractor (and Subcontractors, if any) will perform the services in this agreement with Individuals employed by Contractor or Subcontractor in an Employer-Employee relationship as defined by California law.

**51B. Minimum Compensation Ordinance (“MCO”) (For information only - Bound by MCO ordinance to include in all contracts)
(PREVAILING WAGE RATE SECTION 51 APPLIES TO THIS CONTRACT)**

A. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

B. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

C. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

D. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

E. The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor.

F. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance.

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The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

G. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

H. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

I. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

**52. Requiring Health Benefits for Covered Employees. (For information only - Bound by MCO ordinance to include in all contracts)
(PREVAILING WAGE RATE SECTION 51 APPLIES TO THIS CONTRACT)**

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

A. 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.

B. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

C. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to

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commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

D. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

E. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

F. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

G. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

H. Contractor shall keep itself informed of the current requirements of the HCAO.

I. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

J. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

K. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

L. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

M. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements

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shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

53. Consideration Of Criminal History in Hiring and Employment

A. 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>. A partial listing of some of Contractor’s obligations under Chapter 12T is set forth in this Section. 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.

B. 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, and shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement.

C. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor’s failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

D. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant’s or potential applicant for employment, or employee’s: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

E. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 53(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

F. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

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G. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE’s website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor’s control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

H. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

54. Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City’s Campaign and Governmental Conduct Code, which prohibits any person who contracts with 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, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that 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 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

55. Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, “Political Activity”) in the performance of the services provided under this Contract. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City’s Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this contract, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor’s use of profit as a violation of this Section.

56. Preservative-Treated Wood Containing Arsenic. Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Contract unless an exemption from

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the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Administrative Code. The term “preservative-treated wood containing arsenic” shall mean wood treated with a preservative that contains arsenic, elemental arsenic or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term “saltwater immersion” shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

57. Services Provided By Attorneys. Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

58. Contractors Unable to do Business with the City.

A. Generally

Contractors that do not comply with laws set forth in San Francisco’s Municipal Codes may be unable to enter into a contract with the City. Some of the laws are included in this Contract Proposal, or in the sample terms and conditions attached.

B. Companies Headquartered in Certain States

This Contract is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into contracts with companies headquartered in states with laws that perpetuate discrimination against LGBT populations or where any or all of the work on the contract will be performed in any of those states. Bidders are hereby advised that Bidders which have their United States headquarters in a state on the Covered State List, as that term is defined in Administrative Code Section 12X.3, or where any or all of the work on the contract will be performed in a state on the Covered State List may not enter into contracts with the City. A list of states on the Covered State List is available at the website of the City Administrator.

59. Protection of Private Information. Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, “Nondisclosure of Private Information,” and 12M.3, “Enforcement” of Administrative Code Chapter 12M, “Protection of Private Information,” which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

60. Sugar-Sweetened Beverage Prohibition. Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

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61. Modification of contract. This Contract may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Contract.

End General Conditions

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62. Purpose. The purpose of this contract is to provide biosolids, grit and primary sludge tanker hauling services for the City and County of San Francisco Public Utilities Commission. The Scope of Services and Minimum Requirements for responsiveness are described in Appendix 1, attached herein. Contractor and any subcontractors must pay prevailing wages as required by San Francisco Administrative Code Sec 21.C.5.

63. Pre-bid conference. A Pre-bid Conference will be held as follows:

Location: San Francisco Public Utilities Commission
525 Golden Gate Avenue, 6th Floor – Calaveras Conference Room
San Francisco, CA 94102

Date and Time: Wednesday, April 17, 2019 - 10:00 am (PST)

Although not mandatory, attendance is strongly urged for all prospective bidders on this contract.

NOTE: Please bring a copy of this contract proposal to the Pre-bid Conference.

It is requested that bidder's questions concerning this Contract Proposal be submitted by email at least 72 hours prior to the date and time of the Pre-bid Conference and directed to:

Evan Magante, Senior Purchaser
City and County of San Francisco
Office of Contract Administration – Purchasing
525 Golden Gate Avenue
San Francisco, CA 94102
Email Address: evan.magante@sfgov.org

Please reference Contract Proposal No. **68382** in the subject line of the email.

***The maximum number of people per company who will be allowed to participate at the pre-bid conference is two (2). All additional representatives will be asked to wait outside of the conference room.**

The Pre-bid Conference will begin at the time specified, and company representatives are urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. Failure to attend the Pre-bid Conference shall not excuse the successful bidder from any obligations of the contract. Any change or addition to the requirements contained in this Contract Proposal as a result of the Pre-bid Conference will be executed by written Bid Addendum. It's the responsibility of the bidder to check for any Bid Addendum, which will be posted on the Contract Proposal's Event page in the Supplier Portal and the City's [Bids and Contract Website](#):

<http://mission.sfgov.org/OCABidPublication>

The event number is 0000001515.

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Optional Site Visit: Bidders who are interested in a site visit must send a request via email to evan.magante@sfgov.org no later than 10:00 am – April 17, 2019. Failure to do so will result in a forfeiture of the opportunity to participate.

Bidders must provide the names of their representatives participating in the site visit. Only the names listed in the request will be granted entry on site. Upon confirmation, a separate notification will be sent containing detailed information regarding the site visits.

64. Scope of Services to be Performed

The Scope of Services to be performed and additional requirements are described in Appendix 1, attached herein.

65. Compliance with Regulations. Contractor shall keep itself fully informed of the City’s Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Contract, 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.

66. Bidder/Contractor Qualifications

A. Minimum Requirements

In order to receive consideration, all bidders must meet the requirements described on Page 11 of Appendix 1, Table 2. All documentation requested shall be submitted with the bid.

Bidders who do not meet these requirements will be deemed non-responsive, and the bid will be removed from further consideration.

B. The City may make such investigation as it deems necessary prior to the award of this contract to determine the conditions under which work is to be performed. The Purchaser will take into consideration, but not be limited to:

1. Satisfactory review of bidder’s qualifications and experience
2. Price (evaluated)
3. Sufficient personnel and equipment to perform all services called for under the contract
4. Any other factors deemed pertinent

C. In order to receive consideration, Bidder must have sufficient knowledge and experience in the services covered by the contract. Bidders must have a minimum of one (1) year of experience within the last four (4) years in hauling 7,500 wet tons of biosolids. Bidder must submit with their bid a minimum of two (2) references of customers requiring biosolids hauling services.

D. Contractor must be able to demonstrate, to the Purchaser’s satisfaction, their capabilities, including evidence that they possess adequate facilities and financial resources to fully comply with the requirements of the contract, prior to award and at any time during the contract term or any extension thereof.

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- E. City reserves the right to inspect Contractor’s place of business prior to award or at any time during the contract term or any extension thereof, to aid Purchaser in determining Contractor’s capabilities and qualifications.
- F. Contractor shall be responsible for providing technical support and assistance to City. As part of this requirement, Contractor must provide, by phone, personnel with in-depth technical knowledge of the services Contractor is providing under this contract, to answer questions and offer any assistance required by City personnel, during City business hours. (8:00 a.m. – 5:00 p.m.)
- G. Contractor shall be responsible for producing the usage reports required under General Condition 44 and in Appendix 1, Sections R and X (Pages 4 and 5). Failure to provide the required reports may result in application of the Contractor’s Default clause of this Contract.
- H. City reserves the right to reject any bid on which the information submitted by Bidder fails to satisfy City and/or Bidder is unable to supply the information and documentation within the period of time requested.
- I. City reserves the right to terminate this contract if information requested from and submitted by Contractor fails to satisfy City and/or Contractor is unable to provide the information and/or documentation within the period requested.
- J. Contractor shall be independent and, as such, the hiring, training, equipping, supervising, directing and discharging of their employees shall be the responsibility of the Contractor. The payment of Federal, State, and local taxes and overtime wages shall also be the responsibility of Contractor.
- K. Contractor shall be responsible for the handling of all City and County of San Francisco furnished documents and materials in a safe manner including loss or damage incurred during transport, handling or delivery.
- L. Contractor must be able to haul the maximum legal level (approximately 80,000 lbs.) of biosolids during peak production periods. Every 24 hours the Southeast Plant (SEP) produces an average of 140 wet tons of biosolids and Oceanside Plant (OSP) produces an average of 38 wet tons of biosolids, although these quantities may vary.
- M. Contractor must be able to service grit hauling requests without adversely affecting biosolids hauling operations. Grit production is variable; in 2017 grit production at SEP averaged 210 wet tons/month but production can exceed 400 wet tons/month. In 2017 grit production at OSP averaged 160 wet tons/month but production can exceed 400 wet tons/month.
- N. Contractor’s vehicles shall be capable of accommodating and maneuvering within the treatment plants’ existing loading facilities. Tractor and trailer height shall not exceed eleven feet, six inches (11’6”) for trucks hauling biosolids, grit, or tanker loads. For hauling biosolids and grit, exposed interior length of the trailer shall be a minimum of thirty-three feet (33’).

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- O. Contractor must have at least one (1) tanker trailer with a capacity of 5,500 gallons, capable of transporting undigested sludge as a requirement to bid on the transportation of primary sludge from Treasure Island Treatment Plant (TIP) to OSP.
- P. Contractor's truck-trailer combinations servicing SEP must be compatible with the automatic load-out system, and must allow for load-out operation, including: tarp removal and reinstallation, trailer weight axle sets on the three separate platforms, with both roll-up doors in the fully closed position.
- Q. Contractor shall be available to haul biosolids or grit on any day of the year. The destinations, as specified by the City, may vary based on the days and hours of operations of the City's contracted landfills and land application sites.
- R. Contractor and its subcontractors shall possess and maintain all insurance, licenses, and permits necessary to perform this work in accordance with this Agreement, and in compliance with City, State, and Federal laws. Upon request, Contractor shall provide proof of insurances, licenses, and permits necessary to perform this work. These permits and/or certificates must not be currently under probation or suspension, as defined or determined by the State of California, Department of Consumer Affairs.
- S. All vehicles used to haul the City's biosolids and grit must use functioning Fastrak devices, and must use designated FasTrak lanes. All drivers must have functioning FasTrak accounts. Contractor shall submit these records upon the City's request.
- T. **GPS Trackers.** All vehicles used to haul the City's biosolids and grit must be equipped with GPS tracking devices that have the ability to show a driver's current location and route taken while hauling the City's biosolids or grit. Contractor shall submit these records upon the City's request.
- U. **Deputy Weighmasters.** Contractor's drivers shall be licensed as a deputy weighmaster under the Contractor's weighmaster license. Contractor shall bear all costs, as of the award of this contract, for deputy weighmaster licenses. Contractor shall submit copies of all deputy weighmaster licenses for each driver upon request.

67. City Department's Responsibilities

- A. The PUC shall appoint a Biosolids Coordinator who shall determine the distribution and end use locations for all biosolids and grit generated by City facilities.
- B. The Biosolids Coordinator shall provide the Contractor with written notice of the composition of the biosolids, to include information requested by the Contractor that may be needed to facilitate compliance with applicable legal and regulatory requirements.
- C. The City will stabilize the biosolids by approved processes as defined by 40 CFR 503 regulations. The City shall comply with applicable local, State and Federal biosolids regulations and permit requirements. All biosolids shall be stabilized as required by local, State, and Federal regulations to minimize offensive odors and to reduce volatile solids consistent with a stabilized material.

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- D. In accordance with applicable Federal, State or local laws, the City will not provide the Contractor with any biosolids, grit, Treasure Island Treatment Plant primary sludge or digester cleaning spoils that contain hazardous material.
- E. The City will allow the Contractor reasonable access to the City's biosolids and grit delivery systems. Contractor will be provided reasonable access to equipment needed for the unloading of Treasure Island Treatment Plant primary sludge at the Oceanside Treatment Plant.
- F. The Assistant General Manager of the PUC's Wastewater Enterprise or designee maintains the sole right to select or reject any or all sites for biosolid and grit disposal or re-use.
- G. The Biosolids Coordinator or designee shall notify the Contractor of operational changes that may affect the quantities of biosolids or grit (e.g., plant shutdowns, planned maintenance etc.).
- H. The Biosolids Coordinator shall provide status information to the Contractor when requested to enable Contractor to schedule biosolids and grit hauling. City personnel reserves the right to request additional biosolids or grit hauling. The Contractor shall respond to each request for as needed hauling within six (6) hours.
- I. In addition to the Biosolids Coordinator, other City personnel will have roles and responsibilities pertaining to this Agreement. See Table 1 in Appendix 1 for a description of these roles and responsibilities.

68. Bid Security. Each bid must be accompanied by an original bid bond, or money order, or a cashier's check or certified check, in the amount of \$1,000 payable to the City and County of San Francisco, to guarantee the filing of Performance Bond and Insurance Certificates, and proper execution of the contract. **Personal or company checks will not be accepted.** Any proposal submitted without the proper bid security shall be determined to be non-responsive and result in the rejection of the bid. After the successful bidder has furnished the required documents or the City has rejected proposals, all bid proposal securities, except those which may have been forfeited, will be returned to the respective bidders whose proposals they accompanied.

69. Performance Bond. The successful bidder will be required to furnish a performance bond on the form furnished by City, in a sum of not less than 20% of the annual amount of the contract to guarantee the faithful performance of this contract. The bond must be approved as to sufficiency and qualifications of the surety by the Controller. The bond must be renewed annually for multi-year contracts.

70. Fidelity Bond. (not used)

71. Insurance. Prior to award, the successful bidder or bidders and any subcontractors will be required to furnish evidence of insurance as follows:

A. 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:

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(1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate for bodily injury, property damage, contractual liability, personal injury, products and completed operations.

(3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(4) Pollution Liability Insurance for clean-up, restoration, transportation, and disposal at an appropriate certified disposal site in an amount not less than \$3,000,000.00 each occurrence combined single limit (true occurrence form), including coverages for on-site or off-site third party claims for bodily injury and property damage.

B. Commercial General Liability, Commercial Automobile Liability and Pollution Liability Insurance policies must be endorsed to provide:

(1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(2) 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 insurance applies separately to each insured against whom claim is made or suit is brought.

C. Contractor hereby agrees to waive Workers' Compensation subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy 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.

D. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to:

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

E. 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

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during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

F. 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.

G. 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.

H. Before commencing any operations under this Agreement, 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. Failure to maintain insurance shall constitute a material breach of this Agreement.

I. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

J. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insureds.

72. Failure to Execute Contract. Within ten (10) business days of the receipt of a notice of award, the bidder to whom the contract is awarded shall deliver the performance bond and/or specified insurance certificates to City. If the bidder fails or refuses to furnish the required bond and/or insurance within ten days after receiving notice from Purchasing, Purchasing may, at its option, determine that this bidder has abandoned its bid. Thereupon the tentative award of said contract to this bidder shall be canceled and City shall notify the bidder's surety and collect on the bidder's bond (or the check accompanying its bid shall be deposited with the Treasurer of the City and County of San Francisco for collection) and the proceeds thereof shall be retained by City as partial liquidated damages for failure of such bidder to properly file the bonds and insurance herein required. The foregoing in no way limits the damages which are recoverable by City whether or not defined elsewhere in the contract documents.

73. Price. Bid prices are to be firm for the duration of the contract. Only the bid prices that appear on City's Contract Proposal Bid Sheets will be considered. No other pages with prices or attached price lists and/or catalog prices will be considered. Bid price to include all costs chargeable to City. Contractor will assume all costs including personnel salaries, transportation and any other expense for the training of his/her employees. No charges to City are to be made for training. All costs to City shall be included in prices entered on Bid Sheets. If there is a discrepancy between the Bid Sheet and the People Soft Line Items, the Bid Sheet pricing will prevail. In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

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74. Price Adjustment

- A. Prices may be adjusted due to changes in the Prevailing Wage Rate (PWR) at any point in the contract upon written approval by the Purchaser. The City will allow price adjustments due to changes in PWR on 100% of the rates for item 7 in Aggregate 1 and item 16 in Aggregate 2. The City will allow price adjustments due to changes in PWR on 90% of items 1 through 6, item 8 and item 10. in Aggregate 1 and items 12 through 14 in Aggregate 2. Such adjustment shall be equal to the percentage change (increase or decrease) in the PWR from the current PWR to the newest PWR. It shall be the Contractor’s responsibility to request and to provide documentation satisfactory to the Purchaser to support any price adjustment request. If approved, requests for price adjustments based on increases in the PWR will take effect 30 days after receipt of request.

Example of Price Adjustment Calculation for item 1, Aggregate 1 based on a change in Prevailing Wage Rate:

Contractors rate per load for item 1.: \$100.00
Contractors rate per mile for item 1.: \$5.00
PWR on bid due date: \$40
New PWR: \$50

(New PWR) - (Current PWR) = Change in PWR
\$50.00 - \$40.00 = \$10.00

(Change in PWR)/(Current PWR) = Percent Change in PWR
\$10.00/\$40.00 = .25 or 25%

((1+Percent Change in PWR) x 0.9 x Item 1. per load rate)
1.25 x .9 x \$100.00 = \$112.50 (this is the new adjusted per load rate)

((1+Percent Change in PWR) x 0.9 x Item 1. per mile rate)
1.25 x .9 x \$5.00 = \$5.63 (this is the new adjusted per load rate)

- B. Fuel prices shall remain firm for the first 12 months of the contract. Thereafter, Contractor may request a fuel price adjustment due to fluctuations in diesel fuel prices. Fuel price adjustments will only be applicable to items 1 through 6 of Aggregate 1 and items 12 through 14 in Aggregate 2. Changes to the cost of the labor, materials, overhead, or administration will not be considered as cause to adjust fuel prices. Requests for price adjustment for fuel costs may be submitted by the Contractor at least thirty (30) days prior to the anniversary date of the contract.
- C. The City will use the fuel index published by the Energy Information Administration’s Weekly On-Highway Diesel Prices Index to determine the allowable price adjustment. The index is available at: <https://www.eia.gov/petroleum/gasdiesel/> Information will be taken from the California data.

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D. The allowable fuel price adjustment will be calculated by dividing the latest available index of the current year by the index at bid due date. To calculate the fuel price adjustment, the City will allow adjustments on 9% of the per load rate and 9% of the per mile rate. The rate structure of a per load rate plus per mile rate is explained in Section 76. under “Explanation of rate structure for hauling biosolids, grit, and tanker from TIP”. The factor of 9% will be a constant in the calculations throughout the contract period and any extensions thereof. Fractions of a cent .5 or higher will be rounded up, fractions of a cent .4 or lower will be rounded down. A sample calculation is provided below:

Example: Fuel Adjustment – For Illustration Only

Index on Feb. 15 th 2017	1.50	
Index on Feb. 15 th 2018	1.75	
Percent Change:	16.7%	[(1.75 /1.50) – 1 = 0.167]
Cost per Load:	\$100.00	
Cost per Mile:	\$4.50	
9% of Cost per Load:	\$100.00 x 9% = \$9	
9% of Cost per Mile:	\$4.50 x 9% = \$0.41	
Allowable Increase Cost per Load:	16.7% x \$9 = \$1.5	
Allowable Increase Cost per Mile:	16.7% x \$0.41 = \$0.07	
Adjusted Cost per Load:	\$100.00 + \$1.5 = \$101.5	
Adjusted Cost per Mile:	\$4.50 + 0.07 = \$4.57	

E. All requests for fuel price adjustments must be made in writing and shall be submitted at least 30 days prior to the anniversary date of the contract. If approved, the price changes will be implemented with a contract modification. Such adjustments shall commence 30 days after submission of satisfactory documentation and the approval of Purchasing. No more than one price adjustment in any given 12-month period will be approved for fuel adjustments. Price adjustment requests will not be granted retroactively for past years or years in which the Contractor failed to request price adjustment.

F. Alternative Fuel. If the Contractor elects to use an alternative fuel, including but not limited to biodiesel, in all vehicles involved in hauling of biosolids and grit, the Contractor may receive an additional one-time fuel adjustment increase of up to 10%. In order to qualify for this adjustment, the Contractor must submit receipts indicating the purchase of alternative fuel to the Biosolids Coordinator. Contractor may be required to provide proof of alternative fuel vehicle ownership. If approved, the alternative fuel adjustment would be effective sixty (60) days after the submittal of receipts.

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75. Bid Price Evaluation.

A. Explanation of Bid Aggregates

There are two groups of services - Aggregate 1 and Aggregate 2. Aggregates 1 and 2 may be awarded to the same bidder or to separate bidders. Aggregate 1 includes eleven (11) services and Aggregate 2 includes five (5) services. Bidders must provide a bid on each service within the aggregate to be awarded that aggregate or Bidder may be deemed non-responsive for that aggregate. Additional details for each service are in Appendix 1. The services in Aggregate 1 will be awarded as a group to the lowest responsive and responsible bidder based on the evaluation formula for Aggregate 1 described in this section. The services in Aggregate 2 will be awarded as a group to the lowest responsive and responsible bidder based on the evaluation formula for Aggregate 2 described in this section.

Aggregate 1. Hauling biosolids and grit, and roll off bin services at Treasure Island Treatment Plant (TIP)

- Rate for hauling biosolids Monday through Friday. (Base price plus per mile rate) See Appendix 1. Item A.
- Rate for hauling biosolids on Saturday. (Base price plus per mile rate) See Appendix 1. Item A.
- Rate for hauling biosolids on Sunday and holidays. (Base price plus per mile rate) See Appendix 1. Item A.
- Rate for hauling grit Monday through Friday. (Base price plus per mile rate) See Appendix 1. Item A.
- Rate for hauling grit on Saturday. (Base price plus per mile rate) See Appendix 1. Item A.
- Rate for hauling grit on Sunday and holidays. (Base price plus per mile rate) See Appendix 1. Item A.
- Monthly rental of a 30 yard roll-off debris box at TIP. (Price per month) See Appendix 1. Item B.
- Rate for standby time over 30 minutes. (Price per hour) See Appendix 1. Item M.
- Rate for extraordinary pick up. (Price per event) See Appendix 1. Item J
- Rate for trailer moving during digester cleaning at Southeast Treatment Plant. (Price per hour). See Appendix 1. Item C. (This item is for information purposes only and will not be evaluated)
- Rate for mobilization (Price per event) and rate per day (Price per day) for use for four (4) trailers to be used for digester cleaning. See Appendix 1. Item C. (This item is for information purposes only and will not be evaluated)

Aggregate 2. Tanker rental and hauling at Treasure Island Treatment Plant (TIP)

- Rate for monthly rental of a 5,500 gallon tanker at TIP. (Price per month) See Appendix 1. Item S.
- Rate for hauling a tanker truck from TIP Monday through Friday. (Base price plus price per mile) See Appendix 1. Item T.
- Rate for hauling a tanker truck from TIP on Saturday. (Base price plus price per mile) See Appendix 1. Item T.
- Rate for hauling a tanker truck from TIP on Sunday and holidays. (Base price plus price per mile) See Appendix 1. Item T.

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- Rate for standby time for tanker transport over one (1) hour. (Price per hour) See Appendix 1. Item U.

B. Explanation of rate structure for hauling biosolids, grit, and tanker from TIP

This contract will require hauling services to multiple different end use locations. Current end use locations are listed in Section 83D. End use locations not currently in use by the City may be added in the future. These new sites may be closer or further away than current end use locations. The rate awarded for this contract will be used for transportation to all current and future end use locations. To account for the uncertainty this creates for Contractor and the City, the rate structure for hauling fees is a base price plus a price per mile.

The rate for hauling biosolids will be calculated on a base price plus a price per mile (e.g. \$50 per load delivered plus \$1.25 per mile) based on the round trip mileage between the City’s treatment plants and designated end use sites. For the purposes of awarding this contract, rates will be evaluated by calculating the price of hauling biosolids a round-trip distance of 90 miles. This billing rate is exclusive of bridge tolls.

Example: Base price plus per mile price evaluation for biosolids hauling – For Illustration Purposes Only

Rate per load: \$50
Rate per mile: \$1.25/mile
Evaluated distance: 90 miles
Evaluated rate: $\$50 + \$1.25/\text{mile} \times 90 \text{ miles} = \162.5

The rate for hauling grit will be calculated on a base price plus a price per mile (e.g. \$50 per load delivered plus \$1.25 per mile) based on the round trip mileage between the City’s treatment plants and designated landfills. For the purposes of awarding this contract, rates will be evaluated by calculating the price of hauling grit a round trip distance of 50 miles. This billing rate is exclusive of bridge tolls and is applicable seven days per week.

The rate for hauling the rented tanker from TIP will be a base price plus a price per mile (e.g. \$50 per load delivered plus \$1.25 per mile) based on the round trip mileage between TIP and the designated end use site. For the purposes of awarding this contract, rates will be evaluated by calculating the price of hauling a tanker a round trip distance of 34 miles. This billing rate is exclusive of bridge tolls and is applicable seven days per week.

C. Explanation of evaluation formulas

The services in each aggregate are used at different frequencies by the City. In order to evaluate the lowest bid for each aggregate, the rate given for each service will be multiplied by a percentage and then added together to create a single price for each aggregate. Bids will be evaluated on the single price created for each aggregate less any applicable discounts. The percentages used to determine this evaluated price for each aggregate are shown below. A worksheet for calculating the bid price for each aggregate is included in the Bid Sheet. Purchasing will attempt to evaluate this contract proposal within thirty (30) days after receipt of bid(s).

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Percentages for Aggregate 1

1. Rate for hauling biosolids Monday through Friday x 68.9%
2. Rate for hauling biosolids on Saturday x 13.1%
3. Rate for hauling biosolids on Sunday x 9.8 %
4. Rate for hauling grit Monday through Friday x 4.8%
5. Rate for hauling grit on Saturday x 1.0%
6. Rate for hauling grit on Sunday x 1.0%
7. Rate for standby time at the treatment plant x 0.5%
8. Rate for extraordinary pick up x 0.5%
9. Rate for monthly rental of a 30 yard roll-off debris box at the Treasure Island Plant x 0.4%
10. Rate for One (1) driver and tractor to move onsite trailers at SEP during digester cleaning – for informational purposes only, not evaluated
11. Price per mobilization and price per day for use for four (4) trailers to be used for digester cleaning – for informational purposes only, not evaluated

Percentages for Aggregate 2

12. Rate for hauling a tanker truck from the Treasure Island Plant to the Oceanside Plant Monday through Friday x 65%
13. Rate for hauling a tanker truck from the Treasure Island Plant to the Oceanside Plant on Saturday x 12%
14. Rate for hauling a tanker truck from the Treasure Island Plant to the Oceanside Plant on Sunday x 12%
15. Rate for monthly rental of a 5,500 gallon tanker at the Treasure Island Plant x 8%
16. Rate for standby time for tanker transport x 3%

The following is an example worksheet for calculating the evaluated price for Aggregate 1:

1. Monday-Friday biosolids hauling rate per mile _____ x 90 miles = _____ + Monday-Friday biosolids hauling rate per load _____ = _____ x 0.689 = _____
2. Saturday biosolids hauling rate per mile _____ x 90 miles = _____ + Saturday biosolids hauling rate per load _____ = _____ x 0.131 = _____
3. Sunday/Holiday biosolids hauling rate per mile _____ x 90 miles = _____ + Sunday/Holiday biosolids hauling rate per load _____ = _____ x 0.098 = _____
4. Monday-Friday grit hauling rate per mile _____ x 50 miles = _____ + Monday-Friday grit hauling rate per load _____ = _____ x 0.048 = _____
5. Saturday grit hauling rate per mile _____ x 50 miles = _____ + Saturday grit hauling rate per load _____ = _____ x 0.01 = _____
6. Sunday/Holiday grit hauling rate per mile _____ x 50 miles = _____ + Sunday/holiday grit hauling rate per load _____ = _____ x 0.01 = _____
7. Hourly rate for standby time at the treatment plant _____ x 0.005 = _____
8. Rate per event for extraordinary pick-up _____ x 0.005 = _____
9. Monthly rate for rental of 30 yard roll-off debris box at TIP _____ x 0.004 = _____

Total of lines 1 through 9 equals the Total Evaluation Price for Aggregate 1.

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The following is an example worksheet for calculating the evaluated price Aggregate 2:

12. Monday-Friday tanker hauling rate per mile _____ x 34 miles = _____ + Monday-Friday tanker hauling rate per load _____ = _____ x 0.65 = _____

13. Saturday tanker hauling rate per mile _____ x 34 miles = _____ + Saturday tanker hauling rate per load = _____ x 0.12 = _____

14. Sunday/Holiday tanker hauling rate per mile _____ x 34 miles = _____ + Sunday/Holiday tanker hauling rate per load = _____ x 0.12 = _____

15. Monthly rate for rental of tanker _____ x 0.08 = _____

16. Hourly rate for standby time at the treatment plant _____ x 0.03 = _____

Total of lines 12 through 16 equals the Total Evaluation Price for Aggregate 2.

D. Holidays for which the holiday rate shall be paid.

The contractor will be paid the Sunday and holiday rate on Sundays and the following holidays:

New Year's Day
Martin Luther King's Birthday
President's Day
Cinco de Mayo
Memorial Day
Independence Day (July 4th)
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

76. Award. Award will be made to the lowest priced most responsive and responsible bidder in the aggregate as noted on the Bid Sheets. In determining the award, Purchasing will take into consideration, but will not be limited to:

- Compliance with Minimum Requirements
- Price (evaluated)
- Satisfactory review of bidder's qualifications
- Any other factors deemed pertinent

77. Awarded Services. If, during the term of the contract, a contract service is determined to be unacceptable for a particular department, and such is documented by Purchasing, it is understood and agreed that the service will be canceled and removed from the contract without penalty to City. City's sole obligation to Contractor is payment for services performed prior to the cancellation date. City shall

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give Contractor ten (10) days notice prior to any cancellation. City will contract for the required service from any source and in the manner as determined by Purchasing. Contractor must notify Purchasing by certified mail, thirty (30) days in advance of any changes in the services required in the contract. Any changes made without the approval of Purchasing will constitute default and result in City invoking General Condition 12.

78. Additional services

A. If, in the satisfaction of governmental interests, it is necessary to purchase additional services from Contractor, additional services may be added to this contract by mutual agreement of the parties.

B. Aggregated cost of all services added to the contract during the contract term shall not exceed 20% of the total estimated value (cost) of the original contract.

C. All requests to add additional services to the contract must be submitted by City departments in writing to the Office of Contract Administration – Purchasing (Purchasing). All requests must include complete scope of work, estimated quantities for the remainder of the contract period and a price quotation provided by Contractor, for each service.

D. All additional items or services added to the contract shall be approved through issuance of a contract modification, executed and signed by Purchasing and Contractor.

E. In the event the aggregated cost of the contract increases by more than 20% of the total estimated value of the original contract, or the increase totals more than the Minimum Competitive Amount, the amount over 20%, or the Minimum Competitive Amount, shall be bid in accordance with Standard Purchasing Procedures. The resulting bid award shall be added to the contract through a contract modification (same Contractor) or the issuance of a new contract (new Contractor) and include Contractor's name and information, complete item description, delivery information and pricing information.

F. The contract term for the additional services added to the contract after the initial award shall be the remaining term of the existing contract and any extension thereof.

79. Displaced Worker Protection Act. (Not used)

80. Prop J Approval. (Not used)

81. Ordering. Services to be furnished under this Contract shall be ordered by issuance of a Direct Purchase Order through a release from the appropriate Citywide Blanket Purchase Order by City departments during the effective period of the contract. All invoices for payments shall show the Direct Purchase Order Release Number against the Citywide Blanket Purchase Order assigned by Purchaser to include the complete description of services and contract pricing.

82. Billing.

A. Invoices. All invoices must show the origin and destination of all loads hauled, number of loads

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hauled, tonnage per load, total bridge tolls, total labor hours, Contract Number, Purchase Order Release Number, contract item number, complete description of services performed, contract payment terms and contract price. No minimum services charges are allowed on services covered by this contract. Contractor must accept and process, without any extra charges, orders for any service as requested by City. Failure to submit invoices with all the required information, or invoices that contain inaccurate information will not be processed for payment.

All discount periods will begin only when City receives a properly completed invoice containing all the required information. Invoices must be submitted in Microsoft Excel format and must be submitted both electronically and in hardcopy. Hard copies are to be submitted to the address below:

Lisa Chan
Re: Contract 68382 – Hauling
Southeast Water Pollution Control Plant
Bldg. 940, Purchasing Department
750 Phelps Street
San Francisco, CA 94124

B. Bridge Tolls. While hauling the City’s biosolids and grit, the Contractor will be compensated according to the tolls listed below:

Golden Gate Bridge: \$35.00/trip State Bridges: \$26.00/trip (Bay Bridge)

Bridge tolls incurred on routes that are not on the standard or approved routes will be paid only with the prior approval of the Biosolids Coordinator. In the event bridge tolls are increased or decreased during the term of this contract, the City shall pay the amount of the adjusted bridge tolls, upon review and approval of documentation/justification.

C. End Use Sites. The City’s end use sites are currently used for biosolids and grit management. These sites are listed in Tables 1. and 2. (Refer to 83 D.). Following award, the Contractor shall submit proposed truck routes for the current end use sites; these will be approved or modified by the City’s Biosolids Coordinator. Given changing state and local regulations as well as opportunities for new end use sites, the City foresees that new locations will be added to the current list of destinations. The rates awarded for this biosolids and grit hauling contract will be used in conjunction with approved hauling routes to calculate payment to all destinations. A contract modification will not be required for the addition of new destinations. For any new sites that are added to the list of end use sites, the routes and distances used to determine hauling prices will be agreed upon in writing between the Biosolids Coordinator and the Contractor.

D. End Use Site Locations. To assist bidders in understanding the hauling required by the City’s biosolids program, the following information is provided. A breakdown of biosolids distribution in 2017 is shown in the table below. Note that the distances are approximate and are only from SEP, not OSP. All trucks hauling biosolids from OSP will travel to SEP to use a certified scale before continuing on to the final destination. The information in Table 1 is for informational purposes only and does not represent the full list of sites that could be accessed nor the quantities that will be delivered to each site. The

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hauling rate awarded in this contract will be the rate used for all new sites. Loads from OSP accounted for approximately 20% of total loads in 2017, while SEP accounted for 80%. The daily number of biosolids loads on weekdays is currently similar to the daily number of loads on weekends, although there is day-to-day variability depending on biosolids production.

Table 1. Biosolids Distribution		
Site	Approximate round trip distance from SEP (exact route and distance must be approved)	Wet tons delivered to site from both OSP and SEP in 2017
Solano County Agricultural Land Application	130 miles	20,236
Sacramento County Agricultural Land Application	240 miles	3,815
Lystek Biosolids Processing	90 miles	5,500
Potrero Landfill	110 miles	20,182
Vasco Landfill	100 miles	13,629
Altamont Landfill	100 miles	362
Central Valley Compost	280 miles	23

Table 2. Grit Distribution		
Ox Mountain Landfill	50 miles	4,070
Hay Road Landfill	130 miles	0

Note: The table above is for informational purposes only. Distributions in 2019 and onward may vary greatly from 2017 totals.

E. Special County Fees

In the event that biosolids end use at particular agricultural land application sites requires payment of special county-imposed fees to support county inspection programs or to defray the cost of road repairs within the county, the Contractor shall designate a number of trailers to haul to each county for each land application season. At the start of each land application season, the Biosolids Coordinator will determine the minimum number of trailers to be used for each county and will compensate the Contractor for the special county-imposed fees associated with the designated number of trailers. The Contractor will be compensated for other additional fees assessed directly to the Contractor by the agricultural land

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application site operator. Invoices and supporting documents for these fees must be included with all requests for compensation.

83. Payment. In accordance with the prices quoted in the successful bid and subject to any applicable discount provision contained in said bid, City agrees to pay for all services at said rate. City shall make payments to Contractor in arrears, for services actually performed, throughout the term of the contract. Invoices submitted by Contractor must be in a form acceptable to Purchasing and Controller. All amounts paid by City to Contractor shall be subject to audit by City.

84. Multiple Awards. Multiple awards may be made for certain or all services. Awards would be to a primary contractor and a secondary contractor to ensure adequate levels of uninterrupted service. Contractor will be notified by contract acceptance which will designate the primary or secondary contractor. If the primary contractor fails to provide service for any contract items by the required date, then the contractor agreeing to act as a secondary contractor will be required to provide said service. City will pay secondary contractor directly for the service. The secondary contractor shall continue to provide the required service, as required pursuant to the contract, until the primary contractor demonstrates to the satisfaction of City that they are ready, willing and able to provide said service to City. Purchaser reserves the right to request service not readily available from the secondary contractor from any other source if Purchaser deems it is in the public interest to take such action.

85. Change of Contractor. Should this contract necessitate a change in contractor, both contractors shall work in collaboration with each City department as required. The newly awarded contractor shall assume the responsibility to supply all services under this Contract only after receiving confirmation from City that they have met all of the bonding and insurance requirements. Both contractors shall enter into an Assignment and Assumption Agreement.

86. Environment Code Chapter 5, Resource Conservation Ordinance. Not Used.

87. Entire Agreement. This contract sets forth the entire Contract between the parties, and supersedes all other oral or written provisions.

End of Special Conditions

List of Contract Attachments:

Appendix 1 – Scope of Services to be Performed

Appendix 2 – Spill Response Plan

Attachment A – San Francisco Administrative Code Chapter 21C, Section 21C.5.

Attachment B – San Francisco Administrative Code Chapter 21C, Section 21C.7.

Attachment C – Prevailing Wage Summary Table

The purpose of this contract is to provide biosolids and grit hauling services for the various wastewater treatment facilities of the City and County of San Francisco.

The City's wastewater facilities generate an anaerobically digested Class A biosolids from the Oceanside Water Pollution Control Plant (OSP), an anaerobically digested Class B biosolids from the Southeast Water Pollution Control Plant (SEP), and dewatered or liquid primary sludge from the Treasure Island Plant (TIP). Digester cleaning spoils are generated during dry weather from SEP.

End use sites are governed by a series of separate contracts between the City and the site managers. Because each site has unique requirements, the San Francisco Public Utilities Commission (SFPUC) has sole discretion to determine the distribution and destination for the end use of all biosolids and grit generated by the City's facilities.

Any part of the work that is not specifically described in this Scope of Services, but is necessary or normally required as part biosolids and grit hauling work, shall be performed by the Contractor as incidental work, with no extra cost to the City.

Scope of Services to be Performed

The PUC is seeking to contract for two (2) groups of services (aggregates 1 and 2). The first group of services entails the hauling of biosolids and grit from SEP and OSP and roll off bin services at TIP. The second set of services entails the hauling of primary sludge in tanker trucks from TIP. These two sets of services are described below and may be awarded to the same or separate contractors. Items A.- R. describe the scope of services particular to the hauling of biosolids and grit from SEP and OSP and roll off bin services at TIP. Items S.-U. describe the scope of services particular to the hauling of primary sludge in tanker trucks from TIP. Items V.-XX. describe scope of services which pertain to both sets of services: 1) hauling of biosolids and grit from SEP and OSP, roll off bin services at TIP, and 2) hauling of primary sludge from TIP.

Scope of services particular to hauling biosolids and grit, and roll off bin services at TIP.

A. Hauling of Grit and Biosolids. SEP and OSP generate approximately 65,000 wet tons of biosolids and approximately 4,000 wet tons of grit per year. The Contractor shall provide hauling services year-round including all labor, materials, equipment and supervision necessary to receive, transport, and unload biosolids and grit from the City's wastewater treatment plants on a 24-hour, seven day per week basis, as needed. Biosolids and grit will be hauled to various end use sites as determined by the PUC. The structure of the fee is a base price paid for every trip regardless of distance plus a per mile rate based on the round-trip distance between the plant and the end use destination.

B. Treasure Island Roll-Off Debris Box. The Contractor shall provide a 30-yard standard roll-off debris box with doors to receive and store undigested dewatered sludge at TIP. The Contractor shall haul undigested dewatered sludge from TIP when required. When notified by treatment plant personnel that the debris box is nearing capacity, the Contractor shall provide an empty debris box and haul the full debris box to the designated disposal site. The fee for the transportation of the debris box to its disposal destination will be charged at the rate awarded for the hauling of biosolids. The fee for the rental of the debris box will be paid on a monthly basis, to be invoiced at the end of each month.

C. Digester Cleaning at Southeast Water Pollution Control Plant (SEP). The Plant Superintendent or their designee may request that the Contractor provide a driver, tractor and four (4) trailers during digester cleaning at SEP. This service consists of the driver attaching their tractor to trailers and moving the trailers at the SEP site to

assist with load out of grit and other sandy digester material. The driver's activities, including attaching/detaching the onsite trailers will be under the exclusive direction of the Plant Superintendent or designee. The fee for the driver's time will be an hourly rate. The invoice for the driver's hourly rate must be accompanied by a signed memo from the Plant Superintendent or their designee verifying the number of labor hours spent in support of the digester cleaning task. Contractor will not be compensated for digester cleaning activities without a signed memo authorizing the digester cleaning activities. There will be a mobilization fee for bringing four (4) trailers to SEP charged once per digester cleaning event. The fee for the use of four (4) trailers at SEP will be a daily rate for the use of all four (4) trailers. Digester cleaning typically occurs once per year and lasts from two to four weeks. It is possible the City will not request this service.

D. Number of Tractors and Trailers. Contractor shall maintain a sufficient number of tractors and trailers to accommodate fluctuations in service, both during normal operations and during OSP emergency grit events. If service is requested for digester cleaning as described in Section C., four (4) trailers shall be available for this operation, in addition to those trailers required for routine biosolids and grit hauling.

E. Equipment List. Contractor must provide a list of the tractors and trailers to be used to haul biosolids and grit. Specifically, the list shall describe the quantity, type, size, identification numbers, tare weights, maximum legal load limit, and age of all hauling containers, tractors, and trailers to be used to haul biosolids and grit as described in this contract. Contractor must provide this equipment list with bid (Refer to Appendix 3). Contractor shall update this list annually and provide an updated list to the Biosolids Coordinator upon request.

F. Trailers. Each trailer operated and maintained for hauling biosolids and grit shall be end-dump, water tight (to prevent leakage), and equipped with a cover (canvas or suitable alternative material) that can be securely fastened to reduce odors and contain material, to the extent reasonably possible in the event of an accident. The height of the trailer and truck cannot exceed 11 feet, 6 inches. All trailers must have a minimum exposed interior length of 33 feet. All loads shall be covered in accordance with this paragraph prior to their departure from the plants and from unloading sites. Contractor shall be responsible for handling the trailer covers for loading and unloading. Transport vehicles must also be equipped with splash guards.

G. Response Time. Since the City produces biosolids twenty-four (24) hours per day, seven (7) days per week, every day of the year, the Contractor shall respond to telephone requests for biosolids hauling to ensure that the requested tractors and trailers are delivered within six (6) hours from the time of request. Contractor shall respond to telephone requests for grit hauling by delivering the requested tractors and trailers within four (4) hours from the time of request. If necessary to ensure compliance, the Watch Supervisor will log the time of the telephone request and the time the tractor and trailer arrive.

H. Emergency Service. In the event the City determines an emergency is imminent or exists, Contractor shall respond to telephone requests for hauling biosolids by ensuring that the requested tractors and trailers are delivered within four (4) hours from the time of request and two (2) hours for grit. If necessary to ensure compliance, the Watch Supervisor will log the time of the telephone request and the time the tractor and trailer arrive.

I. Daily Delivery. The Watch Supervisor shall determine the level of service needed at each plant, each day and will contact the Contractor's dispatcher to arrange the number of trailers needed. The Contractor shall be able to fill trailers from the City's hoppers and haul loads of biosolids and grit daily (including Sundays and holidays) from the City's treatment plants, as directed by the Watch Supervisor and shall not rely on any storage capacity at the plants. Loads must be delivered to the destination on the same day they are picked up. Contractor will not be compensated for loads delivered on days other than the day they were picked up without prior written approval from the Plant Superintendent or designee authorizing the late delivery. The Contractor shall make such

adjustments as necessary to meet required changes in schedules or loads for each plant. The City will make good faith efforts to notify the Contractor of any changes in service level requirements in a timely manner.

J. Extraordinary Pick-up for Biosolids. If the Plant Superintendent or designee determines that unanticipated circumstances require immediate service and end use sites authorized to receive the City's biosolids will be closed within six (6) hours of the hauling request, the Plant Superintendent or designee may direct Contractor to pick up biosolids that the Contractor may store in the trailer at an appropriate and properly maintained site. The cost for this service shall be provided as a per load charge, and will be in addition to the regular hauling charges between the plant and end use site. The invoice for this extraordinary pick-up service must be accompanied by a signed memo from the Plant Superintendent or designee describing the extraordinary circumstances and the reason for the pick-up. Contractor will not be compensated without a signed memo authorizing the extraordinary pick-up. All Federal, state, and local laws apply to the extraordinary pick-up and storage of the biosolids and Contractor shall indemnify the City for all damages and liabilities arising from such pick-up and storage, in accordance with Bid and Contract Condition 9, "Hold Harmless and Indemnification."

K. Truck loads. The Contractor shall provide adequate trailer storage capacity necessary for the transportation of biosolids and grit. The Contractor shall load its hauling trucks using the City's hoppers and at the allowable maximum tonnage. Contractor will not haul less than 21.1 tons, unless authorized by the Watch Supervisor. For loads weighing less than 21.1 tons which are not authorized by the Watch Supervisor the City may, at its discretion, deduct the percentage a load is underweight from the compensation for that load (e.g. a load which is 25% under 21.1 tons could have a 25% deduction in compensation). The monthly average tons per truck load shall be no less than 22.7 tons. If the monthly average load is less than 22.7 tons (not counting underweight loads authorized by the watch supervisor) the City may, at its discretion, deduct the percentage that the average load is underweight from 22.7 tons from the compensation for that month (e.g. a monthly average which is 2% under 22.7 tons could have a 2% deduction in compensation).

L. Mitigation for Cross-Contamination. Contractor shall not commingle the City's biosolids with any materials from an outside source prior to arrival at the final end use. Contractor shall provide trailers exclusively dedicated to hauling Class A biosolids from the OSP plant. These trailers shall not be used to haul any other materials, including Class B biosolids from SEP or grit from either SEP or OSP. A list of the dedicated tractors and trailers for Class A biosolids hauling shall be provided to the City's Biosolids Coordinator within thirty (30) days of request.

M. Standby Time for Biosolids and Grit Loading. Contractor shall allocate thirty (30) minutes for typical biosolids and grit load-out. Contractor may charge for the amount of stand-by time that exceeds the first thirty (30) minutes of load out time at the plant. Standby time will only be paid under two scenarios: 1) Drivers are unable to perform their duties due to unforeseen circumstances at the plant and are forced to wait for more than 30 minutes or 2) Plant Superintendent or designee requests a trailer be loaded with biosolids, grit, or digester spoils by a front loader or means other than the standard hopper facilities, and this load-out time exceeds 30 minutes. In these instances, Contractor may charge the awarded standby rate. The invoice must be accompanied by a signed explanation or email from the Plant Superintendent or designee verifying all stand-by time. Contractor will not be compensated for stand-by time without a signed explanation or email authorizing the stand-by time. The City will not be responsible for standby time at locations other than at the City's treatment plants.

N. Scales. The on-site scale at the SEP shall be used by Contractor for weighing all biosolids and grit loads. For loads from OSP, a certified weigh ticket must be obtained from the SEP scale before traveling to the end use site. The City will not compensate Contractor for any loads that do not have a certified weight ticket printout.

O. Load-out Training. Contractor shall ensure only employees who are fully trained are allowed to operate the loading equipment at the treatment plants for the sole purpose of placing or loading biosolids or grit in each truck. Contractor shall ensure that any employee whose job requires them to operate this equipment is properly trained. Employees who have not received this training shall not perform loading services.

P. Loadout doors. Drivers shall ensure that the doors to the OSP and SEP loading bay are closed during the loading of trucks in order to comply with the treatment plant air permits.

Q. Trailer Loading and Unloading. Contractor shall be responsible for coordination with City vendors to unload the City's biosolids and grit at end use sites, and shall comply with site requirements and applicable regulations. Contractor is responsible for any additional fees levied by sites for non-compliance to site requirements.

R. Reports. As part of the City's requirements under its Biosolids Management System, Contractor shall submit to the Biosolids Coordinator, on a monthly and annual basis, the following written reports:

- a. Daily tons hauled from each plant and their corresponding end use location(s).
- b. Daily loads hauled from each plant and their corresponding end use location(s).
- c. Explanation and supporting documentation of all underweight loads hauled.
- d. Explanation and supporting documentation for additional services performed, including stand-by time or extraordinary pick-ups.

The format for these reports shall be determined by the City. These reports shall be postmarked, faxed, or emailed no later than the 10th day of each month unless the parties otherwise agree in writing. If mailed, the reports, including any copies, shall be submitted on recycled paper, and printed on double-sided pages. Regardless if reports are mailed or faxed, reports shall also be submitted electronically via email. The City may request additional reports related to the services performed under this contract.

Scope of services particular to tanker rental and hauling at TIP.

S. Treasure Island Tanker Rental. Contractor shall provide a tanker with at least 5,500 gallons of capacity at TIP. The tanker will stay at TIP where it will be periodically loaded with sludge from primary treatment. The fee for the rental of the tanker will be paid on a monthly basis, to be invoiced at the end of each month.

T. Treasure Island Tanker Hauling. Upon request, Contractor will haul the tanker from TIP to OSP. The driver will collect the tanker at TIP, which may take up to forty-five (45) minutes. After transporting the tanker to OSP, the driver will unload the tanker, which may take up to forty-five (45) minutes. Contractor shall ensure that the entire contents of the tanker is emptied at OSP. The empty tanker will then be returned to TIP. Currently, the tanker is hauled to OSP approximately one (1) to three (3) times per week, but service levels can fluctuate. It is possible the City will request that the tanker be hauled from TIP to SEP or to a location in Solano County which is 86 miles round-trip from TIP. The structure of the fee is a base price paid for every trip regardless of distance, plus a per mile rate based on the round-trip distance between TIP and the end use destination.

U. Standby Time for Tanker Transport. Contractor shall allocate one (1) hour for collecting the tanker at TIP and one (1) hour for unloading the tanker at OSP. Contractor may charge for the amount of stand-by time that exceeds one (1) hour of pick up time at TIP and one (1) hour of unloading time at OSP. Standby time will only be paid for incidents which are due to unforeseen circumstances at TIP or OSP. Any invoices for stand-by time must be accompanied by a signed explanation or email from the Plant Superintendent or designee verifying all stand-by

time. Contractor will not be compensated for stand-by time without a signed explanation or email authorizing the stand-by time. The City will not be responsible for standby time at locations other than OSP and TIP.

V. Ordering of Tanker Pick Up. The Plant Superintendent or designee will call Contractor's dispatcher to arrange pick up of the tanker the day before pick up is required.

W. Equipment List. Contractor shall provide details of the tanker trailer(s) to be used to haul primary sludge from TIP. The type, size, identification number, tare weights with tractor, tanker capacity, and age of the tanker shall be described. Contractor shall update this list annually and provide an updated list to the Biosolids Coordinator upon request.

X. Reports. As part of the City's requirements under its Biosolids Management System, Contractor shall submit to the Biosolids Coordinator, on a monthly and annual basis, the following written reports:

- a. Date that loads were hauled from TIP and their corresponding end use location(s).
- b. Explanation and supporting documentation for stand-by time or extraordinary pick-ups.

The format for these reports shall be determined by the City. These reports shall be postmarked or emailed no later than the 10th day of each month unless the parties otherwise agree in writing. The reports, including any copies, shall be submitted on recycled paper, and printed on double-sided pages. Reports shall also be submitted electronically. The City may request additional reports related to the services performed under this Agreement.

Scope of services pertinent to all hauling services.

Y. Dispatch. Contractor shall provide a single point of contact (24/7) for communicating with the City's Operations personnel for all services. If this point of contact is unavailable, Contractor must provide an accessible back-up point of contact who is reachable with the same contact information. If the contact information is different, Contractor shall alert WWE Operations Central Control at both plants and the Biosolids Manager immediately to provide updated contact information.

Z. Telephone Request Procedures. To dispatch loads of the City's biosolids, grit or TIP primary sludge, Contractor shall use a stationary dispatcher. Contractor shall furnish, and update as necessary, a list of current phone numbers and names of the responsible parties to be called in order to request hauling services. Contractor will develop a protocol, and distribute the protocol among City staff, describing the telephone request procedures and actions to be taken if there is no answer or response from the initial telephone request.

AA. 24-hour Contact List. To ensure the City maintains accurate contact information, the Contractor shall furnish and update as necessary, a list of names and phone numbers of responsible parties to be called on a twenty-four (24) hour, seven (7) day per week basis.

BB. Inability to Perform. If at any time during operation, Contractor does not have the necessary equipment or personnel available to perform the services awarded to them as described in this contract, the Biosolids Coordinator may elect to have the biosolids hauled by City personnel or another contractor.

CC. Incidental Work. Any part of the work that is not mentioned in the specifications, but is necessary or normally required as part of such work, shall be assumed to be included and to be performed by the Contractor without extra expense to the City, as if fully described in the specifications and shall be included in the bid price.

DD. Haul Routes. Hauling route shall be provided to the City's Biosolids Coordinator for each destination. The City's Biosolids Coordinator must approve all hauling routes. Contractor shall submit proposed haul routes and any proposed changes to these routes to the Biosolids Coordinator for approval at least two weeks prior to implementation. Haul routes shall avoid residential land uses and commercial and business districts to the extent possible. If the use of haul routes near residential, commercial or business land uses cannot be avoided, the use of these routes shall be restricted to daylight hours. Drivers shall not stop en route except for normal traffic requirements. Contractor will not be compensated for loads hauled on routes that deviate from the approved routes without prior approval.

EE. Bridge Tolls. Bridge tolls incurred on routes which deviate from the approved travel routes will be paid only with the prior approval of the Biosolids Coordinator. In the event any bridge toll changes during the term of this contract, Contractor shall submit a request to the City for the adjusted bridge toll amount in accordance with Special Condition 83B.

FF. Haul Destinations. Hauling destinations are chosen at the sole discretion of the Biosolids Coordinator. Each destination has its own restrictions for capacity, hours of delivery, and level of access. Contractor shall ensure that all employees are fully aware of these restrictions. Failure to abide by these restrictions is a material breach of this contract, and the City, at its discretion, may deduct up to five percent (5%) of the average monthly billing (calculated from previous 3 months) per event. If Contractor's driver fails to deliver loads to the designated destination, or fails to follow procedure en route to or at the destination, the City may decide that the offending driver shall no longer provide the services described in this contract, and Contractor shall bear any and all associated costs in correcting the mis-delivered loads. These costs include, but are not limited to, hauling, end use costs, and staff labor hours.

GG. Audit. The City may conduct random audits of hauling routes, times, and distances. Contractor agrees to fully cooperate with City when it conducts such audits. Any discrepancies arising from these audits may affect the number of miles used in the calculation of rates for each end use site.

HH. Site Requirements. Contractor shall comply with all end use site requirements and procedures. In addition, Contractor shall be fully responsible for any and all liability incurred by the City in whole or in part caused by Contractor's failure to comply with end use site requirements. In the event of a spill or other incident that violates those requirements or causes damages or personal injuries, Contractor shall implement the contingency plan described in item NN below and shall be fully liable for any damages incurred.

II. Site Safety. All applicable safety rules shall be observed, including those imposed at specific end use sites. Contractor shall obey posted speed limits and shall not exceed 15 mph on City property in areas where speed limits are not posted. Contractor's personnel shall be familiar with the procedures to follow if vehicles are involved in an accident at any site. All drivers must have a copy of the City's Spill Plan (Refer to Appendix 2) and adhere to the contingency plan described in item NN below.

JJ. Legal Weight Limit. Contractor shall conspicuously mark each trailer unit with the maximum legal weight of the unit when loaded. Contractor is responsible for ensuring each load does not exceed the legal weight limit for the loaded equipment, and for compliance with any applicable laws or regulations. Contractor is responsible for any fines incurred for exceeding legally allowable weights.

KK. Tickets and Manifests. For all loads, Contractor is responsible for ensuring its employees properly complete the proper load tickets with their signature. The load tickets are available from the Watch Supervisor. The source and destination of each load must be clearly marked on the load ticket. Biosolids and grit loads require a certified weigh ticket with tare and gross weight. A copy of the completed load ticket must be left in the designated areas at SEP, OSP and end use site on the day of pick up/delivery. The City will not compensate Contractor for loads with incomplete or improperly completed load tickets or certified weigh tickets. When delivering biosolids to landfill, Contractor must also obtain a waste manifest from the Watch Supervisor in addition to the load ticket. For grit loads, Contractor must obtain a grit manifest from the Watch Supervisor.

LL. Cleanliness. Contractor shall prevent, control, and abate any odor, spillage, insects, vermin, or any other nuisance arising from its operation. Contractor shall ensure that the cargo bays are completely empty and the exterior of the truck (including tires) is clean prior to leaving the haul destination. Contractor is responsible for ensuring truck tires are clean prior to leaving the treatment plant or the hauling destination, and that no material is tracked onto roadways. If adequate wash down equipment is not available for ensuring truck tires are clean before leaving the agricultural end use sites, it is Contractor's responsibility to alert the City.

MM. Safety Record and Plan. Contractor shall comply with all Department of Transportation, CalOSHA, Federal, and other requirements for the lawful transportation of biosolids, grit and TIP primary sludge. Contractor shall provide City with Contractor's Safety Record and Plan.

NN. Contingency Plan. Contractor shall provide City with Contractor's contingency plan for responding to spills or accidents. Contractor shall submit this plan to the City's Biosolids Coordinator for approval within three (3) weeks after receipt of the Notice of Conditional Award. This contingency plan shall be carried in each biosolids hauling truck, and shall be readily available to the driver in the event of an accident or spill. At minimum, the plan shall include:

- a. The City's Spill Plan
 - b. A list of on-board safety equipment, required personal protective equipment, and emergency spill equipment
 - c. A description of safety training and relevant equipment maintenance
 - d. Relevant truck routes
 - e. Incident procedures to identify the extent of the incident, non-spill incident procedures, and spill clean-up procedures
 - g. A list of emergency contacts to be called in the event of an incident, including subcontractors that can be called for clean-up assistance
 - h. Incident Report Forms
 - i. Biosolids Fact Sheets for distribution to responding public safety officers or members of the public that explains the non-hazardous nature of biosolids, the proper handling of the material, any risks regarding handling and end use, and SFPUC Communications telephone numbers.
- The City will provide items a., h., and i.

OO. Personal Protective Equipment. Contractor shall provide all personnel hauling under this contract with the following personal protective equipment including but not limited to, hard hat, gloves, boots, liquid repellent coveralls, face shield or goggles, and reflective safety vest. This equipment must be readily available for use at all times while hauling the City's biosolids, grit or TIP primary sludge.

PP. Training. Contractor shall provide ongoing operating and safety training for all personnel hauling under this contract. At a minimum, Contractor shall train all personnel on safety, emergency response, spill procedures, basic biosolids characteristics and regulations, hauling routes, public perception issues, and proper loading and unloading

procedures, in accordance with the City's Biosolids Management System. Documentation of training (e.g., sign-in sheets, handouts, etc.) shall be provided to the City upon request.

QQ. Driver List. Contractor shall provide a list of all qualified drivers hauling the City's biosolids and grit prior to the award of the contract upon request. Contractor shall provide the same information for any replacement or new drivers added subsequent to the award of this contract. The Contractor shall submit a current copy of each driver's valid California driver's license to ensure recognition upon entry.

RR. Driver Identification. Each driver hauling under this contract shall carry a laminated photo identification card indicating name, employer, and California Driver's License number. The identification card shall be visible for inspection at all times when the drivers are on City premises. Contractor shall be responsible for tracking all City keys and access units, and shall ensure that all keys and access units are returned to the City from a driver who is separated, dismissed or transferred. Contractor shall provide an accounting of all City-owned keys and access units under their care and custody annually to the Biosolids Coordinator.

SS. Bi-monthly Meetings. Contractor's designee shall attend bi-monthly phone meetings coordinated by the Biosolids Coordinator to ensure regular and timely communication regarding the execution of this contract.

TT. Communications. Contractor shall maintain a record of public inquiries and complaints, in accordance with the City's Biosolids Management System, and notify the City of such incidents.

UU. Damage to City Facilities. Contractor is responsible and liable for any damage to City facilities and structures, including, but not limited to, hopper operational equipment, quick connect pipes and valves used by the driver during loading and unloading, roll-up doors, gates, scales, roadways and landscaping caused in whole or in part by their subcontractors, employees or equipment. The City, at its sole discretion, may perform repair work, or have such work performed, and may withhold the resulting costs from the payments due to Contractor.

VV. Damage to Contractor Equipment or Property. The City shall not be responsible for loss or damage of any equipment or property owned or operated by Contractor, its agents, or employees on or off City property.

WW. Nuisance. Contractor shall prevent, control, and abate any odor, spillage, insects, vermin, or any other nuisance arising from its operation. The City's wash down areas may be used by Contractor to keep the loading site, treatment plants, and trucks clean and free of spillage before leaving the treatment plants. Cleaning or servicing of Contractor's equipment, except hose downs after biosolids loading, shall not take place on City property unless authorized by plant supervisory personnel. Contractor shall promptly clean any spillage or discharge of material to City or public roads. In the event Contractor fails to clean spillage and/or discharge, all costs associated to clean spillage/discharge, including administrative costs, shall be reimbursed by Contractor to the City.

XX. Violations. Contractor shall promptly notify City of any notice of violation, action, suit, claim, or legal proceeding against Contractor relating to any aspect of its biosolids services under this contract. This includes, but is not limited to, all traffic citations, weight station citations, and notices of violation issued by any county or local agency. Contractor shall bear all costs for violations incurred during or as a result of hauling services for the duration of this contract.

YY. Subcontractors. Contractor may select subcontractors to perform services if they meet the labor requirements of this contract. The selected subcontractors must be approved by the City and receive appropriate training prior to receiving, transporting, or unloading the City's biosolids or grit. Contractor shall ensure that their subcontractors

are trained, competent, and skilled in the performance of the work to which they are assigned. Two (2) weeks prior to any proposed changes in subcontractors, Contractor shall submit written notification to the City of any changes in subcontractors. Subcontractors are expected to abide by all the applicable requirements put forth in this Appendix. It is Contractor’s responsibility to ensure subcontractors abide by these requirements.

ZZ. Inspections. City reserves the right to inspect any truck or trailer used for hauling at any time during the contract term or any extension thereof, either on City property, or at the haul destination sites. These inspections may include, but are not limited to inspection of tarping, cleanliness of tractor, trailer, tires, and the presence of the appropriate Spill Packet, personal protective equipment, and emergency spill equipment. At the City’s sole discretion, Contractor must remove any unsatisfactory equipment and replace it with acceptable equipment within twenty-four (24) hours of notification of the unsatisfactory condition. Upon the City’s request and sole discretion, Contractor shall provide any documents relevant to the safe and responsible hauling of biosolids and grit. These documents may include, but are not limited to, Fastrak records, weigh tickets, billing records, driver logs, and truck routes.

AAA. City’s Authorized Personnel. Table 1 below describes the roles and responsibilities of Authorized City Personnel pertaining to this contract, as consistent with the PUC’s Biosolids Management System.

Table 1 – City’s Authorized Personnel

	Authority, Responsibilities and Duties
Watch Supervisor	<ol style="list-style-type: none"> 1. Determines level of service needed at each plant, each day. 2. Contacts dispatcher to order loads each day. 3. Issues load tickets, waste manifests and grit manifests to Contractor’s drivers. 4. Authorizes Contractor’s biosolids and grit loads that weigh less than 21.1 tons on ticket and provides written explanation. 5. Verifies and authorizes standby time for typical biosolids loadouts that exceeds thirty (30) minutes with a signed memo that must be attached to invoices for exceeded standby time. 6. If necessary, will log response time between call for biosolids and grit trucks and truck arrival to ensure compliance with the contract.
Plant Superintendent or designee	<ol style="list-style-type: none"> 1. May request Contractor to provide a driver and tractor during digester cleaning. 2. May supervise the drivers’ activities, including attaching and detaching the onsite trailer(s) for digester cleaning. 3. Verifies and authorizes the number of labor hours spent in support of digester cleaning through a signed memo to be attached to invoices for digester cleaning activities. 4. Directs the Contractor to pick up biosolids during unanticipated or extraordinary circumstances. 5. Verifies and authorizes unanticipated or extraordinary biosolids pick-ups through a signed memo or email that must be attached to the invoice for the extraordinary pick-up service. 6. Authorizes late delivery of loads delivered on days other than the days the load was picked up through a signed memo or email that must be attached to invoices for late deliveries.

Biosolids Coordinator or designee	<ol style="list-style-type: none">1. Approves Contractor’s haul routes to any destination.2. Approves bridge tolls incurred on routes which deviate from standard travel routes. Changes in bridge toll payments will only be made with prior approval of Biosolids Coordinator.3. Designates Contractor’s hauling destinations.4. Approves the Contractor’s Contingency Plan.5. Reviews Incident Report Forms to ensure they contain all relevant information fields that the City will need in filing a report to the Regional Water Quality Control Board.6. Coordinates bi-monthly meetings with the Contractor’s designee to ensure regular and timely communication.7. Determines the distribution and site destinations for end use of all biosolids and grit generated by City facilities.8. Provides the Contractor with written notice of the composition of the biosolids, including information requested by the Contractor needed to facilitate compliance with applicable legal and regulatory requirements.9. Notifies the Contractor of operational changes that may affect the quantities of biosolids or grit. (e.g., plant shutdowns, planned maintenance, etc.)10. Provides status information to the Contractor when requested, so that the Contractor can schedule biosolids and grit hauling.11. Reviews invoices, verifies standby pay, verifies underloaded trucks were authorized by watch supervisor, and verifies monthly average tonnage hauled.
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II. Additional Requirements

In addition to any requirements listed in Special Condition 66, Bidder’s/Contractor’s Qualifications, the Contractor must meet the additional requirements listed below. Failure to demonstrate compliance with these requirements may deem Bidder as non-responsive.

Table 2 – Contractor Minimum Requirements

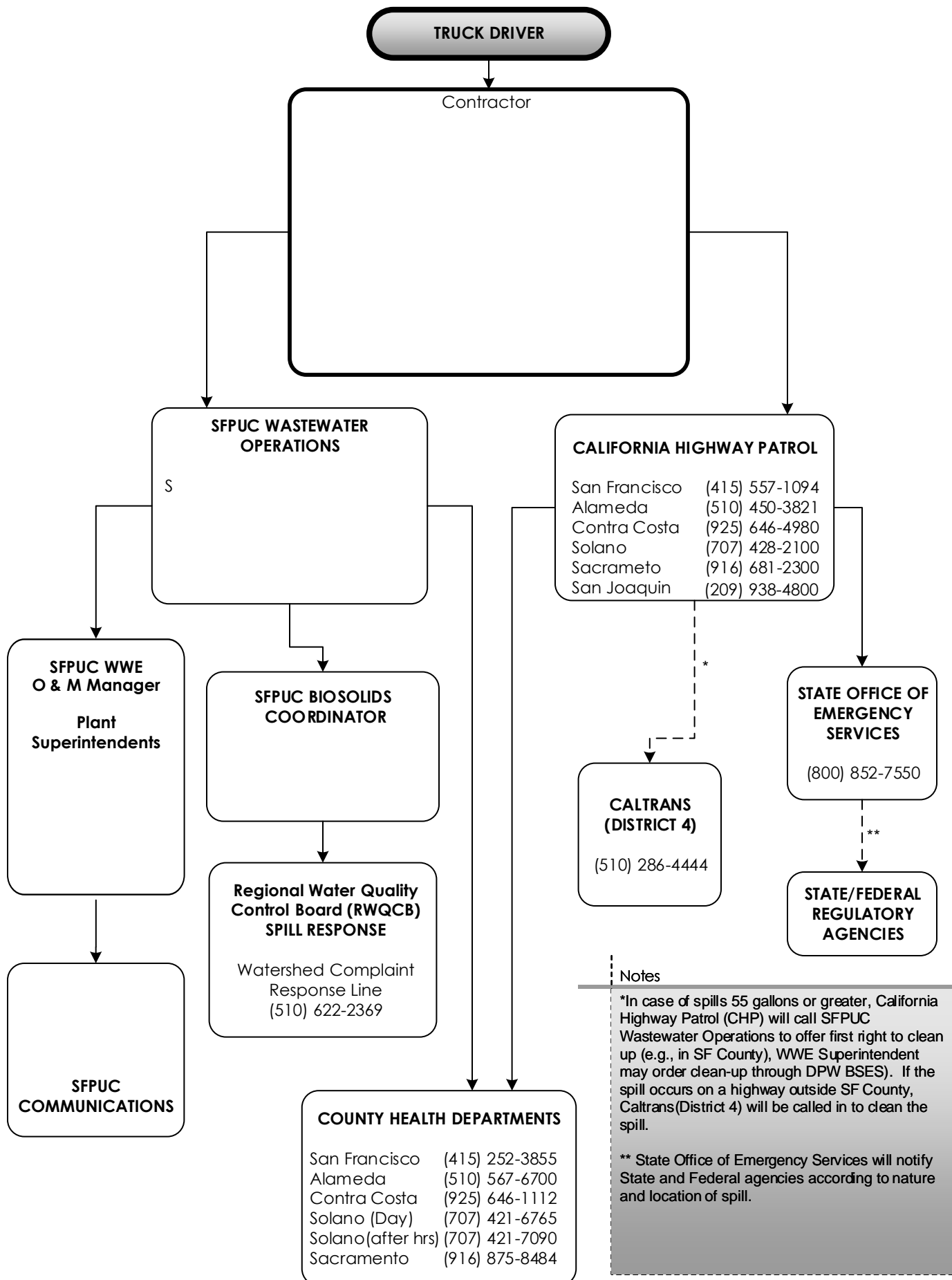
Contractor Requirement	Must be satisfied by providing
Prior biosolids hauling experience handling a minimum of 10,000 wet tons/year.	One (1) year of successful hauling within the last four (4) years. Shall submit proof of this experience upon request.
Experience in hauling material from a facility where hauling can be required 24 hours/day, 365 days/year.	Must provide a minimum of three (3) references. Refer to Page 48, Required Information of All Bidders.
All permits required to perform the hauling services for this Contract	Shall possess required permits, including driver’s license information. Shall submit copies of permits and driver’s licenses upon request.
Proof of 20% performance bond	Must submit bond requirements prior to award.
All drivers qualified to perform specified work	Shall provide, at minimum, current records of the driver’s license numbers and proof of licensure as Deputy Weighmaster under the Contractor’s Weighmaster License upon request.
Sufficient equipment to perform specified work: For hauling biosolids and grit from OSP and SEP and 30 yard roll-off bin service TIP <ul style="list-style-type: none"> • all trailers have a minimum exposed interior length of 33 feet; • truck/trailer height may not exceed 11 feet, 6 inches; • trailers capable of hauling 40 cubic yards of volume; • sufficient number of tractors and trailers to accommodate peak loads at the plants; and • biosolids trailers must be end dump, water-tight, and equipped with a cover to reduce odors and contain biosolids • at least one 30 yard roll-off bin 	Shall submit a list of identification numbers, tare weights, maximum legal load limit, biosolids and grit volume capacities for all hauling containers, trucks, and trailers that will be utilized to provide the services under this contract upon request.

<ul style="list-style-type: none"> at least one truck capable of servicing a 30 yard roll-off bin 	
Contractor Requirement	Must be satisfied by providing
<p>For hauling primary sludge from TIP</p> <ul style="list-style-type: none"> truck/trailer height may not exceed 11 feet, 6 inches; at least one tanker trailer capable of transporting 5,500 gallons of raw sludge 	<p>Proof of tanker truck ownership. Shall submit documentation upon request.</p>

SFPUC Biosolids

Spill Response Plan

2018



If there is a biosolids or grit spill outside the treatment plant

- 1) Activate the phone tree by calling your dispatch.
Notify them of the size, location and nature of spill.**
- 2) Follow the procedures on page 5**

If there is a biosolids spill inside the treatment plant

- 1) Follow the procedures on page 7**

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Background

This SFPUC Biosolids Handbook and Spill Response Plan is a quick-reference guide for transporting SFPUC biosolids from San Francisco wastewater treatment plants to delivery sites throughout California.

Who will use this handbook?

This handbook is intended primarily for the drivers who operate the biosolids and grit trucks. The handbook also contains information for the contractor who employs the drivers, and for county and delivery site staff.

A copy of this handbook must be carried in each truck at all times. Drivers must be familiar with contents of this handbook and its location inside the cab of the truck. It is intended to help drivers in case of an emergency and may be valuable to others responding to an incident where biosolids have spilled onto a public road.

Handbook contents

This handbook contains the following information:

- Section 1 describes general safety and emergency procedures for spills on public right of ways as well as within SFPUC treatment plants and includes the spill report form and spill notification chart with telephone numbers for the hauler, SF personnel and regulators
- Section 2 provides an overview of the SFPUC biosolids program and the characteristics of biosolids
- Section 3 provides answers to frequently asked questions that may be provided to CHP or other first responders to the spill.

Future revisions

This handbook will be updated regularly to reflect changes in the program policies, procedures, or equipment. Contact rbatjaka@sewater.org if you have changes that need to be made to this handbook.

Section 1: Spill Response

Spill Response Procedure – Outside of the Treatment Plant

1. **If the spill is large** (e.g., much greater than 55 gallons), **contact your dispatcher immediately (XXX)**. Tell the dispatcher to call SFPUC Wastewater Operations (SEP - XXX, OSP - XXX) as indicated on the enclosed Biosolids Spill Notification Chart.
2. **Do not leave the scene of any spill, even a small one, until it is cleaned up. If safe to do so, you may clean up small spills first, before reporting them (e.g., 55 gallons or less). If equipment is needed to clean up the spill, call for someone to retrieve the equipment, or leave someone with the spill, but never leave the spill unattended.**
3. Park the vehicle immediately in a safe location and divert traffic around the spill with cones or flares.
4. Remain with truck at all times unless it is necessary to leave temporarily to contact emergency services.
5. Stop spill from entering waterways and storm drains with sand, dirt or other blocking material.
6. If spill is small enough to clean without assistance (e.g., 55 gallons or less), clean up the spill using shovels and load the biosolids back on the truck. Apply absorbent material on affected areas and sweep. Contact dispatcher.
7. If the spill is large and occurs on a State or Federal highway, tell the dispatcher to call California Highway Patrol (CHP) in addition to SFPUC Wastewater Operations.
 - a. Depending on the size and location of the spill, CHP will contact the appropriate County Health Department, CalTrans District 4, and/or the State Office of Emergency Services.
8. If the spill is large and enters or threatens to enter a surface water body (such as a lake, river, bay) or storm drain, tell the dispatcher to inform SFPUC Wastewater Operations of this fact.
9. Give the location and approximate amount of biosolids spilled. Inform the authorities that you are hauling biosolids, which is non-hazardous and non-toxic.
10. Assist with traffic control and cleanup as instructed. Distribute copies of the brochure *Biosolids Spill Response Quick Facts* to emergency personnel.
11. All personnel responding to the biosolids spill should take appropriate safety measures and wear personal protective equipment.
12. If a member of the press has questions, refrain from speaking to the press and instead provide them with contact information for SFPUC communications (XXX). When speaking with highway patrol or regulators, refer them to the information about biosolids in this spill response plan. The driver can read from the sheet, or hand the sheet to the interested party.

Clean-Up Procedures – Outside of the Treatment Plant

1. Personnel cleaning spilled biosolids should wear gloves for shoveling, sweeping, or handling biosolids; not eat, drink, or smoke while working directly with biosolids; wash hands (and all other exposed parts of the body, as necessary) using hand cleaner or soap & water following spill clean-up and prior to eating, drinking or smoking.
2. Load spilled biosolids back into the vehicle if it's operable. If the vehicle is disabled, the spill must be loaded into a suitable alternative vehicle.
3. Spilled biosolids must be prevented from migrating off the incident site, into storm drains, or into surface waters. This is especially important if the spill occurs under rainy conditions. Biosolids spills may be diked with sand, sand bags, straw bales, dirt, kitty litter or similar blocking material.
4. A small spill may be loaded into the vehicle with shovels. A large spill must be loaded into the vehicle with an appropriate rubber-tired loader or vacuum truck. The scene coordinator, based on equipment availability and spill size, must choose the most efficient loading option. Consult with local responding agency on equipment usage.
5. After the spill has been loaded, the incident site must be cleaned. Spills may be cleaned by adding absorbents such as sand, dirt, or sawdust, and sweeping the site clear of remaining debris. Make sure that the swept site does not pose a threat due to the presence of a slippery residue. Do not wash spill residue away as it can impact storm drains or surface waters. Do not wash off tools or trucks at the spill location.
6. Cleaned up spills should either be taken to the original destination, back to the treatment plant, or to an end use site or landfill permitted to receive biosolids; contact SFPUC Wastewater Operations (SEP - XXX, OSP -XXX) for end use site authorization.

Despite precautions, spills may occur for various reasons. Minor spills can result from leaking tailgates, fast stops, or sudden shifts of the truck. Major spills can result from truck tipping, collisions, mechanical malfunctions, or driver error. If a spill occurs, there is no need for special equipment or emergency protocols beyond those outlined in this procedure. Always notify your dispatcher of any and all spills. The dispatcher is responsible for notifying the SFPUC immediately as well as the CHP if deemed necessary.

Biosolids spilled onto pavement pose a potential road hazard because they can create wet and slick surfaces for motor vehicles. If biosolids are exposed to wet weather or remain on the surface for an extended time, they could be a potential source of excessive nutrients entering nearby storm drains or waterways. Biosolids should be removed so that residues are not washed into any storm drain or waterway and do not remain on roadways. All biosolids spills must be returned to the original trailer from which they spilled, or be loaded into another suitable transport vehicle. No biosolids should be left on site.

Spill Response Procedure – Within SFPUC Facilities

The SFPUC treatment plant Superintendent or Chief on Duty is in charge of leading the response to a biosolids spill occurring within WWE facilities.

1. Spills of biosolids are considered major spills, and response and cleanup will be directed by WWE personnel. When a spill occurs, the driver must stop the vehicle immediately and park in a safe location to prevent the spread of spilled material.
2. The driver will divert traffic around the spill using traffic cones, reflectors, and/or flares and call the Operations Chief or Senior at Central Control (XXX for Southeast WPCP and XXX for Oceanside WPCP) and report the location of the spill and the approximate amount of the spill.
3. The Operations Chief or Senior will notify Southside Operations personnel, who will evaluate any hazards, and gather sufficient information, including the estimated quantity of material spilled. Other employees will be alerted by using the plant paging system and radio communication.
4. The Southside Operations personnel will direct the response and clean-up needs and will gather additional information about the spill from the driver. Operations personnel responding to the spill will fill out the first page of the Biosolids Spill Report Form (Form EMS 11.3).
5. At the discretion of the Operator on duty, the spill response procedure below will be followed:
 - a. Take any necessary steps to contain any spills on WWE property. If possible, prevent discharge into sewers by diverting the flow of spilled material or by surrounding the drain with sand, absorbent, or other appropriate material.
 - b. All internal drains at OSP and SEP are part of the combined sewer system, so once we have isolated and controlled the spill, and cleaned up the majority of solid material, it is acceptable to wash residual material into the catch basins within the plants
 - c. The responding personnel should stop the source of the spill, if needed.
 - d. Small spills can be collected using spill cleanup equipment in the truck (shovel & broom).
 - e. Large spills can be picked up with a loader or vacuum truck.
 - f. All personnel responding to a biosolids spill should take appropriate safety measures and wear personal protective equipment.
 - g. Any absorbents, such as sand, dirt or sawdust, which may have been added to the spill area should be swept clean once the incident is over. Tools or trucks should not be cleaned at the spill location, but should be cleaned at the biosolids loading station.
 - h. Load spilled biosolids back into the vehicle if it is operable and safe to transport biosolids. If the vehicle is disabled or unsafe to transport biosolids, the spill must be loaded into an alternate vehicle provided by the hauler.

- i. The recovered biosolids should be taken to the original destination. If the quality of the material has been compromised so that it no longer meets the requirements of the final end use, then the material should be transported to one of the City's contracted landfills or possibly Lystek. The WWE Biosolids Manager shall make the determination of final destination.
- j. WWE personnel should charge all time spent managing spill materials to "biosolids emergency operations." The hauler is responsible for all the resources expended during cleanup of spills.

Section 2: Overview of the SFPUC Biosolids Program

The SFPUC biosolids program is responsible for the safe and reliable production, transport and beneficial use of biosolids generated in San Francisco.

Biosolids are treated by anaerobic digestion and dewatering by centrifuge (at Southeast Water Pollution Control Plant, SEP) or screw press (at Oceanside Water Pollution Control Plant, OSP). The City's digesters are operated for specific retention times at elevated temperatures, which greatly reduce the number of disease-causing microorganisms (pathogens). These treatment processes produce EPA Class B biosolids suitable for agricultural land application in accordance with EPA regulations. Biosolids are a non-hazardous material that complies with all State, Federal, and local regulations and laws.

As a carbon based soil amendment, SFPUC biosolids also contain nitrogen, phosphorus and potassium as well as the full suite of micronutrients that plants require to grow. It is beneficially reused as a soil amendment on agricultural land (land application). Routine analyses demonstrate that the metals concentrations from both San Francisco's treatment plants consistently meet and exceed EPA requirements. Some biosolids are classified as "Exceptional Quality" (EQ), meaning that they have even lower levels of the regulated metals. The biosolids from both San Francisco plants meet the EQ criteria.

Biosolids Specifications

General Information			
Description and uses	Biosolids are the nutrient-rich soil amendment that is produced from the wastewater treatment process. After being treated to meet rigorous safety standards set by the Environmental Protection Agency (EPA) and the State of California, biosolids can be applied on agricultural fields to improve soil health and plant growth.		
Processing facilities	Southeast Water Pollution Control Plant 750 Phelps Street San Francisco, CA 94124	Oceanside Water Pollution Control Plant 3500 Great Highway San Francisco, CA 94132	
Product Characteristics			
Appearance:	Black, semi-solid		
Total Solids Content:	Approximately 25%		
pH:	7.5 – 8.5		
Nitrogen:	4 – 6 %		
Phosphorus:	1.0 –2.5%		
Metals Content:	See table below		
Pathogen Reduction:	meets EPA Class B standards		
Soluble and Total Threshold Limit Concentrations (TTLC):	Non-hazardous per California Title 22 Soluble Threshold Limit Concentrations (STLC)		
2017 Metal Concentrations of SFPUC biosolids in 2017 and EPA Exceptional Quality metals limits			
	OSP 2017 Average (mg/kg)	SEP 2017 Average (mg/kg)	EPA Exceptional Quality limit (mg/kg)
Arsenic (As)	3	4	41
Cadmium (Cd)	2	2	39
Copper (Cu)	537	652	1,500
Lead (Pb)	81	116	300
Mercury (Hg)	2	1	17
Molybdenum (Mo)	6	9	75*
Nickel (Ni)	27	37	420
Selenium (Se)	3	3	100
Zinc (Zn)	1310	1314	2,800
*Molybdenum does not have an EQ limit under the 503 regulations. The EPA ceiling limit is used for Molybdenum instead.			
Product Characteristics			
Pathogen / vector attraction reduction	SFPUC Biosolids meet all EPA requirements for pathogen and vector attraction reduction.		

Hazard Data	
Fire	Dewatered biosolids are not combustible due to the water content of 75-80%.
Explosion	Dewatered biosolids have little or no potential for explosion unless in an airtight container where buildup of methane gas could cause the container to expand and burst.
Odors	Biosolids may have an odor, primarily from nitrogen and sulfur compounds, which is not harmful in well-ventilated areas. In a confined area, such as a delivery truck, ammonia odors may be strong—ventilate before entering.
Gases	Biosolids are stable and do not create significant quantities of gas. Methane and hydrogen sulfide will form. Ammonia may form, but not in hazardous or toxic concentrations. Vent confined areas and transport containers if biosolids have been stored for any significant length of time.
Handling Precautions	
In case of spill	Use shovels or loader to refill truck or landfill. Residue may create slick driving conditions, so follow up with sand.
Exposure – skin	Wash area thoroughly with soap and water. Use antiseptic on wounds, and bandage with a clean, dry dressing
Exposure – eyes	Flush eyes thoroughly, but gently with water

Wastewater Enterprise Biosolids Spill Report Form (Form BMS 11.3)

INCIDENT REPORT:

Location (including County):	Day :	Date :	Time :
Name of Contact:	Name of Driver:		
Tractor Number:	Trailer Number:		
Amount Spilled (estimated):	Receiving Water Body Affected:		
Spill on roadway? (Y/N)	Raining? (Y/N)		
Cause of Spill:			
Observed impact to receiving water, if any (e.g., discoloration, oil sheen, etc.):			
Corrective Action Taken:			

SFPUC WASTEWATER OPERATIONS PERSONNEL NOTIFICATION (Check As Appropriate)

<input type="checkbox"/> Operations Superintendent	<input type="checkbox"/> Time:	<input type="checkbox"/> Operations Manager	<input type="checkbox"/> Division Manager
<input type="checkbox"/> Biosolids Coordinator	<input type="checkbox"/> Time:		

AGENCY NOTIFICATIONS:

RWQCB	General Spill Response Number	510-622-2369	Date/Time:
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Comments:

County Health Department	San Francisco: 415-252-3855	Alameda: 510-567-6700	Solano: 707-421-6765 (day)	Date/Time:
	Contra Costa: 925-646-1112	Sacramento: 916-875-8484	707-421-7090 (after hrs)	

Comments:

AGENCY CONTACTS

SFPUC BIOSOLIDS PROGRAM	Ravi Krishnaiah	415-242-2233 (office)	628-231-0021 (cell)
STATE OFFICE OF EMERGENCY SERVICES		1-800-852-7550	
CALIFORNIA HIGHWAY PATROL	San Francisco: 415-557-1094	Alameda: 510-450-3821	Sacramento: 916-681-2300
	Contra Costa: 925-646-4980	Solano: 707-428-2100	
SFPUC COMMUNICATIONS	Jean Walsh: 415-554-3203	General Line: 415-554-3289	
CALTRANS DIST. 4	510-286-4444	Other:	
Completed By:	Name	Telephone:	Date:
			Time:

Copies To: (Check As Appropriate)

- | | | | |
|---------------------------------------|-------------------------------------|------------------------------------|--|
| <input type="checkbox"/> B. Henderson | <input type="checkbox"/> File | <input type="checkbox"/> D. Miller | <input type="checkbox"/> R. Krishnaiah |
| <input type="checkbox"/> M. Harris | <input type="checkbox"/> J. Johnson | <input type="checkbox"/> J. Roddy | <input type="checkbox"/> L. Harrison |
| <input type="checkbox"/> A. Clark | <input type="checkbox"/> J. Yee | <input type="checkbox"/> L. Pagano | <input type="checkbox"/> K. Ving |

Section 3: Frequently Asked Questions

What are Biosolids?

Biosolids are the nutrient-rich soil amendment that is produced from the wastewater treatment process. After being treated to meet rigorous safety standards set by the Environmental Protection Agency (EPA) and the State of California, biosolids can be applied on agricultural fields to improve soil health and plant growth.

What is the difference between biosolids and sludge?

Sewage sludge is the untreated solid material in wastewater. These solids are converted to biosolids through an intensive treatment process. Biosolids are carefully monitored and used in accordance with regulatory requirements.

How are biosolids generated and processed?

Biosolids are created through the treatment of domestic wastewater in wastewater treatment plants. Biosolids management for the City and County of San Francisco starts by regulating what is introduced into the system through an effective pretreatment program. As wastewater goes through the Southeast or Oceanside Water Pollution Control Plants, it undergoes physical, chemical and biological changes, which clean the wastewater and separate the solids. The solids are further processed to reduce pathogens and vector attraction to produce biosolids.

How can biosolids be beneficially used?

Biosolids are used on agricultural lands, forests, and rangelands to improve plant growth and soil health. Land application of biosolids takes place in all 50 states.

How are biosolids used for agriculture?

Biosolids are carbon based, which means the nutrients contained in the material are mostly from organic matter – material made up of once living plants and organisms. These nutrients include nitrogen, phosphorus and potassium as well as the full suite of micronutrients that are necessary for plant growth. When farmers use biosolids they return plant nutrients and carbon to the soil. Replenishing soil with nutrients in biosolids presents an opportunity for us to step away from applying synthetic or mined fertilizers. Unlike biosolids, synthetic or mined fertilizers do not directly add carbon to the soil. When we add biosolids to soil, we are adding organic matter, which improves our soil in numerous ways: soil water holding capacity is increased, the amount of nutrients a soil can hold onto increases, beneficial organisms in soil increase, soil structure improves, and erosion decreases.

Are biosolids safe?

After reviewing current practices, public health concerns and regulatory standards, the National Academy of Sciences concluded that the use of biosolids in the production of crops for human consumption, when practiced in accordance with existing federal guidelines and regulations, presents

negligible risk to crop production, the environment, or to animals fed crops grown on land after biosolids application.

How are biosolids treated to kill pathogens?

The biosolids from both of the City and County of San Francisco's wastewater treatment plants undergo a minimum of 15 days detention time in mesophilic anaerobic digesters at 95°F. The anaerobic environment is an adverse environment for aerobic pathogens, resulting in consistent reduction of at least 99% of indicator organisms. This process ensures that San Francisco biosolids meet rigorous safety standards set by the Environmental Protection Agency (EPA) and the State of California.

Do biosolids smell?

Biosolids may have their own distinctive odor depending on the type of treatment. Some biosolids may have only a slight musty odor. Others have a stronger odor that may be unpleasant to some people. Much of the odor is caused by compounds containing sulfur and ammonia, both of which are plant nutrients.

Are there regulations for the land application of biosolids?

Biosolids used for land application must meet strict regulations and quality standards (e.g. 40 CFR 503(c) and analogous California regulations). There are numerical limits for metals in biosolids, pathogen reduction standards, site restrictions and crop harvesting restrictions. Additionally, extensive monitoring, documenting and reporting requirements exist for biosolids that are land applied, surface disposed, or incinerated.

Where can I find out more about the regulations?

The biosolids rule is described in the EPA publication, A Plain English Guide to the EPA Part 503 Biosolids Rule. In addition to this guide, EPA has prepared a Guide to the Biosolids Risk Assessments for the EPA Part 503 Rule which shows the many steps followed to develop the scientifically based set of rules designed to ensure safety.

Can anyone apply biosolids to land?

Anyone who wants to use biosolids for land application must comply with all relevant federal and local regulations. In some cases a permit may be required.

Are biosolids good for the environment?

Biosolids recycling is good for the environment. Organic matter has been recycled for millennia to improve soil fertility and productivity. When properly applied and managed, biosolids can provide essential plant nutrients, improve soil structure, add organic matter, enhance moisture retention, and reduce soil erosion. Research and years of recycling experience have demonstrated that properly managed land application of biosolids is environmentally safe.

How can I get more information on biosolids, land application and the SFPUC Biosolids Management System?

You can find more information by visiting SFPUC's biosolids website at <http://www.sfwater.org/biosolids>.

What is the SFPUC?

San Francisco Public Utilities Commission (SFPUC) is a department of the City and County of San Francisco that provides retail drinking water & wastewater services to the City of San Francisco, wholesale water to three Bay Area counties, green hydroelectric & solar power to Hetch Hetchy electricity customers, and power to the residents & businesses of San Francisco.

For more information about Biosolids or other SFPUC projects and programs, contact SFPUC Communications at 415-554-3289 or visit www.sfwater.org.



SFPUC Biosolids being applied to farm land



Triticale grown on farmland amended with SFPUC Biosolids

Biosolids Spill Response Quick Facts

What are Biosolids?

- A nutrient-rich soil amendment used to improve plant growth and soil health.
- Biosolids are the treated solids from the wastewater treatment process.
- Biosolids are highly treated and closely monitored to meet government standards.
- SFPUC produces biosolids that meet all regulatory and health requirements for use on agricultural lands.
- Similar in odor to other fertilizing materials.

Safe Handling Precautions

- Wear gloves, boots and eye protection for shoveling, sweeping, or handling biosolids
- Do not eat, drink, or smoke while working directly with biosolids
- Wash hands using hand cleaner or soap & water following spill clean-up and prior to eating, drinking or smoking.
- Refer to other documents in the driver's spill packet for more information about biosolids



Triticale grown on farmland amended with SFPUC Biosolids

SAN FRANCISCO ADMINISTRATIVE CODE
CHAPTER 21C: MISCELLANEOUS PREVAILING WAGE REQUIREMENTS

SEC. 21C.5. PREVAILING RATE OF WAGES AND WORKER RETENTION REQUIRED FOR WORKERS ENGAGED IN HAULING OF SOLID WASTE GENERATED BY THE CITY IN THE COURSE OF CITY OPERATIONS.

(a) Prevailing Wage Requirement. Every Contract awarded by the City for the hauling of solid waste generated by the City in the course of City operations must require that any Individual engaged in the hauling of solid waste be paid not less than the Prevailing Rate of Wages, including fringe benefits or the matching equivalents thereof, paid in private employment for similar work in the area in which the Contract is being performed.

(b) Definitions. For purposes of this Section, the following definitions shall apply to the terms used herein.

- (1) "Contract" shall mean an agreement with the City for the hauling of solid waste, generated by the City in the course of City operations, to be performed at the expense of the City or to be paid out of moneys deposited in the treasury or out of trust moneys under the control or collected by the City. For purposes of this Section, "Contract" shall not include (a) a permit issued under the Refuse Collection and Disposal Ordinance, Appendix 1 of the San Francisco Administrative Code, or (b) a contract governed by the provisions of Chapter 6 of the San Francisco Administrative Code. Should the Administrative Code be amended to change the permit process contained in Appendix 1 to a franchise process, or any other process for authorizing refuse collection and disposal within the City, it shall be City policy to require refuse companies to pay the prevailing wage to any individual engaged in the hauling of refuse, recyclables, compostables and solid waste within the City.
- (2) "Hauling" of solid waste shall mean collection and transport of solid waste generated by the City in the course of City operations. For purposes of this Section, "hauling" shall not include "solid waste disposal" or "disposal" as defined in Section 40192 of the California Public Resources Code.
- (3) "Prevailing Rate of Wages" shall mean that rate of compensation as determined in Section 21C.7.
- (4) "Solid Waste" shall mean "solid waste" as defined in Section 40191 of the California Public Resources Code and includes material collected for "recycling" as defined in Section 40180 of the California Public Resources Code.

(c) Preemption. Nothing in this Section shall be interpreted or applied so as to create any power or duty in conflict with any federal or state law.

(d) Prospective Application. This Section is intended to have prospective effect only, and shall not be interpreted to impair the obligations of any pre-existing Contract entered into by the City. This Section shall only apply to Contracts entered into on or after the effective date of this Section.

(e) Severability. If any part or provision of this Section, or the application thereof to any Person or circumstance, is held invalid, the remainder of this Section, including the application of such part or provisions to other Persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, the provisions of this Section are severable.

SAN FRANCISCO ADMINISTRATIVE CODE
CHAPTER 21C: MISCELLANEOUS PREVAILING WAGE REQUIREMENTS

SEC. 21C.7. STANDARD PROVISIONS GOVERNING THE PREVAILING RATE OF WAGES, WORKER RETENTION, AND USE OF EMPLOYEES FOR WORK UNDER CITY CONTRACTS FOR CERTAIN SERVICES.

(a) Prevailing Wage Requirement. Every Covered Contract issued by the City and County of San Francisco must require that any Individual performing services thereunder be paid not less than the Prevailing Rate of Wages.

(b) Definitions. For purposes of this Chapter 21C, the following definitions shall apply to the terms used herein.

"City" shall mean the City and County of San Francisco.

"Contracting Officer" shall mean any officer or employee of the City authorized to enter into a Covered Contract on behalf of the City.

"Contractor" shall mean any Person who submits a bid or proposal and/or enters into a Covered Contract.

"Covered Contract" shall mean an agreement between the City and a Contractor for the following services: "Motor Bus Services" as defined in Section 21C.1, subject to the provisions of Section 21C.1; "Janitorial Services" as defined in Section 21C.2; "Public Off-Street Parking Lots, Garages, or Storage Facilities for Automobiles" as defined in Section 21C.3; "Theatrical Services" as defined in Section 21C.4; "Solid Waste Generated By The City In Course of City Operations" as defined in Section 21C.5; "Moving Services" as defined in Section 21C.6; "Trade Show and Special Event Work" as defined in Section 21C.8; "Broadcast Services" as defined in Section 21C.9 and "Loading, Unloading, and Driving of Commercial Vehicles" under Section 21C.10 and "Security Guard Services" as defined in Section 21C.11.

"Individual" shall mean any person who performs work under a Covered Contract.

"Permit" shall mean a permit to use City property, and shall include a permit to use a public right of way, including a street or sidewalk encroachment permit or closure permit, including but not limited to an ISCOTT (Interdepartmental Staff Committee on Traffic and Transportation) permit.

"Person" shall mean any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ or hire individuals or enter into contracts.

"Prevailing Rate of Wages" shall mean that rate of compensation, including fringe benefits or the matching equivalents thereof, being paid to a majority of workers engaged in the services for which a Covered Contract is entered into by the City and County of San Francisco, if a majority of such workers are paid at a single rate; if there is no single rate being paid to a majority, then the prevailing rate shall be that single rate being paid to the greatest number of workers.

"Subcontract" shall mean any agreement under or subordinate to a prime Contract.

"Subcontractor" shall mean any Person who enters into a Subcontract with a Contractor.

(c) Prevailing Wage Rate Requirements.

(1) Determination of Prevailing Rate of Wages. It shall be the duty of the Board of Supervisors, from time to time and at least once during each calendar year, to fix and determine the Prevailing Rate of Wages paid in private employment in the City for Individuals engaged in services under Covered Contracts including such rate of wages paid for overtime and holiday work, which said Prevailing Rate of Wages shall be fixed and determined as follows:

The Civil Service Commission shall furnish to the Board of Supervisors on or before the first Monday in November of each year, data as to the Prevailing Rate of Wages for Individuals engaged in services under Covered Contracts including such rate of wages paid for overtime and holiday work, and the Board of Supervisors shall, upon receipt of such data, fix and determine the Prevailing Rate of overtime and holiday work, as paid for similar work in the City in private employment. Such Prevailing Rate of Wages as so fixed and determined by the Board of Supervisors shall remain in force and shall be deemed to be the Prevailing Rate of Wages paid in private employment for similar work, until the same is changed by the Board of Supervisors.

In determining the Prevailing Rate of Wages, as provided for in this Section, the Board of Supervisors shall not be limited to the consideration of data furnished by the Civil Service Commission, but may consider such other evidence upon the subject as the Board of Supervisors shall deem proper and thereupon base its determination upon any or all of the data or evidence considered.

For purposes of this Section, the Civil Service Commission shall provide data on and the Board shall certify two components for each craft, classification, and type of work, which together shall be deemed the "Prevailing Rate of Wages": (1) the basic hourly wage rate and (2) the hourly rate of each fringe benefit, which together equal the hourly prevailing rate of wages. The Civil Service Commission shall provide this data to the Board of Supervisors within days of the effective date of this Section.

(2) Contracting Officers. Each bid or proposal for a Contract shall include, on a form provided by the Contracting Officer, the (a) basic hourly rate of wages to be paid by the

Contractor and Subcontractor, if any, for each craft, classification, or type of work to be performed by Employees under the Contract, and (b) for each required fringe benefit, the hourly cost of each fringe benefit, or cash equivalent, the Contractor and Subcontractor, if any, intend to provide. In meeting the Prevailing Rate of Wages, no amount of fringe benefit credit shall be used to reduce the obligation to pay the basic hourly straight time or overtime wage rate. The Contracting Officer shall reject any bid or proposal that does not include payment of the Prevailing Rate of Wages as defined in this Section. This provision shall become operative after the Board of Supervisors adopts a "Prevailing Rate of Wages" under Subsection (c)(1) that includes a wage rate and the hourly rate of each fringe benefit.

(3) Contractual Provision Concerning Prevailing Wage Rate Requirement. All Contracts subject to this Section shall include a provision in which the Contractor agrees to comply with, and to require Subcontractors to comply with, the prevailing wage rate requirement imposed by this Section.

(4) Enforcement of Prevailing Wage Rate Requirements. Where the Contracting Officer or the Labor Standards Enforcement Officer determines that a Contractor or a Subcontractor may have violated the prevailing wage rate requirements of this Section, the Contracting Officer or Labor Standards Enforcement Officer shall send written notice to the Contractor of the possible violation (a "violation notice"). 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 thereon unless within thirty (30) days of receipt of the violation notice the Contractor has either (i) cured the violation or (ii) established by documentary evidence, including but not limited to payroll records, the truth and accuracy of which is attested to by affidavit, proof of compliance with the provisions of this Section. For purposes of this Section, where a Contractor or Subcontractor fails to pay at least the Prevailing Rate of Wages to Individuals as required by this Section, the Contractor shall have "cured the violation" once the Contractor or Subcontractor reimburses such Individuals by paying each individual the balance of what he or she should have earned in accordance with the requirements of this Section, plus an annualized rate of interest of ten percent (10%). In addition to, or instead of terminating the Contract, if the Contracting Officer or the Labor Standards Enforcement Officer finds that the Contractor has willfully violated the requirements of this Section, the Contracting Officer or the Labor Standards Enforcement Officer, shall assess a penalty (a "willful violation penalty") of not more than ten (10%) percent of the dollar amount of the Contract, such sums to be deposited in the fund out of which the Contract is awarded or, if none exists, the General Fund. The Contracting Officer or Labor Standards Enforcement Officer may impose such willful violation penalty regardless of whether the Contractor has cured the violation.

(d) Transition Employment Requirements. The City has an important proprietary interest in maintaining the stability of the workforce engaged by a Contractor or Subcontractor under a Covered Contract. Turnover of experienced workers resulting from a change in the City's Contractor jeopardizes the quality, efficiency, and cost-effectiveness of service provided to the City under the successor Contract. All Covered Contracts shall impose the following obligations on the Contractor and Subcontractor.

(1) Where the Contracting Officer has given notice that a Covered Contract will be bid, or where a Contractor has given notice of termination, upon giving or receiving such notice, as the case may be, the Contractor ("ending Contractor") shall, within ten days thereafter, provide to the Contracting Officer and the Purchaser, for each Employee who worked at least 15 hours per week for the ending Contractor, the name, date of hire, number of hours and months worked in total for the employer, wage rate, and employment occupation classification. This provision shall also apply to the subcontractors of the ending Contractor.

Where a Subcontractor has been terminated prior to the termination or ending of the Contract, the Subcontractor shall for the purposes of this Section be deemed an ending Contractor.

All requests for bids for Covered Contracts shall include the information listed above for Employees and shall notify prospective bidders about the Transition Employment requirements of this Section.

(2) A successor Contractor shall retain, for a six-month transition employment period, Employees who have worked at least 15 hours per week and have been employed by the ending Contractor or its Subcontractors, if any, for the preceding twelve months under the Covered Contract, providing that just cause does not exist to terminate such Employee. The ending Contractor's Employees who worked at least 15 hours per week shall be employed in order of their seniority with the predecessor within job classification and shall be paid the Prevailing Rate of Wages to which they were entitled when employed by the ending Contractor. This requirement shall be stated by the City in all initial bid packages involving a Covered Contract.

(3) If at any time a successor Contractor determines that fewer Employees are required to perform the new Contract than were required by the ending Contractor (and Subcontractors, if any), the successor Contractor shall retain Employees by seniority within job classification.

(4) During such six-month period the successor Contractor (or Subcontractor, where applicable) shall maintain a preferential hiring list of eligible covered Employees not retained by the successor Contractor (or Subcontractor) from which the successor Contractor (or Subcontractor) shall hire additional Employees.

(5) During the six-month period, the successor Contractor (or Subcontractor, where applicable) shall not discharge without cause an Employee retained pursuant to this Subsection. "Cause," for this purpose, shall include, but not be limited to, the Employee's conduct while in the employ of the ending Contractor or Subcontractor that contributed to any decision to terminate the Contract or Subcontract for fraud or poor performance, excluding permissible union-related activity.

(6) At the end of the six-month period, a successor Contractor (or Subcontractor, where applicable) shall perform a written performance evaluation for each Employee retained pursuant to this Subsection. If the Employee's performance during such six-month period is satisfactory, the successor Contractor (or Subcontractor) shall offer the Employee continued employment under the terms and conditions established by the successor Contractor (or Subcontractor) or as required by law.

(7) All Covered Contracts subject to this Section shall include a provision in which the Contractor agrees to require any Subcontractor to comply with the obligation imposed by this Subsection (d).

(8) Successor's Prior Employees. Notwithstanding the provisions of this Subsection (d), a successor Contractor or Subcontractor may replace an Employee otherwise entitled to be retained with a person employed by the Contractor or Subcontractor continuously for twelve months prior to the commencement of the successor Contract or Subcontract in a capacity similar to that proposed under the successor Contract or Subcontract. This provision shall apply only where the existing Employee of the successor Contractor or Subcontractor would otherwise be laid off work as a result of the award of the successor Contract.

(9) The retention requirements of this Subsection (d) shall not apply where there is no successor Contractor or Subcontractor. For example, where a Contract is for services over a single day, week, or month for a discrete nonrepeating event there is no successor and the retention requirements described herein are inapplicable.

(10) For the purposes of this Subsection (d) on Transition Employment Requirements only, the term "Employee" shall include any person who performs work under a Covered Contract but shall not include an individual who serves in a managerial, supervisory, or confidential capacity, including those individuals who would be defined as such under the Fair Labor Standards Act.

(11) Enforcement. An Employee who has not been hired or has been discharged in violation of this Section by a successor Contractor or its Subcontractor may bring an action in the Superior Court of the State of California, as appropriate, against the successor Contractor and, where applicable, its Subcontractor, and shall be awarded back pay, including the value of benefits for each day during which the violation continues, which shall be calculated at a rate of compensation not less than the higher of:

(i) The average regular rate of pay received by the Employee during the last three years of the Employee's employment in the same occupation classification; or

(ii) The final regular rate received by the Employee.

If the Employee is the prevailing party in any such legal action, the Court shall award reasonable attorney's fees and costs as part of the costs recoverable.

(12) This Section is not intended to create a private right of action against the City and County of San Francisco.

(13) If during the term of a Covered Contract, a Contractor (or Subcontractor engaged by said Contractor) violates the worker transition requirements of this Subsection (d), the Contractor or Subcontractor shall be subject to the enforcement remedies as set forth in Subsection (c)(4), including termination of the Contract or Subcontract and penalties for willful violation.

(e) Requirement of Employer-Employee Relationship.

(1) The City has an important proprietary interest in maintaining the stability of the workforce engaged by a Contractor for a Covered Contract by ensuring that individuals working pursuant to City contracts have the protections afforded by state and municipal laws governing employment. In order for the City to maintain the integrity of its contracting process, the city's prevailing wage laws ensure contractors a level playing field on which to bid for contracts. When contractors are allowed to classify workers as independent owner operators, contractors can appear to pay the prevailing wage when in reality, after the owner operator's operating costs are taken into account, the owner operator receives less than the prevailing wage for his or her labor. This outcome contradicts one of the goals of the prevailing wage law, which is to provide for fair competition among contractors, all of whom must pay workers, at a minimum, the same prevailing rate of wages and benefits. The City's proprietary interest is such that employment of Employees in an Employer-Employee relationship shall be required for all work done under any Covered Contract.

(2) Every Covered Contract shall require the Contractor (and Subcontractors, if any) to perform said Contract, with Individuals employed by said Contractor or Subcontractor in an Employer-Employee relationship as defined by California law.

(3) No Covered Contract shall be awarded by the City to a Contractor and/or Subcontractor who proposes to perform the Contract with self-employed persons or independent contractors.

(4) If during the term of a Covered Contract, a Contractor (or Subcontractor engaged by said Contractor) engages any self-employed persons or independent contractors to perform the Contract for a period of three (3) days or more, the Contractor or Subcontractor shall be subject

to the enforcement remedies as set forth in Subsection (c)(4), including termination of the Contract or Subcontract and penalties for willful violation.

(5) Contractors shall be fully responsible for the compliance of Subcontractors with this provision. Contractors shall be jointly and severally liable for any penalties assessed against their Subcontractors in the event that the Subcontractor is unable or unwilling to pay a penalty.

(f) Preemption. Nothing in this Section shall be interpreted or applied so as to create any power or duty in conflict with any federal or state law.

(g) No Cause of Action Against City. This Section is not intended to create a private right of action against the City.

(h) Prospective Application. This Section is intended to have prospective effect only, and shall not be interpreted to impair the obligations of any pre-existing Contract entered into by the City. This Section shall only apply to Contracts entered into on or after the effective date of this Section.

(i) Severability. If any part or provision of this Section, or the application thereof to any Person or circumstance, is held invalid, the remainder of this Section, including the application of such part or provisions to other Persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, the provisions of this Section are severable.

Office of Labor Standards Enforcement: Solid Waste Hauler - Prevailing Wage Summary Table

Administrative Code 21C.5: Solid Waste Hauler

This chart is submitted to show the prevailing hourly wage and fringe benefits for individuals performing solid waste hauling as defined in Section 40191 of the California Public Resources Code and including "recycling" as defined in Section 40180 of the California Public Resources Code. The rates reflect amounts paid pursuant to the Collective Bargaining Agreement between Recology Sunset & Recology Golden Gate and Sanitary Truck Drivers and Helpers Union Local 350, IBT for Drivers in effect from January 1, 2017 to December 31, 2021. Effective until superceded by a new prevailing wage determination by the San Francisco Board of Supervisors.

CLASSIFICATION	EMPLOYER PAYMENTS						STRAIGHT-TIME		RATE	
	A Basic Hourly Rate	Vacation: Increases after Years 1, 2, 4, 7,12, 20, 25. and 30.	Holiday	Health & Welfare	Pension	RSP (Retirement Health Insurance)	HOURS	HOURLY RATE	ESTIMATED RATE 1.5 X	ESTIMATED RATE 2 X
Commercial Driver / Route Leadperson Fantastic 3	A \$ 48.86	B \$ 2.82	\$ 2.26	C \$ 12.49	\$ 11.23	E \$ 4.45	8	\$ 82.11	\$ 106.54	\$ 130.97

Footnotes

A. New Hire Wages: New hires shall work under the applicable percentage in the employee's classification. During 1st 12 months of employment - 80% of hourly wage, vacation, and holiday pay. During 2nd 12 months of employment - 85%. During 3rd 12 months of employment - 90%. After completion of 36 months - 100%.

B. Vacation rates vary based on length of employment. No payments are required for the first year of employment. The rate after 1 year of employment is \$0.94; after 2 years- \$1.88; after 4 years - \$2.82; after 7 years - \$3.76; after 12 years - \$4.70; after 20 years - \$5.64; after 25 years - \$6.58; after 30 years - \$7.52. Rates listed in the table represents the vacation rate after 4 years.

C. Employees who work 80 hours or more per month receive the Health and Welfare payments. Employees are eligible after completed 30 days of employment and working 80 hours in the preceding month.

E. Employees who work 80 hours or more per month and have passed their probationary period receive Retirement Security Plan (RSP) payments.



CONTRACT PROPOSAL (Indefinite Quantity)
 Office of Contract Administration
 Purchasing Division
 City and County of San Francisco
 City Hall, Room 430
 1 Dr. Carlton B. Goodlett Place
 San Francisco, CA 94102-4685

SIGN AND RETURN THIS PAGE

68382
Biosolids and
Grit Hauling
Services

Bids will be opened in:

City Hall, Room 430, at **2 p.m.**, April 26, 2019

Sign and return this page with your proposal. Return other pages as indicated. Do not include sales or excise taxes in bid prices.

Upon receipt of a Contract Acceptance, the undersigned hereby agrees to furnish all articles or services within the dates specified, in the manner and at the prices stated, in accordance with the advertisement, specifications, proposal, and bid and contract conditions, all of which are made part of the contract proposal, and together, with the executed Contract Acceptance constitute the Contract between the City and the undersigned when authorized by a Purchase Order, City Blanket Purchase Order, or City Blanket Purchase Order Release certified by the Controller. In the event of any conflict between the contractual documents mentioned above, the order of precedence for resolving such conflict shall be: (1) Contract Acceptance; (2) City Blanket Purchase Order; (3) Purchase Order; (4) City Blanket Purchase Order Release.

Name under which business is conducted: _____

If you are in the City's vendor file, enter your vendor number: _____

If you are not in the City's vendor file, enter the following:

Mailing address: _____

City, State, ZIP: _____

Telephone: _____

E-mail address: _____

Print name: _____

Sign here: _____

Pre-bid Conference
 A pre-bid conference will be held on April 17, 2019 – 10:00 am (PST)
 SFPUC, 525 Golden Gate Ave., 6th Floor Conference Room – Calaveras,
 San Francisco, CA 94102

Biosolids and Grit Hauling Services
For the Term July 1, 2019 through June 30, 2022

BID AND CONTRACT CONDITIONS

Getting paid for goods and/or services from the City:

1. All City suppliers receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments.
2. Electronic payments are processed every business day and are safe and secure.
3. To sign up for electronic payments, visit <https://sfcitypartner.sfgov.org/>.
4. The following information is required to sign up:
 - a. The enroller must be their company's authorized financial representative,
 - b. The company's legal name, main telephone number and all physical and remittance addresses used by the company,
 - c. The company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor),
 - d. The company's bank account information, including routing and account numbers.

If you have questions, please email: sfcitypartner@sfgov.org

TERMS RELATED TO BIDDING

- 1. When Bids are Due; Bid Opening Procedures.** Bids must be delivered before time set for bid opening. Bids will be opened by Purchasing at the hour and place stated on the bid page of this bid in the presence of bidders who attend, and bid prices will be read upon request as time permits. Bidders may inspect the bids after award.
- 2. Articles Furnished.** Articles and services must comply with applicable laws, ordinances and other legal requirements, including (among others) the Cal-OSHA regulations in Title 8 of the Code of Regulations and, for electrical products, Sections 110.2 and 110.3 (B) of the S.F. Electrical Code. In addition, if an electrical item has not been tested by a lab approved by City's Department of Building Inspection (DBI) or Department of Public Works (DPW), Contractor shall notify the requesting department before delivery by writing the department at the "Deliver to" address on the front of the Purchase Order. Approved testing labs are posted on Purchasing's website at <http://www.sfgov.org/oca/>. When a non-tested item is delivered, the department will request approval from DPW. If the department is unable to obtain approval, City reserves the right to cancel the transaction and return the item to Contractor, at no charge to City.
- 3. Bidding on Separate Services and in the Aggregate.** Bidders may bid separately for any service unless otherwise provided. Bidders may make an offer on one, some or all services, unless otherwise provided.
- 4. Prices.** Prices quoted must be fixed except as otherwise specified in this document. Any bid requiring receipt of order in less than thirty (30) days will be unacceptable unless otherwise specified herein.

Biosolids and Grit Hauling Services
For the Term July 1, 2019 through June 30, 2022

BID AND CONTRACT CONDITIONS

5. Awards; Rejection of Bids. Purchasing may make awards on one, some or all services in a bid. Purchasing reserves the right to reject any and all bids.

6. Cash Discounts; Terms of Payment. Cash discount (discount for prompt payment) will be taken into consideration in determining the low bid under the following conditions:

- Discount period must be at least 30 days. Example: “1%, 30 days. Net 31.”
- The maximum cash payment discount that will be considered when determining the lowest bid will be 2%.
- The discount period will start upon date of completion or delivery of all services on any Purchase Order or other authorization certified by Controller, or upon date of receipt of properly prepared invoices covering such services, whichever is later.
- Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the City’s check or the date of direct deposit into supplier’s bank account.

Whether or not the discount is taken into consideration in determining the low bid, it will be deducted from the invoice amount in accordance with the provisions above, unless otherwise provided by bidder. No additional charge shall accrue against City in the event that City does not make payment within any time specified by bidder.

7. Sunshine Ordinance. In accordance with Sec. 67.24(e) of the San Francisco Administrative Code, contracts, contractors’ bids, responses to RFPs and all other records of communications between City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person’s or organization’s net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

TERMS RELATED TO THE CONTRACT

8. Contract Interpretation: Choice of Law/Venue; Assignment. Should any questions arise as to the meaning and intent of the contract, the matter shall be referred to Purchasing, who shall decide the true meaning and intent of the contract. This contract shall be deemed to be made in, and shall be construed in accordance with the laws of the State of California; the venue for all claims arising out of this contract shall be in San Francisco. This contract may be assigned only with the written approval of Purchasing.

9. Hold Harmless and Indemnification. Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor’s performance of this Contract, including, but not limited to, Contractor’s use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or

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sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Contract, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. 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 attorney's 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 in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Contract.

10. Failure to Deliver. If Contractor fails to deliver an article or service of the quality, in the manner or within the time called for by this Contract, such article or service may be bought from any source by Purchasing and if a greater price than the contract price be paid, the excess price will be charged to and collected from Contractor or sureties on its bond if bond has been required.

11. Budget and Fiscal Provisions. This Contract is subject to the budget and fiscal provisions of City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and 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 Contract 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 Contract 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 Contract 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 Contract.

12. Default; Remedies. 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 Contract or to seek specific performance of all or any part of this Contract. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any event of default. Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Contract or any other contract between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such event of default and any liquidated damages due from Contractor pursuant to the terms of this Contract or any other contract. All remedies provided for in this Contract 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.

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13. Termination for Convenience. City shall have the option, in its sole discretion, to terminate this Contract, 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. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City.

14. Guaranteed Maximum Costs. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by City ordinances governing emergency conditions, the City and its employees and officers are not authorized to request Contractor to perform services or to provide materials, equipment and supplies that would result in Contractor performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract unless the contract is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. The City is not required to reimburse Contractor for services, materials, equipment or supplies that are provided by Contractor which are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract and which were not approved by a written amendment to the agreement having been lawfully executed by the City. The City and its employees and officers are not authorized to offer or promise to Contractor additional funding for the contract which would exceed the maximum amount of funding provided for in the contract for Contractor's performance under the contract. Additional funding for the contract in excess of the maximum provided in the contract shall require lawful approval and certification by the Controller of the City. The City is not required to honor any offered or promised additional funding for a contract which exceeds the maximum provided in the contract which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

15. Taxes

A. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Contract, or the services delivered pursuant hereto, shall be the obligation of Contractor.

B. Contractor recognizes and understands that this Contract may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Contract 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:

(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;

(2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Contract may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of

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any possessory interest created by this Contract. 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.

(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.

(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.

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

17. Nondiscrimination; Penalties

A. Contractor Shall Not Discriminate. In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

B. Subcontracts. Contractor shall incorporate by reference in all subcontracts the provisions of §§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's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement. The entire San Francisco Administrative Code is available on the web at a site maintained by American Legal Publishing Corporation.

C. Nondiscrimination in Benefits. 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 bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law

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authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

D. Condition to Contract. As a condition to this Agreement, Contractor shall execute the “Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits” form (form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division (formerly San Francisco Human Rights Commission).

E. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

18. Local Business Enterprise Utilization; Liquidated Damages

A. The LBE Ordinance. Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the “LBE Ordinance”), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor’s willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

B. Compliance and Enforcement

(1) Enforcement. If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor’s net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City’s Contract Monitoring Division (CMD) or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the “Director of CMD”) may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor’s LBE certification. The Director of CMD will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation

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pursuant to Administrative Code §14B.17. By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the CMD shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City. Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of CMD or the Controller upon request.

(2) Subcontracting Goals. The LBE subcontracting participation goal for this contract is seven (7) %. As required under SF Administrative Code Chapter 14B.8(A)2, the reason the LBE participation requirement is below 20% is due to the majority of the contract covering a specialized scope of work that requires special licenses and equipment. Contractor shall fulfill the subcontracting commitment made in its bid or proposal. Each invoice submitted to City for payment shall include the information required in the CMD Progress Payment Form and the CMD Payment Affidavit. Failure to provide the CMD Progress Payment Form and the CMD Payment Affidavit with each invoice submitted by Contractor shall entitle City to withhold 20% of the amount of that invoice until the CMD Payment Form and the CMD Subcontractor Payment Affidavit are provided by Contractor. Contractor shall not participate in any back contracting to the Contractor or lower-tier subcontractors, as defined in the LBE Ordinance, for any purpose inconsistent with the provisions of the LBE Ordinance, its implementing rules and regulations, or this Section.

(3) Subcontract Language Requirements. Contractor shall incorporate the LBE Ordinance into each subcontract made in the fulfillment of Contractor's obligations under this Agreement and require each subcontractor to agree and comply with provisions of the ordinance applicable to subcontractors. Contractor shall include in all subcontracts with LBEs made in fulfillment of Contractor's obligations under this Agreement, a provision requiring Contractor to compensate any LBE subcontractor for damages for breach of contract or liquidated damages equal to 5% of the subcontract amount, whichever is greater, if Contractor does not fulfill its commitment to use the LBE subcontractor as specified in the bid or proposal, unless Contractor received advance approval from the Director of CMD and contract awarding authority to substitute subcontractors or to otherwise modify the commitments in the bid or proposal. Such provisions shall also state that it is enforceable in a court of competent jurisdiction. Subcontracts shall require the subcontractor to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination of this contract and to make such records available for audit and inspection by the Director of CMD or the Controller upon request.

(4) Payment of Subcontractors. Contractor shall pay its subcontractors within three working days after receiving payment from the City unless Contractor notifies the Director of CMD in writing within ten working days prior to receiving payment from the City that there is a bona fide dispute between Contractor and its subcontractor and the Director waives the three-day payment requirement, in which case Contractor may withhold the disputed amount but shall pay the undisputed amount. Contractor further agrees, within ten working days following receipt of payment from the City, to file the CMD Payment Affidavit with the Controller, under penalty of perjury, that the Contractor has paid all subcontractors. The affidavit shall provide the names and addresses of all subcontractors and the amount paid to each. Failure to provide such affidavit may subject Contractor to enforcement procedure under Administrative Code §14B.17.

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19. MacBride Principles – Northern Ireland. Pursuant to San Francisco Administrative Code § 12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride principles.

20. Tropical Hardwood and Virgin Redwood Ban. The City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood product, virgin redwood or virgin redwood product. If this order is for wood products or a service involving wood products: (a) Chapter 8 of the Environment Code is incorporated herein and by reference made a part hereof as though fully set forth. (b) Except as expressly permitted by the application of Sections 802(B), 803(B), and 804(B) of the Environment Code, Contractor shall not provide any items to the City in performance of this Contract which are tropical hardwoods, tropical hardwood products, virgin redwood or virgin redwood products. (c) Failure of Contractor to comply with any of the requirements of Chapter 8 of the Environment Code shall be deemed a material breach of contract.

21. Resource Conservation. Contractor agrees to comply fully with the provisions of Chapter 5 of the San Francisco Environment Code (“Resource Conservation”), as amended from time to time. Said provisions are incorporated herein by reference.

22. Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code, is available on the web at a site maintained by American Legal Publishing Corporation. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

23. Liability of City. CITY’S PAYMENT OBLIGATIONS UNDER THIS CONTRACT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR UNDER THIS CONTRACT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, 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 CONTRACT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS CONTRACT.

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- 24. Drug-Free Workplace Policy.** Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents, or assigns will be deemed a material breach of this Contract.
- 25. Compliance with Americans with Disabilities Act.** Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Contract in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Contract and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Contract.
- 26. Compliance with Laws.** Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Contract, 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.
- 27. Bid Protests.** Bid protests for purchases of Services shall be submitted and responded to in accordance with Regulation 21.3(i) of the San Francisco Administrative Code, Chapter 21.
- 28. Food Service Waste Reduction Requirements.** Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

End of Bid and Contract Conditions

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These terms and conditions supplement the City's Bid and Contract Conditions. In the event of a conflict between these conditions and the preceding Bid and Contract Conditions, these conditions shall take precedence.

29. Contract Term. The contract period shall be for thirty-six (36) months. The initial term of this contract is the period from award execution date, approximately July 1, 2019, or the above-stated term date, whichever is later, through the last day of the month of a thirty-six (36) consecutive month period.

30. Contract Extension. This contract may be extended, all or in part, for a period or periods up to one year by mutual agreement in writing. The maximum contract period shall not be more than 7 years.

31. Toll-Free Telephone Number. A contractor located outside of the City and County of San Francisco is encouraged to provide free telephone services for placing orders. This requirement can be met by providing a toll-free telephone number or accepting collect calls.

32. Cooperative Agreement. Contractor agrees _____ or does not agree _____ (make a selection by an "X" mark) that during the term of this agreement and any authorized extension, the Director of Purchasing may allow other public agencies or non-profits made up of multiple public agencies to utilize this agreement to obtain some or all of the services and/or commodities to be provided by Contractor under the same terms and conditions as the City, pursuant to a Board of Supervisor Resolution.

33. LBE Ordinance

To qualify for a bid discount under the provisions of Administrative Code Chapter 14B, an LBE must be certified by the Contracts Monitoring Division (formerly 'Human Rights Commission') by the Bid Due date. The certification application is available from CMD (415) 581-2310, and on the web. CMD's home page is:

<http://sfgov.org/cmd/>

Click on the "14B Local Business Enterprise Ordinance" tab.

34. Claim for Preference

If Bidder is claiming LBE preference as a supplier, it must comply with Administrative Code Chapter 14B Rules and Regulations VI D - Criteria for Suppliers (2):

"2) A supplier must have a direct relationship with manufacturers for the materials, equipment, and supplies for which they seek certification, demonstrating that:

a) The supplier has an agreement with the manufacturer authorizing the supplier to distribute their products.

b) The supplier is able to provide a manufacturer's warranty."

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To comply, at the time of the bid, bidders must include proof of the required relationships as an authorized dealer. Failure to provide adequate proof may result in a nonresponsive determination.

35. LBE Bid Discount; Brokerage Services

Pursuant to Section 14B.7 of the Administrative Code, a bid discount will only be awarded to an LBE directly responsible for providing materials, equipment, supplies or services to the City as required by the Bid solicitation. An LBE will be deemed to be directly responsible for providing the required commodity or service only if it regularly does business as a manufacturer, or authorized manufacturer's representative, dealer or distributor, stocking distributor, franchisee, licensee, service provider, or has another direct agency relationship with the manufacturer or provider of the solicited commodity or service, and has been so certified by the Contracts Monitoring Division. An LBE will be considered to be "regularly doing business," as that term is used in the foregoing paragraph, if in the normal course of business, it stocks, warehouses or distributes commodities to businesses or entities other than public entities having a local business preference program. Such a determination will be subject to audit by CMD. No preference will be given to an LBE engaging in brokerage, referral or temporary employment services not meeting this definition, unless those services are required and specifically requested by the department.

36. Chapter 14B Requirements.

A. Subcontracting goals. The LBE subcontracting goal for this project is **seven (7) %** of the total value of the services to be procured. As required under SF Administrative Code Chapter 14B.8(A)2, the reason the LBE participation requirement is below 20% is due to the fact that the majority of the contract covers a specialized scope of work that requires special licenses and equipment. Each firm responding to this solicitation shall demonstrate in its response that it has used good-faith outreach to select LBE subcontractors as set forth in S.F. Administrative Code §§14B.8 and 14B.9, and shall identify the particular LBE subcontractors solicited and selected to be used in performing the contract. For each LBE identified as a subcontractor, the response must specify the value of the participation as a percentage of the total value of the services to be procured, the type of work to be performed, and such information as may reasonably be required to determine the responsiveness of the bid. LBEs identified as subcontractors must be certified with the San Francisco Contracts Monitoring Division at the time the bid is submitted, and must be contacted by the bidder (prime contractor) prior to listing them as subcontractors in the bid. Any bid that does not meet the requirements of this paragraph will be non-responsive. In addition to demonstrating that it will achieve the level of subcontracting participation required by the contract, a bidder shall also undertake and document in its submittal the good faith efforts required by Chapter 14B.8(C) & D) and CMD Attachment 3, Requirements for General Services Contracts. Bids which fail to comply with the material requirements of S.F. Administrative Code §§14B.8 and 14B.9, CMD Attachment 3 and this solicitation will be deemed non-responsive and will be rejected. During the term of the contract, any failure to comply with the level of LBE subcontractor participation specified in the contract shall be deemed a material breach of contract. Subcontracting goals can only be met with CMD (HRC)-certified LBEs located in San Francisco.

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B. LBE Participation. The City strongly encourages bids from qualified LBEs. Pursuant to Chapter 14B, the following bid discounts will be applied for any bidder who is certified by CMD as an LBE on the bid due date. Certificate applications may be obtained by calling CMD at (415) 581-2310.

- A 10% bid discount shall be applied to Small LBEs and Micro-LBEs bidding as primes.
- A 2% bid discount will be applied to an SBA-LBE, except that the 2% discount shall not be applied at any stage if it would adversely affect a Small LBE or Micro-LBE bidder.

C. CMD Forms to be Submitted with Proposal

(1) All proposals submitted must include the following Contract Monitoring Division (CMD) Forms contained in the CMD Attachment 3:

Form 2A	CMD Contract Participation form
Form 2B	CMD “Good Faith” Outreach Requirements form
Form 3	CMD Compliance Affidavit
Form 5	CMD Employment form

The following form may be required, depending on the circumstances:

Form 4	Joint Venture Participation Schedule
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These forms are included in Attachment D. If these forms are not returned with the proposal, the proposal may be determined to be non-responsive and may be rejected. Submit CMD 12B-101 Form only if the Prime Contractor is not already in compliance with Equal Benefits Requirements. The forms are also available on the web. CMD’s home page is:

<http://sfgov.org/cmd/>

Click on the “14B Local Business Enterprise Ordinance” tab.

(2) Please upload the completed above forms with your bid submission. The forms should be clearly labeled with the form number and title description. If you have any questions concerning the CMD Forms, you may call Ian Fernando, Contract Monitoring Division’s Contract Compliance Officer at (415) 581-2310, ian.fernando@sfgov.org.

37. 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 work under this Agreement. 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

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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 conferred upon City by this Section.

38. Conflict of interest. Through its execution of this Contract, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of any said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Contract.

39. 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 in any way affect the right of the party to enforce such provisions thereafter.

40. Contractor's default. If Contractor fails to fulfill its obligations under this Contract Proposal, whether or not said obligations are specified in this section, Purchasing reserves the right to: (a) terminate this contract at no cost to City; (b) take action in accordance with Section 12 or (c) exercise any other legal or equitable remedy.

41. Bankruptcy. In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other party this Contract shall terminate and be of no further force and effect, and any property or rights of such other party, tangible or intangible, shall forthwith be returned to it.

42. Proprietary information of City. Contractor understands and agrees that, in the performance of the work or services under this Contract or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in performance of the contract, except to the extent that Contractor can demonstrate that: (a) the confidential information at the time of disclosure was part of the public domain by publication or otherwise, except by breach of this contract; (b) the confidential information can be established to have been in possession of Contractor at the time of disclosure and was not acquired directly or indirectly from City under another proprietary information obligation; or (c) the confidential information was received from a third party without any restrictions; provided, however that such information was not obtained by said third party, directly or indirectly, in breach of a proprietary information obligation with City.

43. 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. Nothing in this Contract shall constitute a waiver or limitation of any rights which City may have under applicable law.

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44. Reports by Contractor

MULTI-YEAR TERM CONTRACT

Each year, no later than February 15, Contractor shall submit a soft copy report of the total services ordered, by month, under this contract during the preceding calendar year (January 1 – December 31). The report must be in a format acceptable to City and must list by department or location the following: (1) all services awarded under this contract; and (2) total quantity and dollar value of each service ordered, including services for which there were no orders. Contractor must also furnish a separate similar report for the total of all services ordered by City which are not part of this Contract, and any usage reports required prior to the extension of a Contract or Contract Modification. Emailed reports must not be larger than **10MB**.

Contractor shall email reports to:

OCAVendor.Reports@sfgov.org

Any report files larger than **10MB** must be submitted in electronic format on CD-ROM or USB drive and mailed to the address shown below with the term contract number and “Annual Vendor Reporting” clearly marked on the envelope/packaging.

Contractor shall mail the reports to:

OCA Supplier Reporting
Re: Term Contract No.68382
City and County of San Francisco
Office of Contract Administration – Purchasing
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685

45. Notice to Parties. All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage paid and registered as follows:

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

46. Subcontracting. Contractor is prohibited from subcontracting services under this Contract unless such subcontracting is agreed to in writing by Purchasing. No party on the basis of this Contract shall in any way contract on behalf of or in the name of the other party of this Contract, and violation of this provision shall confer no rights on any party and any action taken shall be void.

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47. Independent Contractor. 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 Contract. 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 Contract 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 Contract 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 Contract.

48. Severability. Should the application of any provision of this Contract to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Contract shall not be affected or impaired thereby, and (b) 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.

49. Emergency – Priority 1 Service. In case of an emergency that affects the San Francisco Bay Area, Contractor will give the City and County of San Francisco Priority 1 service. Contractor will make every good faith effort in attempting to provide emergency services. Contractor shall provide a 24-hour emergency telephone number of a company representative who is able to receive and act on requests for emergency services. In addition, Contractor shall charge fair and competitive prices for services ordered during an emergency and not covered under the awarded contract.

50. First Source Hiring Program

A. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

B. First Source Hiring Agreement. As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

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(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs may be certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

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- (6) Set the term of the requirements.
- (7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.
- (8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.
- (9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

C. Hiring Decisions. Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

D. Exceptions. Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

E. Liquidated Damages. Contractor agrees:

- (1) To be liable to the City for liquidated damages as provided in this section;
- (2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;
- (3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.
- (4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;
- (5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

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a. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

b. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year; therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

F. Subcontracts. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

51A. PREVAILING RATE OF WAGES REQUIRED

A. Administrative Code 21C. All defined terms herein may be located in Administrative Code Section 21C generally, and Administrative Code 21C.5 and 21C.7 in more detail for the services described in this Section, Administrative Code 21C.

B. Prevailing Wages. Every agreement between the City and a Contractor for Solid Waste Generated By The City In Course of City Operations as defined in Administrative Code Section 21C.5 requires that any individual performing services thereunder be paid not less than the Prevailing Rate of Wages. Contractor agrees to comply with, and to require Subcontractors to comply with, the prevailing wage rate requirement imposed by this Section.

The current wage and benefits that comprise the prevailing wage requirements for this contract are attached as Attachment E, "Collective Bargaining Agreement between Recology Sunset & Recology Golden Gate and Sanitary Truck Divers and Helpers Union Local 350, IBT, 2012-2016."

C. Enforcement. Where the Contracting Officer or the Labor Standards Enforcement Officer determines that a Contractor or a Subcontractor may have violated the prevailing wage rate requirements of this Section, the Contracting Officer or Labor Standards Enforcement Officer shall send written notice

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to the Contractor of the possible violation (a "violation notice"). 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 thereon unless within thirty (30) days of receipt of the violation notice the Contractor has either (i) cured the violation or (ii) established by documentary evidence, including but not limited to payroll records, the truth and accuracy of which is 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 Individuals as required by this Section, the Contractor shall have "cured the violation" once the Contractor or Subcontractor reimburses such Individuals by paying each individual the balance of what he or she should have earned in accordance with the requirements of this Section, plus an annualized rate of interest of ten percent (10%). In addition to, or instead of terminating the Contract, if the Contracting Officer or the Labor Standards Enforcement Officer finds that the Contractor has willfully violated the requirements of this Section, the Contracting Officer or the Labor Standards Enforcement Officer, shall assess a penalty (a "willful violation penalty") of not more than ten (10%) percent of the dollar amount of the Contract, such sums to be deposited in the fund out of which the Contract is awarded or, if none exists, the General Fund. The Contracting Officer or Labor Standards Enforcement Officer may impose such willful violation penalty regardless of whether the Contractor has cured the violation.

D. Transition Employment Requirements. The City has an important proprietary interest in maintaining the stability of the workforce engaged by a Contractor or Subcontractor under a Covered Contract. Turnover of experienced workers resulting from a change in the City's Contractor jeopardizes the quality, efficiency, and cost-effectiveness of service provided to the City under the successor Contract. The Contractor and Subcontractor agrees to the following:

(1) Where the Contracting Officer has given notice that a Covered Contract will be bid, or where a Contractor has given notice of termination, upon giving or receiving such notice, as the case may be, the Contractor ("ending Contractor") shall, within ten days thereafter, provide to the Contracting Officer and the Purchaser, for each Employee who worked at least 15 hours per week for the ending Contractor, the name, date of hire, number of hours and months worked in total for the employer, wage rate, and employment occupation classification. This provision shall also apply to the subcontractors of the ending Contractor.

Where a Subcontractor has been terminated prior to the termination or ending of the Contract, the Subcontractor shall for the purposes of this Section be deemed an ending Contractor.

All requests for bids for Covered Contracts shall include the information listed above for Employees and shall notify prospective bidders about the Transition Employment requirements of this Section.

(2) A successor Contractor shall retain, for a six-month transition employment period, Employees who have worked at least 15 hours per week and have been employed by the ending Contractor or its Subcontractors, if any, for the preceding twelve months under the Covered Contract, providing that just cause does not exist to terminate such Employee. The ending Contractor's Employees who worked at least 15 hours per week shall be employed in order of their seniority with the predecessor within job classification and shall be paid the Prevailing Rate of Wages to which they were entitled when

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employed by the ending Contractor. This requirement shall be stated by the City in all initial bid packages involving a Covered Contract.

(3) If at any time a successor Contractor determines that fewer Employees are required to perform the new Contract than were required by the ending Contractor (and Subcontractors, if any), the successor Contractor shall retain Employees by seniority within job classification.

(4) During such six-month period the successor Contractor (or Subcontractor, where applicable) shall maintain a preferential hiring list of eligible covered Employees not retained by the successor Contractor (or Subcontractor) from which the successor Contractor (or Subcontractor) shall hire additional Employees.

(5) During the six-month period, the successor Contractor (or Subcontractor, where applicable) shall not discharge without cause an Employee retained pursuant to this Subsection. "Cause," for this purpose, shall include, but not be limited to, the Employee's conduct while in the employ of the ending Contractor or Subcontractor that contributed to any decision to terminate the Contract or Subcontract for fraud or poor performance, excluding permissible union-related activity.

(6) At the end of the six-month period, a successor Contractor (or Subcontractor, where applicable) shall perform a written performance evaluation for each Employee retained pursuant to this Subsection. If the Employee's performance during such six-month period is satisfactory, the successor Contractor (or Subcontractor) shall offer the Employee continued employment under the terms and conditions established by the successor Contractor (or Subcontractor) or as required by law.

(7) All Covered Contracts subject to this Section shall include a provision in which the Contractor agrees to require any Subcontractor to comply with the obligation imposed by this Subsection (d).

(8) Successor's Prior Employees. Notwithstanding the provisions of this Subsection (d), a successor Contractor or Subcontractor may replace an Employee otherwise entitled to be retained with a person employed by the Contractor or Subcontractor continuously for twelve months prior to the commencement of the successor Contract or Subcontract in a capacity similar to that proposed under the successor Contract or Subcontract. This provision shall apply only where the existing Employee of the successor Contractor or Subcontractor would otherwise be laid off work as a result of the award of the successor Contract.

(9) The retention requirements of this Subsection (d) shall not apply where there is no successor Contractor or Subcontractor. For example, where a Contract is for services over a single day, week, or month for a discrete nonrepeating event there is no successor and the retention requirements described herein are inapplicable.

(10) For the purposes of this Subsection (d) on Transition Employment Requirements only, the term "Employee" shall include any person who performs work under a Covered Contract but shall not include an individual who serves in a managerial, supervisory, or confidential capacity, including those individuals who would be defined as such under the Fair Labor Standards Act.

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F. Requirement of Employer-Employee Relationship. The City's proprietary interest is such that employment of Employees in an Employer-Employee relationship shall be required for all work done under any Covered Contract. The Contractor (and Subcontractors, if any) will perform the services in this agreement with Individuals employed by Contractor or Subcontractor in an Employer-Employee relationship as defined by California law.

**51B. Minimum Compensation Ordinance (“MCO”) (For information only - Bound by MCO ordinance to include in all contracts)
(PREVAILING WAGE RATE SECTION 51 APPLIES TO THIS CONTRACT)**

A. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

B. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

C. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

D. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

E. The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor.

F. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor

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agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

G. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

H. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

I. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

**52. Requiring Health Benefits for Covered Employees. (For information only - Bound by MCO ordinance to include in all contracts)
(PREVAILING WAGE RATE SECTION 51 APPLIES TO THIS CONTRACT)**

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

A. 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.

B. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

C. Contractor's failure to comply with the HCAO shall constitute a material breach of this

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agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

D. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

E. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

F. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

G. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

H. Contractor shall keep itself informed of the current requirements of the HCAO.

I. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

J. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

K. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

L. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

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M. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

53. Consideration Of Criminal History in Hiring and Employment

A. 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>. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. 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.

B. 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, and shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement.

C. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

D. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant's or potential applicant for employment, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

E. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 53(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

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F. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

G. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

H. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

54. Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with 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, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that 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 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

55. Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Contract. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this contract, and (ii) prohibit Contractor from

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bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this Section.

56. Preservative-Treated Wood Containing Arsenic. Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Contract unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Administrative Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

57. Services Provided By Attorneys. Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

58. Contractors Unable to do Business with the City.

A. Generally

Contractors that do not comply with laws set forth in San Francisco's Municipal Codes may be unable to enter into a contract with the City. Some of the laws are included in this Contract Proposal, or in the sample terms and conditions attached.

B. Companies Headquartered in Certain States

This Contract is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into contracts with companies headquartered in states with laws that perpetuate discrimination against LGBT populations or where any or all of the work on the contract will be performed in any of those states. Bidders are hereby advised that Bidders which have their United States headquarters in a state on the Covered State List, as that term is defined in Administrative Code Section 12X.3, or where any or all of the work on the contract will be performed in a state on the Covered State List may not enter into contracts with the City. A list of states on the Covered State List is available at the website of the City Administrator.

59. Protection of Private Information. Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the

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Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

60. Sugar-Sweetened Beverage Prohibition. Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

61. Modification of contract. This Contract may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Contract.

End General Conditions

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62. Purpose. The purpose of this contract is to provide biosolids, grit and primary sludge tanker hauling services for the City and County of San Francisco Public Utilities Commission. The Scope of Services and Minimum Requirements for responsiveness are described in Appendix 1, attached herein. Contractor and any subcontractors must pay prevailing wages as required by San Francisco Administrative Code Sec 21.C.5.

63. Pre-bid conference. A Pre-bid Conference will be held as follows:

Location: San Francisco Public Utilities Commission
525 Golden Gate Avenue, 6th Floor – Calaveras Conference Room
San Francisco, CA 94102

Date and Time: Wednesday, April 17, 2019 - 10:00 am (PST)

Although not mandatory, attendance is strongly urged for all prospective bidders on this contract.

NOTE: Please bring a copy of this contract proposal to the Pre-bid Conference.

It is requested that bidder's questions concerning this Contract Proposal be submitted by email at least 72 hours prior to the date and time of the Pre-bid Conference and directed to:

Evan Magante, Senior Purchaser
City and County of San Francisco
Office of Contract Administration – Purchasing
525 Golden Gate Avenue
San Francisco, CA 94102
Email Address: evan.magante@sfgov.org

Please reference Contract Proposal No. **68382** in the subject line of the email.

***The maximum number of people per company who will be allowed to participate at the pre-bid conference is two (2). All additional representatives will be asked to wait outside of the conference room.**

The Pre-bid Conference will begin at the time specified, and company representatives are urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. Failure to attend the Pre-bid Conference shall not excuse the successful bidder from any obligations of the contract. Any change or addition to the requirements contained in this Contract Proposal as a result of the Pre-bid Conference will be executed by written Bid Addendum. It's the responsibility of the bidder to check for any Bid Addendum, which will be posted on the Contract Proposal's Event page in the Supplier Portal and the City's [Bids and Contract Website](#):

<http://mission.sfgov.org/OCABidPublication>

The event number is 0000001515.

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Optional Site Visit: Bidders who are interested in a site visit must send a request via email to evan.magante@sfgov.org no later than 10:00 am – April 17, 2019. Failure to do so will result in a forfeiture of the opportunity to participate.

Bidders must provide the names of their representatives participating in the site visit. Only the names listed in the request will be granted entry on site. Upon confirmation, a separate notification will be sent containing detailed information regarding the site visits.

64. Scope of Services to be Performed

The Scope of Services to be performed and additional requirements are described in Appendix 1, attached herein.

65. Compliance with Regulations. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Contract, 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.

66. Bidder/Contractor Qualifications

A. Minimum Requirements

In order to receive consideration, all bidders must meet the requirements described on Page 11 of Appendix 1, Table 2. All documentation requested shall be submitted with the bid.

Bidders who do not meet these requirements will be deemed non-responsive, and the bid will be removed from further consideration.

B. The City may make such investigation as it deems necessary prior to the award of this contract to determine the conditions under which work is to be performed. The Purchaser will take into consideration, but not be limited to:

1. Satisfactory review of bidder's qualifications and experience
2. Price (evaluated)
3. Sufficient personnel and equipment to perform all services called for under the contract
4. Any other factors deemed pertinent

C. In order to receive consideration, Bidder must have sufficient knowledge and experience in the services covered by the contract. Bidders must have a minimum of one (1) year of experience within the last four (4) years in providing services as stated under this contract. Bidder shall submit with their bid a minimum of three references of customers requiring similar volume of services as provided in this contract.

D. Contractor must be able to demonstrate, to the Purchaser's satisfaction, their capabilities, including evidence that they possess adequate facilities and financial resources to fully comply with the requirements of the contract, prior to award and at any time during the contract term or any extension thereof.

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- E. City reserves the right to inspect Contractor's place of business prior to award or at any time during the contract term or any extension thereof, to aid Purchaser in determining Contractor's capabilities and qualifications.
- F. Contractor shall be responsible for providing technical support and assistance to City. As part of this requirement, Contractor must provide, by phone, personnel with in-depth technical knowledge of the services Contractor is providing under this contract, to answer questions and offer any assistance required by City personnel, during City business hours. (8:00 a.m. – 5:00 p.m.)
- G. Contractor shall be responsible for producing the usage reports required under General Condition 44 and in Appendix 1, Sections R and X (Pages 4 and 5). Failure to provide the required reports may result in application of the Contractor's Default clause of this Contract.
- H. City reserves the right to reject any bid on which the information submitted by Bidder fails to satisfy City and/or Bidder is unable to supply the information and documentation within the period of time requested.
- I. City reserves the right to terminate this contract if information requested from and submitted by Contractor fails to satisfy City and/or Contractor is unable to provide the information and/or documentation within the period requested.
- J. Contractor shall be independent and, as such, the hiring, training, equipping, supervising, directing and discharging of their employees shall be the responsibility of the Contractor. The payment of Federal, State, and local taxes and overtime wages shall also be the responsibility of Contractor.
- K. Contractor shall be responsible for the handling of all City and County of San Francisco furnished documents and materials in a safe manner including loss or damage incurred during transport, handling or delivery.
- L. Contractor must be able to haul the maximum legal level (approximately 80,000 lbs.) of biosolids during peak production periods. Every 24 hours the Southeast Plant (SEP) produces an average of 140 wet tons of biosolids and Oceanside Plant (OSP) produces an average of 38 wet tons of biosolids, although these quantities may vary.
- M. Contractor must be able to service grit hauling requests without adversely affecting biosolids hauling operations. Grit production is variable; in 2017 grit production at SEP averaged 210 wet tons/month but production can exceed 400 wet tons/month. In 2017 grit production at OSP averaged 160 wet tons/month but production can exceed 400 wet tons/month.
- N. Contractor's vehicles shall be capable of accommodating and maneuvering within the treatment plants' existing loading facilities. Tractor and trailer height shall not exceed eleven feet, six inches (11'6") for trucks hauling biosolids, grit, or tanker loads. For hauling biosolids and grit, exposed interior length of the trailer shall be a minimum of thirty-three feet (33').

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- O. Contractor must have at least one (1) tanker trailer with a capacity of 5,500 gallons, capable of transporting undigested sludge as a requirement to bid on the transportation of primary sludge from Treasure Island Treatment Plant (TIP) to OSP.
- P. Contractor's truck-trailer combinations servicing SEP must be compatible with the automatic load-out system, and must allow for load-out operation, including: tarp removal and reinstallation, trailer weight axle sets on the three separate platforms, with both roll-up doors in the fully closed position.
- Q. Contractor shall be available to haul biosolids or grit on any day of the year. The destinations, as specified by the City, may vary based on the days and hours of operations of the City's contracted landfills and land application sites.
- R. Contractor and its subcontractors shall possess and maintain all insurance, licenses, and permits necessary to perform this work in accordance with this Agreement, and in compliance with City, State, and Federal laws. Upon request, Contractor shall provide proof of insurances, licenses, and permits necessary to perform this work. These permits and/or certificates must not be currently under probation or suspension, as defined or determined by the State of California, Department of Consumer Affairs.
- S. All vehicles used to haul the City's biosolids and grit must use functioning Fastrak devices, and must use designated FasTrak lanes. All drivers must have functioning FasTrak accounts. Contractor shall submit these records upon the City's request.
- T. **GPS Trackers.** All vehicles used to haul the City's biosolids and grit must be equipped with GPS tracking devices that have the ability to show a driver's current location and route taken while hauling the City's biosolids or grit. Contractor shall submit these records upon the City's request.
- U. **Deputy Weighmasters.** Contractor's drivers shall be licensed as a deputy weighmaster under the Contractor's weighmaster license. Contractor shall bear all costs, as of the award of this contract, for deputy weighmaster licenses. Contractor shall submit copies of all deputy weighmaster licenses for each driver upon request.

67. City Department's Responsibilities

- A. The PUC shall appoint a Biosolids Coordinator who shall determine the distribution and end use locations for all biosolids and grit generated by City facilities.
- B. The Biosolids Coordinator shall provide the Contractor with written notice of the composition of the biosolids, to include information requested by the Contractor that may be needed to facilitate compliance with applicable legal and regulatory requirements.
- C. The City will stabilize the biosolids by approved processes as defined by 40 CFR 503 regulations. The City shall comply with applicable local, State and Federal biosolids regulations and permit

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requirements. All biosolids shall be stabilized as required by local, State, and Federal regulations to minimize offensive odors and to reduce volatile solids consistent with a stabilized material.

- D. In accordance with applicable Federal, State or local laws, the City will not provide the Contractor with any biosolids, grit, Treasure Island Treatment Plant primary sludge or digester cleaning spoils that contain hazardous material.
- E. The City will allow the Contractor reasonable access to the City's biosolids and grit delivery systems. Contractor will be provided reasonable access to equipment needed for the unloading of Treasure Island Treatment Plant primary sludge at the Oceanside Treatment Plant.
- F. The Assistant General Manager of the PUC's Wastewater Enterprise or designee maintains the sole right to select or reject any or all sites for biosolid and grit disposal or re-use.
- G. The Biosolids Coordinator or designee shall notify the Contractor of operational changes that may affect the quantities of biosolids or grit (e.g., plant shutdowns, planned maintenance etc.).
- H. The Biosolids Coordinator shall provide status information to the Contractor when requested to enable Contractor to schedule biosolids and grit hauling. City personnel reserves the right to request additional biosolids or grit hauling. The Contractor shall respond to each request for as needed hauling within six (6) hours.
- I. In addition to the Biosolids Coordinator, other City personnel will have roles and responsibilities pertaining to this Agreement. See Table 1 in Appendix 1 for a description of these roles and responsibilities.

68. Bid Security. Each bid must be accompanied by an original bid bond, or money order, or a cashier's check or certified check, in the amount of \$1,000 payable to the City and County of San Francisco, to guarantee the filing of Performance Bond and Insurance Certificates, and proper execution of the contract. **Personal or company checks will not be accepted.** Any proposal submitted without the proper bid security shall be determined to be non-responsive and result in the rejection of the bid. After the successful bidder has furnished the required documents or the City has rejected proposals, all bid proposal securities, except those which may have been forfeited, will be returned to the respective bidders whose proposals they accompanied.

69. Performance Bond. The successful bidder will be required to furnish a performance bond on the form furnished by City, in a sum of not less than 20% of the annual amount of the contract to guarantee the faithful performance of this contract. The bond must be approved as to sufficiency and qualifications of the surety by the Controller. The bond must be renewed annually for multi-year contracts.

70. Fidelity Bond. (not used)

71. Insurance. Prior to award, the successful bidder or bidders and any subcontractors will be required to furnish evidence of insurance as follows:

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A. 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:

(1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate for bodily injury, property damage, contractual liability, personal injury, products and completed operations.

(3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(4) Pollution Liability Insurance for clean-up, restoration, transportation, and disposal at an appropriate certified disposal site in an amount not less than \$3,000,000.00 each occurrence combined single limit (true occurrence form), including coverages for on-site or off-site third party claims for bodily injury and property damage.

B. Commercial General Liability, Commercial Automobile Liability and Pollution Liability Insurance policies must be endorsed to provide:

(1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(2) 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 insurance applies separately to each insured against whom claim is made or suit is brought.

C. Contractor hereby agrees to waive Workers' Compensation subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy 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.

D. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to:

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

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E. 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 contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

F. 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.

G. 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.

H. Before commencing any operations under this Agreement, 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. Failure to maintain insurance shall constitute a material breach of this Agreement.

I. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

J. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insureds.

72. Failure to Execute Contract. Within ten (10) business days of the receipt of a notice of award, the bidder to whom the contract is awarded shall deliver the performance bond and/or specified insurance certificates to City. If the bidder fails or refuses to furnish the required bond and/or insurance within ten days after receiving notice from Purchasing, Purchasing may, at its option, determine that this bidder has abandoned its bid. Thereupon the tentative award of said contract to this bidder shall be canceled and City shall notify the bidder's surety and collect on the bidder's bond (or the check accompanying its bid shall be deposited with the Treasurer of the City and County of San Francisco for collection) and the proceeds thereof shall be retained by City as partial liquidated damages for failure of such bidder to properly file the bonds and insurance herein required. The foregoing in no way limits the damages which are recoverable by City whether or not defined elsewhere in the contract documents.

73. Price. Bid prices are to be firm for the duration of the contract. Only the bid prices that appear on City's Contract Proposal Bid Sheets will be considered. No other pages with prices or attached price lists and/or catalog prices will be considered. Bid price to include all costs chargeable to City. Contractor will assume all costs including personnel salaries, transportation and any other expense for the training of his/her employees. No charges to City are to be made for training. All costs to City shall be included in

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prices entered on Bid Sheets. If there is a discrepancy between the Bid Sheet and the People Soft Line Items, the Bid Sheet pricing will prevail. In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

74. Price Adjustment

- A. Biosolids and Grit hauling prices are to remain firm for the first twelve (12) months of the contract. Prices may be adjusted commencing on or after the end of the first twelve (12) month contract period and each twelve (12) month period thereafter during the contract term and for any subsequent extensions upon written approval by the Purchaser. Such adjustment shall be equal to the percentage change (increase or decrease) in the Prevailing Wage Rate (PWR) from the bid due date to the anniversary date of the contract. It shall be the Contractor’s responsibility to request and to provide documentation satisfactory to the Purchaser to support any price adjustment request.

Example of Price Adjustment Calculation based on a change in Prevailing Wage Rate:

<u>Contractor’s Bid Price</u>	<u>PWR on Bid Due</u>	<u>PWR at Date 12 Months</u>	<u>Change in PWR</u>	<u>Percent Change in PWR</u>	<u>Adjusted Price</u>
\$14.00	\$10.00	\$12.00	\$2.00	20%	\$16.80

$$(PWR \text{ at } 12 \text{ Months}) - (PWR \text{ on Bid Due Date}) = \text{Change in PWR}$$

$$\$12.00 - \$10.00 = \$2.00$$

$$(\text{Change in PWR}) / (PWR \text{ on Bid Due Date}) = \text{Percent Change in PWR}$$

$$\$2.00 / \$10.00 = .2 \text{ or } 20\%$$

$$(\text{Percent Change in PWR} \times \text{Contractor’s Bid Price}) + \text{Contractor’s Bid Price} = \text{Adjusted Price}$$

$$(.2 \times 14.00) + 14.00 = \$16.80 \text{ Adjusted Price}$$

- B. Fuel prices shall remain firm for the first calendar year of the contract. Thereafter, Contractor may request a fuel price adjustment due to fluctuations in diesel fuel prices. Changes to the cost of the labor, materials, overhead, or administration will not be considered as cause to adjust fuel prices. Requests for price adjustment for fuel costs may be submitted by the Contractor at least thirty (30) days prior to the anniversary date of the contract.
- C. The City will use the fuel index published by the Energy Information Administration’s Weekly On-Highway Diesel Prices Index to determine the allowable price adjustment. The index is available at: <https://www.eia.gov/petroleum/gasdiesel/> Information will be taken from the California data.
- D. The allowable adjustment will be calculated by dividing the latest available index of the current year by the index at bid due date. To calculate the fuel price adjustment, the City will allow adjustments on 9% of the per load rate and 9% of the per mile rate. The rate structure of a per

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load rate plus per mile rate is explained in Section 76. under “Explanation of rate structure for hauling biosolids, grit, and tanker from TIP”. The factor of 9% will be a constant in the calculations throughout the contract period and any extensions thereof. Fractions of a cent .5 or higher will be rounded up, fractions of a cent .4 or lower will be rounded down. A sample calculation is provided below:

Example: Fuel Adjustment – For Illustration Only

Index on Feb. 15 th 2017	1.50	
Index on Feb. 15 th 2018	1.75	
Percent Change:	16.7%	$[(1.75 / 1.50) - 1 = 0.167]$
Cost per Load:	\$100.00	
Cost per Mile:	\$4.50	
9% of Cost per Load:	\$100.00 x 9% = \$9	
9% of Cost per Mile:	\$4.50 x 9% = \$0.41	
Allowable Increase Cost per Load:	16.7% x \$9 = \$1.5	
Allowable Increase Cost per Mile:	16.7% x \$0.41 = \$0.07	
Adjusted Cost per Load:	\$100.00 + \$1.5 = \$101.5	
Adjusted Cost per Mile:	\$4.50 + 0.07 = \$4.57	

- E.** All requests for price adjustments must be made in writing and shall be submitted at least 30 days prior to the anniversary date of the contract. If approved, the price changes will be implemented with a contract modification. Such adjustments shall commence 30 days after submission of satisfactory documentation and the approval of Purchasing. No more than one price adjustment in any given 12-month period will be approved. Price adjustment requests will not be granted retroactively for past years or years in which the Contractor failed to request price adjustment.

- F. Alternative Fuel** If the Contractor elects to use an alternative fuel, including but not limited to biodiesel, in all vehicles involved in hauling of biosolids and grit, the Contractor may receive an additional one-time fuel adjustment increase of up to 10%. In order to qualify for this adjustment, the Contractor must submit receipts indicating the purchase of alternative fuel to the Biosolids Coordinator. Contractor may be required to provide proof of alternative fuel vehicle ownership. If approved, the alternative fuel adjustment would be effective sixty (60) days after the submittal of receipts.

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75. Bid Price Evaluation.

Explanation of Bid Aggregates

There are two groups of services - Aggregate 1 and Aggregate 2. Aggregates 1 and 2 may be awarded to the same bidder or to separate bidders. Aggregate 1 includes six (6) services and Aggregate 2 includes three (3) services. Bidders must provide a bid on each service within the aggregate to be awarded that aggregate or Bidder may be deemed non-responsive for that aggregate. Additional details for each service are in Appendix 1. The services in Aggregate 1 will be awarded as a group to the lowest responsive and responsible bidder based on the evaluation formula for Aggregate 1 described in this section. The services in Aggregate 2 will be awarded as a group to the lowest responsive and responsible bidder based on the evaluation formula for Aggregate 2 described in this section.

Aggregate 1. Hauling biosolids and grit, and roll off bin services at Treasure Island Treatment Plant (TIP)

- Rate for hauling biosolids and/or grit (Base price plus per mile rate) See Appendix 1. Item A.
- Monthly rental of a 30 yard roll-off debris box at TIP (Price per month) See Appendix 1. Item B.
- Rate for standby time at TIP over 30 minutes (Price per hour) See Appendix 1. Item M.
- Rate for extraordinary pick up (Price per event) See Appendix 1. Item J
- Rate for trailer moving during digester cleaning at Southeast Treatment Plant (Price per hour). See Appendix 1. Item C. (This item is for information purposes only and will not be evaluated)

Aggregate 2. Tanker rental and hauling at Treasure Island Treatment Plant (TIP)

- Rate for monthly rental of a 5,500 gallon tanker at TIP (Price per month) See Appendix 1. Item S.
- Rate for hauling a tanker truck from TIP (Base price plus price per mile) See Appendix 1. Item T.
- Rate for standby time for tanker transport over one (1) hour (Price per hour) See Appendix 1. Item U.

Explanation of rate structure for hauling biosolids, grit, and tanker from TIP

This contract will require hauling services to multiple different end use locations. Current end use locations are listed in Section 83D. End use locations not currently in use by the City may be added in the future. These new sites may be closer or further away than current end use locations. The rate awarded for this contract will be used for transportation to all current and future end use locations. To account for the uncertainty this creates for Contractor and the City, the rate structure for hauling fees is a base price plus a price per mile.

The rate for hauling biosolids will be calculated on a base price plus a price per mile (e.g. \$50 per load delivered plus \$1.25 per mile) based on the round trip mileage between the City's treatment plants and designated end use sites. For the purposes of awarding this contract, rates will be evaluated by calculating the price of hauling biosolids a round-trip distance of 90 miles. This billing rate is exclusive of bridge tolls and is applicable seven (7) days per week. No holiday, weekend, or overtime rates will be allowed for hauling biosolids.

Biosolids and Grit Hauling Services
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Example: Base price plus per mile price evaluation for biosolids hauling – For Illustration Only

Rate per load: \$50
Rate per mile: \$1.25/mile
Evaluated distance: 90 miles
Evaluated rate: $\$50 + \$1.25/\text{mile} \times 90 \text{ miles} = \162.5

The rate for hauling grit will be calculated on a base price plus a price per mile (e.g. \$50 per load delivered plus \$1.25 per mile) based on the round trip mileage between the City's treatment plants and designated landfills. For the purposes of awarding this contract, rates will be evaluated by calculating the price of hauling grit a round trip distance of 50 miles. This billing rate is exclusive of bridge tolls and is applicable seven days per week. No holiday, weekend, or overtime rates will be allowed for hauling grit.

The rate for hauling the rented tanker from TIP will be a base price plus a price per mile (e.g. \$50 per load delivered plus \$1.25 per mile) based on the round trip mileage between TIP and the designated end use site. For the purposes of awarding this contract, rates will be evaluated by calculating the price of hauling a tanker a round trip distance of 34 miles. This billing rate is exclusive of bridge tolls and is applicable seven days per week. No holiday, weekend, or overtime rates will be charged for hauling tankers from TIP.

Explanation of evaluation formulas

The services in each aggregate are used at different frequencies by the City. In order to evaluate the lowest bid for each aggregate, the rate given for each service will be multiplied by a percentage and then added together to create a single price for each aggregate. Bids will be evaluated on the single price created for each aggregate less any applicable discounts. The percentages used to determine this evaluated price for each aggregate are shown below. A worksheet for calculating the bid price for each aggregate is included in the Bid Sheet. Purchasing will attempt to evaluate this contract proposal within thirty (30) days after receipt of bid(s).

Percentages for Aggregate 1

- Rate for hauling biosolids x 91.8%
- Rate for hauling grit x 6.8%
- Rate for monthly rental of a 30 yard roll-off debris box at the Treasure Island Plant x 0.4%
- Rate for standby time at the treatment plant x 0.5%
- Rate for extraordinary pick up x 0.5%

Percentages for Aggregate 2

- Rate for monthly rental of a 5,500 gallon tanker at the Treasure Island Plant x 8%
- Rate for hauling a tanker truck from the Treasure Island Plant to the Oceanside Plant x 89%
- Rate for standby time for tanker transport x 3%

Biosolids and Grit Hauling Services
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The following is an example worksheet for calculating the evaluated price for Aggregate 1:

- 1. Biosolids hauling rate per mile _____ x 90 miles = _____ + biosolids hauling rate per load = _____ x 0.918 = _____
- 2. Grit hauling rate per mile _____ x 50 miles = _____ + biosolids hauling rate per load = _____ x 0.068 = ... _____
- 3. Monthly rate for rental of 30 yard roll-off debris box at TIP _____ x 0.004 =
- 4. Hourly rate for standby time at the treatment plant _____ x 0.005 =
- 5. Rate per event for extraordinary pick-up _____ x 0.005 =

Total of lines 1 through 5 equals the evaluated price for Aggregate 1. _____

The following is an example worksheet for calculating the evaluated price Aggregate 2:

- 8. Tanker hauling rate per mile _____ x 34 miles = _____ + tanker hauling rate per load = _____ x 0.89 = _____
- 9. Monthly rate for rental of tanker _____ x 0.08 =
- 10. Hourly rate for standby time at the treatment plant _____ x 0.03 =

Total of lines 8 through 10 equals the evaluated price for Aggregate 2. _____

76. Award. Award will be made to the lowest priced most responsive and responsible bidder in the aggregate as noted on the Bid Sheets. In determining the award, Purchasing will take into consideration, but will not be limited to:

- Compliance with Minimum Requirements
- Price (evaluated)
- Satisfactory review of bidder’s qualifications
- Any other factors deemed pertinent

77. Awarded Services. If, during the term of the contract, a contract service is determined to be unacceptable for a particular department, and such is documented by Purchasing, it is understood and agreed that the service will be canceled and removed from the contract without penalty to City. City’s sole obligation to Contractor is payment for services performed prior to the cancellation date. City shall give Contractor ten (10) days notice prior to any cancellation. City will contract for the required service from any source and in the manner as determined by Purchasing. Contractor must notify Purchasing by certified mail, thirty (30) days in advance of any changes in the services required in the contract. Any changes made without the approval of Purchasing will constitute default and result in City invoking General Condition 12.

78. Additional services

A. If, in the satisfaction of governmental interests, it is necessary to purchase additional services from Contractor, additional services may be added to this contract by mutual agreement of the parties.

B. Aggregated cost of all services added to the contract during the contract term shall not exceed 20% of the total estimated value (cost) of the original contract.

Biosolids and Grit Hauling Services
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SPECIAL CONDITIONS

C. All requests to add additional services to the contract must be submitted by City departments in writing to the Office of Contract Administration – Purchasing (Purchasing). All requests must include complete scope of work, estimated quantities for the remainder of the contract period and a price quotation provided by Contractor, for each service.

D. All additional items or services added to the contract shall be approved through issuance of a contract modification, executed and signed by Purchasing and Contractor.

E. In the event the aggregated cost of the contract increases by more than 20% of the total estimated value of the original contract, or the increase totals more than the Minimum Competitive Amount, the amount over 20%, or the Minimum Competitive Amount, shall be bid in accordance with Standard Purchasing Procedures. The resulting bid award shall be added to the contract through a contract modification (same Contractor) or the issuance of a new contract (new Contractor) and include Contractor's name and information, complete item description, delivery information and pricing information.

F. The contract term for the additional services added to the contract after the initial award shall be the remaining term of the existing contract and any extension thereof.

79. Displaced Worker Protection Act. (Not used)

80. Prop J Approval. (Not used)

81. Ordering. Services to be furnished under this Contract shall be ordered by issuance of a Direct Purchase Order through a release from the appropriate Citywide Blanket Purchase Order by City departments during the effective period of the contract. All invoices for payments shall show the Direct Purchase Order Release Number against the Citywide Blanket Purchase Order assigned by Purchaser to include the complete description of services and contract pricing.

82. Billing.

A. Invoices. All invoices must show the origin and destination of all loads hauled, number of loads hauled, tonnage per load, total bridge tools, total labor hours, Contract Number, Purchase Order Release Number, contract item number, complete description of services performed, contract payment terms and contract price. No minimum services charges are allowed on services covered by this contract. Contractor must accept and process, without any extra charges, orders for any service as requested by City. Failure to submit invoices with all the required information, or invoices that contain inaccurate information will not be processed for payment.

All discount periods will begin only when City receives a properly completed invoice containing all the required information. Invoices must be submitted in Microsoft Excel format and must be submitted both electronically and in hardcopy. Hard copies are to be submitted to the address below:

Lisa Chan
Re: Contract 68382 – Hauling

Biosolids and Grit Hauling Services
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Southeast Water Pollution Control Plant
Bldg. 940, Purchasing Department
750 Phelps Street
San Francisco, CA 94124

B. Bridge Tolls. While hauling the City's biosolids and grit, the Contractor will be compensated according to the tolls listed below:

Golden Gate Bridge: \$35.00/trip State Bridges: \$26.00/trip (Bay Bridge)

Bridge tolls incurred on routes that are not on the standard or approved routes will be paid only with the prior approval of the Biosolids Coordinator. In the event bridge tolls are increased or decreased during the term of this contract, the City shall pay the amount of the adjusted bridge tolls, upon review and approval of documentation/justification.

C. End Use Sites. The City's end use sites are currently used for biosolids and grit management. These sites are listed in Tables 1. and 2. (Refer to 83 D.). Following award, the Contractor shall submit proposed truck routes for the current end use sites; these will be approved or modified by the City's Biosolids Coordinator. Given changing state and local regulations as well as opportunities for new end use sites, the City foresees that new locations will be added to the current list of destinations. The rates awarded for this biosolids and grit hauling contract will be used in conjunction with approved hauling routes to calculate payment to all destinations. A contract modification will not be required for the addition of new destinations. For any new sites that are added to the list of end use sites, the routes and distances used to determine hauling prices will be agreed upon in writing between the Biosolids Coordinator and the Contractor.

D. End Use Site Locations. To assist bidders in understanding the hauling required by the City's biosolids program, the following information is provided. A breakdown of biosolids distribution in 2017 is shown in the table below. Note that the distances are approximate and are only from SEP, not OSP. All trucks hauling biosolids from OSP will travel to SEP to use a certified scale before continuing on to the final destination. The information in Table 1 is for informational purposes only and does not represent the full list of sites that could be accessed nor the quantities that will be delivered to each site. The hauling rate awarded in this contract will be the rate used for all new sites. Loads from OSP accounted for approximately 20% of total loads in 2017, while SEP accounted for 80%. The daily number of biosolids loads on weekdays is currently similar to the daily number of loads on weekends, although there is day-to-day variability depending on biosolids production.

Biosolids and Grit Hauling Services
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Table 1. Biosolids Distribution		
Site	Approximate round trip distance from SEP (exact route and distance must be approved)	Wet tons delivered to site from both OSP and SEP in 2017
Solano County Agricultural Land Application	130 miles	20,236
Sacramento County Agricultural Land Application	240 miles	3,815
Lystek Biosolids Processing	90 miles	5,500
Potrero Landfill	110 miles	20,182
Vasco Landfill	100 miles	13,629
Altamont Landfill	100 miles	362
Central Valley Compost	280 miles	23

Table 2. Grit Distribution		
Ox Mountain Landfill	50 miles	4,070
Hay Road Landfill	130 miles	0

Note: The table above is for informational purposes only. Distributions in 2019 and onward may vary greatly from 2017 totals.

E. Special County Fees

In the event that biosolids end use at particular agricultural land application sites requires payment of special county-imposed fees to support county inspection programs or to defray the cost of road repairs within the county, the Contractor shall designate a number of trailers to haul to each county for each land application season. At the start of each land application season, the Biosolids Coordinator will determine the minimum number of trailers to be used for each county and will compensate the Contractor for the special county-imposed fees associated with the designated number of trailers. The Contractor will be compensated for other additional fees assessed directly to the Contractor by the agricultural land application site operator. Invoices and supporting documents for these fees must be included with all requests for compensation.

83. Payment. In accordance with the prices quoted in the successful bid and subject to any applicable discount provision contained in said bid, City agrees to pay for all services at said rate. City shall make payments to Contractor in arrears, for services actually performed, throughout the term of the contract. Invoices submitted by Contractor must be in a form acceptable to Purchasing and Controller. All amounts paid by City to Contractor shall be subject to audit by City.

84. Multiple Awards. Multiple awards may be made for certain or all services. Awards would be to a primary contractor and a secondary contractor to ensure adequate levels of uninterrupted service. Contractor will be notified by contract acceptance which will designate the primary or secondary contractor. If the primary contractor fails to provide service for any contract items by the required date, then the contractor agreeing to act as a secondary contractor will be required to provide said service. City

Biosolids and Grit Hauling Services
For the Term July 1, 2019 through June 30, 2022

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will pay secondary contractor directly for the service. The secondary contractor shall continue to provide the required service, as required pursuant to the contract, until the primary contractor demonstrates to the satisfaction of City that they are ready, willing and able to provide said service to City. Purchaser reserves the right to request service not readily available from the secondary contractor from any other source if Purchaser deems it is in the public interest to take such action.

85. Change of Contractor. Should this contract necessitate a change in contractor, both contractors shall work in collaboration with each City department as required. The newly awarded contractor shall assume the responsibility to supply all services under this Contract only after receiving confirmation from City that they have met all of the bonding and insurance requirements. Both contractors shall enter into an Assignment and Assumption Agreement.

86. Environment Code Chapter 5, Resource Conservation Ordinance. Not Used.

87. Entire Agreement. This contract sets forth the entire Contract between the parties, and supersedes all other oral or written provisions.

88. Questions. Any questions, objections or clarifications concerning the requirements in this bid proposal must be submitted in writing and emailed to evan.magante@sfgov.org and received no later than five (5) business days prior to the bid due date. Bidders who fail to do so shall waive all further rights to protest, based on these specifications and conditions.

89. Bid Submittal Instructions. Bids are to be submitted before the due time and electronically uploaded into the City's PeopleSoft bidding portal <https://sfsupplierportal.sfgov.org/psp/supplier/SUPPLIER/ERP/h/?tab=DEFAULT>. Bids transmitted by fax or any type of electronic mail will not be accepted. Bids are to be submitted electronically in the City's PeopleSoft system. Bids transmitted by fax or any type of electronic mail will not be accepted.

This bid opportunity has Event ID No. 0000001515, OCA PUC – Biosolids and Grit Hauling Services

- A. Bid Security **must** be delivered in person or mailed to Purchasing prior to the bid due date.

Envelopes must be clearly marked:

*City and County of San Francisco
Office of Contract Administration
1 Dr. Carlton B. Goodlett Place
City Hall, Room 430
San Francisco, CA 94102*

*Reference: Event ID No. 0000001515, OCA PUC – Biosolids and Grit Hauling Services
Attention: Evan Magante, Senior Purchaser*

- B. Upload all required Bid documents via the Supplier Portal:
- I. Page 1 of the Contract Proposal completed and signed.
 - II. Response to Contract Proposal General Condition 39 "Cooperative Agreement."
 - III. Response to Contract Proposal General Condition 58 "Contractors Unable to do Business with the City." (Refer to Bid Questionnaire, page 47)
 - IV. "Bid Sheet" Attachment

Biosolids and Grit Hauling Services
For the Term July 1, 2019 through June 30, 2022

SPECIAL CONDITIONS

- V.** All questionnaires and forms, completed and signed, including signed bid addenda, if applicable.
- VI.** Three (3) verifiable references (Refer to Page 49, Required Information of All Bidders)
- VII.** Equipment list (Refer to Appendix 3)
- VIII.** CMD Attachment 1 (Refer to Attachment D)
- IX.** First Source Hiring Form (Refer to Attachment F)

To receive full consideration, your bid should be unqualified and unconditional.

FOR MORE INFORMATION, call:
Evan Magante, Senior Purchaser
(415) 487-5267

End of Special Conditions

Biosolids and Grit Hauling Services
For the Term July 1, 2019 through June 30, 2022

REQUIRED INFORMATION OF ALL BIDDERS

Bid Questionnaire

1. Are you bidding as specified? YES ___ NO ___
2. Have you registered as a Supplier, through the Supplier Portal?
If not, Supplier Portal?visit our SF City Partner website at:
<https://sfcitypartner.sfgov.org/> YES ___ NO ___
3. Do you have a direct order entry system or other type of system
that can facilitate ordering? YES ___ NO ___
If Yes, specify type. _____
4. Are you able to comply with the Special Condition requirements
of this contract proposal? YES ___ NO ___
5. Are you claiming LBE preference on this bid per Chapter 14B? YES ___ NO ___
If yes, see General Conditions 33 – 36 and check appropriate line below:
____ We are currently certified. CMD has issued us Certification No. _____.
____ We submitted LBE Certification Application to the CMD on _____.
6. If claiming LBE preference, have you submitted proof of supplier
relationships as an authorized dealer (See General Condition 34) YES ___ NO ___
7. Uploaded signed copies of following three forms shown in **CMD Attachment 3** (Attachment D) in
a separate envelope
• CMD Form 2A YES ___ NO ___
• CMD Form 3 YES ___ NO ___
• CMD Form 5 YES ___ NO ___
8. Uploaded signed copy of First Source Hiring Form entitled
“Non-Construction First Source Hiring Employer’s
Projection of Entry level Positions” (Refer to Attachment F) YES ___ NO ___
9. If applicable, have you completed and submitted IRS-Form W-9? YES ___ NO ___
10. Have you submitted/uploaded with your bid all the required documents? YES ___ NO ___
 - a. Page 1 of the Contract Proposal YES ___ NO ___
 - b. Completed Bid Sheet(s) YES ___ NO ___
 - c. All questionnaires and forms YES ___ NO ___
 - d. Three (3) verifiable references YES ___ NO ___

Biosolids and Grit Hauling Services
For the Term July 1, 2019 through June 30, 2022

REQUIRED INFORMATION OF ALL BIDDERS

e. Bid Security YES ____ NO ____

Envelopes must be clearly marked:

*City and County of San Francisco
Office of Contract Administration
1 Dr. Carlton B. Goodlett Place
City Hall, Room 430
San Francisco, CA 94102*

*Reference: Event ID No. 0000001515, OCA TC 68382 - Biosolids and Grit Hauling Services
Attention: Evan Magante, Senior Purchaser*

f. Signed copy of Bid Addenda (if applicable) YES ____ NO ____

g. Equipment list (Refer to Appendix 3) YES ____ NO ____

11. Have you bid on all bid line items within the aggregate on which you are bidding listing the total extended prices in PeopleSoft? YES ____ NO ____

12. Have you completed and uploaded the Bid Sheet and all other required documents in PeopleSoft? YES ____ NO ____

13. Section 58 "Contractors Unable to do Business with the City Please fill in the following sentence":

I certify that my company is headquartered at the following address:

Street _____

State/Zip Code _____

I will notify the City if my company's headquarters moves.

14. Has your company enrolled to receive direct deposit payments from the City? YES ____ NO ____

Biosolids and Grit Hauling Services
For the Term July 1, 2019 through June 30, 2022

REQUIRED INFORMATION OF ALL BIDDERS

Company Information

Name of Firm: _____

Address: _____

Phone No.: _____ Fax: _____

Email address: _____

Toll Free Phone No.: _____

Contact Name: _____

Title: _____

Signature & Date _____ Date: _____

Federal Tax I.D. No: _____

Payment Terms: _____

Person preparing bid: _____

Local Representative: _____

Address: _____

Phone: _____

Fax: _____

What is the telephone number, fax number and email address for placing orders?

Telephone: () _____

Toll Free: () _____

Fax: () _____

Email: _____

24 hour Emergency: Telephone () _____

Biosolids and Grit Hauling Services
For the Term July 1, 2019 through June 30, 2022

REQUIRED INFORMATION OF ALL BIDDERS

References

All bidders, including current Contractor, must provide at least three (3) references for organizations of the same approximate size, level of service and volume as described in this contract. At least one (1) reference must demonstrate one (1) year of successful hauling within the last three (4) years.

1. _____

Name of Company	Contact	Phone No.	
Address	City	State	Zip
No. of Yrs of Service _____	Email (Required): _____		

2. _____

Name of Company	Contact	Phone No.	
Address	City	State	Zip
No. of Yrs of Service _____	Email (Required): _____		

3. _____

Name of Company	Contact	Phone No.	
Address	City	State	Zip
No. of Yrs of Service _____	Email (Required): _____		

4. _____

Name of Company	Contact	Phone No.	
Address	City	State	Zip
No. of Yrs of Service _____	Email (Required): _____		

Successful bidder may be required to submit a letter of reference from each reference listed within five (5) business days of notification. Failure to do so may result in rejection of bid.

Biosolids and Grit Hauling Services
For the Term July 1, 2019 through June 30, 2022

REQUIRED INFORMATION OF ALL BIDDERS

Release of Liability – For References

The undersigned hereby fully and forever release, exonerate, discharge and covenant not to sue the City, its commissions and boards, officers and employees, and all individuals, entities and firms providing information, comments, or conclusions ("Reference Information") in response to inquiries that the City may make regarding the qualifications or experience of a Prime proposer, proposed joint venture partner, proposed subconsultant or proposed key/lead team member in connection with the selection process for **Sourcing Event 0000001515: OCA PUC - Biosolids and Grit Hauling Services** from and for any and all claims, causes of action, demands, damages, and any and all liabilities of any kind or description, in law, equity, or otherwise arising out of the provision of said Reference Information. This Release and Waiver is freely given and will be applicable whether or not the responses by said individuals, entities or firms are accurate or not, or made willfully or negligently.

Company Name

Signature of Authorized Representative of Company

Date

Print Name and Title

Standard Bid Forms

Before the City can award a contract to any supplier, that supplier must register as a City vendor. Because many Contractors have already completed the necessary registration forms, and because some informational forms are rarely revised, the City has not included them in the bid package. Information and training videos in connection with vendor registration can be found online at <https://sfcitypartner.sfgov.org/>.

Additional information can be found at the following websites:

- Local Business Enterprise certification: <http://sfgov.org/cmd/14b-local-business-enterprise-ordinance>
- S.F. Administrative Code Chapters 12B and 12C Declaration: Nondiscrimination in Contracts and Benefits: <http://sfgov.org/cmd/12b-equal-benefits-program>
- Office of Contract Administration: <http://sfgov.org/oca/>
- Supplier Portal, visit our SF City Partner website at: <https://sfcitypartner.sfgov.org/>

If you experience any issues please email sfcitypartnersupport@sfgov.org or call the Supplier Support Desk at (628) 652-5000. during normal business hours from 9am to 5pm.

Contract Proposal 68382 - Biosolids and Grit Hauling Services
BID SHEET

Company Name: _____

Company Representative: _____

Signature: _____

AGGREGATE 1: Biosolids and Grit Hauling			
1.	Biosolids Hauling. The base price plus mileage rate is applicable seven (7) days per week. No holiday or overtime rates apply. Do not include bridge tolls. Rate shall be fixed for the initial three (3) year term of the contract except for annual adjustments for fuel costs. Est: 8 trips per day but possibly 13 or more trips per day from SEP and 1-2 trips daily but possibly 3 or more trips daily from OSP Biosolids Hauling. Refer to Appendix 1, item A.	Base Price (Price per every load delivered) \$ _____/load *Refer to Special Condition 76. Price per mile (Additional price on top of base price calculated on rountrip mileage of delivery) \$ _____/mile *Refer to Special Condition 76.	
2.	Grit Hauling. The base price plus mileage rate is applicable seven (7) days per week. No holiday or overtime rates apply. Do not include bridge tolls. Rate per mile shall be fixed for the initial three (3) year term of the contract except for annual adjustments for fuel costs. Service will be requested as needed. Refer to Appendix 1, item A.	Base Price (Price per every load delivered) \$ _____/load *Refer to Special Condition 76. Price per mile (Additional price on top of base price calculated on rountrip mileage of delivered) \$ _____/mile *Refer to Special Condition 76.	
3.	Standby pay. Hourly rate for time spent at plant over 30 minutes. Refer to Appendix 1, item M.	\$ _____/hour	
4.	Extraordinary Pick-up. Rate for Contractor to pick up biosolids. Refer to Appendix 1, item J.	\$ _____/pick-up	
5.	Monthly rental of 30-yard debris box. For use at TIP for grit and undigested, dewatered sludge. Refer to Appendix 1, item B.	\$ _____/month	
6.*	Digester cleaning. One (1) driver and tractor to move onsite trailers at SEP as requested by Plant Superintendent or designee, as needed. Refer to Appendix 1, item C.	\$ _____/hour	
7.*	Trailers for digester cleaning. Four (4) trailers provided by Contractor to be used for digester cleaning. Price per mobilization of trailers as well as price per day of use. Refer to Appendix 1, item C.	\$ _____/mobilization	\$ _____/day

*Items 6. and 7. are for informational purposes and will NOT be a part of the bid evaluation.

Evaluation Formula for Aggregate 1.

1. Biosolids hauling rate per mile \$ _____ x 90 miles = \$ _____ + biosolids hauling rate per load = \$ _____ x 0.918 =	\$ _____
2. Grit hauling rate per mile \$ _____ x 50 miles = \$ _____ + biosolids hauling rate per load = \$ _____ x 0.068 =	\$ _____
3. Monthly rate for rental of 30 yard roll-off debris box at TIP = \$ _____ x 0.004 =	\$ _____

4. Hourly rate for standby time at the treatment plant = \$ _____ x 0.005 = \$ _____
5. Rate per event for extraordinary pick-up = \$ _____ x 0.005 = \$ _____
Add lines 1. through 5., this is the Total Evaluation Price for Aggregate 1. \$

AGGREGATE 2: Tanker Rental and Hauling at Treasure Island Treatment Plant (TIP)				
8.	Hauling Rate for TIP Tanker. The base price plus mileage rate is applicable seven (7) days per week. No holiday or overtime rates apply. Do not include bridge tolls. Rate shall be fixed for the initial three (3) year term of the contract except for annual adjustments for fuel costs. Refer to Appendix 1, item T.	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;"> Base Price (Price per every load delivered) \$ _____/load *Refer to Special Condition 76. </td> <td style="width: 50%;"> Price per mile (Additional price on top of base price calculated on rountrip mileage of delivery) \$ _____/mile *Refer to Special Condition 76. </td> </tr> </table>	Base Price (Price per every load delivered) \$ _____/load *Refer to Special Condition 76.	Price per mile (Additional price on top of base price calculated on rountrip mileage of delivery) \$ _____/mile *Refer to Special Condition 76.
Base Price (Price per every load delivered) \$ _____/load *Refer to Special Condition 76.	Price per mile (Additional price on top of base price calculated on rountrip mileage of delivery) \$ _____/mile *Refer to Special Condition 76.			
9.	Monthly Rental of TIP Tanker. 5,500 gallon tanker to be left at TIP and periodically hauled to OSP or possibly another site. Refer to Appendix 1, item S.	\$ _____/month		
10.	Standby pay. Hourly rate for time spent at a single plant over 1 hour. Refer to Appendix 1, item U.	\$ _____/hour		
Evaluation Formula for Aggregate 2.				
8. Tanker hauling rate per mile \$ _____ x 34 miles = \$ _____ + tanker hauling rate per load = \$ _____ x 0.89 = \$ _____				
9. Monthly rate for rental of TIP tanker = \$ _____ x 0.08 = \$ _____				
10. Hourly rate for standby time at the treatment plant = \$ _____ x 0.03 = \$ _____				
Add lines 8. through 10., this is the Total Evaluation Price for Aggregate 2. \$				

Payment Terms: _____% Cash Discount for Payment in _____ Days. (See Bid and Contract Condition 12)

**Note: Award will be made in the aggregate. Bidder must bid on all line items per aggregate. Failure to do so will result in a non-responsive bid.*

SAN FRANCISCO ADMINISTRATIVE CODE
CHAPTER 21C: MISCELLANEOUS PREVAILING WAGE REQUIREMENTS

SEC. 21C.5. PREVAILING RATE OF WAGES AND WORKER RETENTION REQUIRED FOR WORKERS ENGAGED IN HAULING OF SOLID WASTE GENERATED BY THE CITY IN THE COURSE OF CITY OPERATIONS.

(a) Prevailing Wage Requirement. Every Contract awarded by the City for the hauling of solid waste generated by the City in the course of City operations must require that any Individual engaged in the hauling of solid waste be paid not less than the Prevailing Rate of Wages, including fringe benefits or the matching equivalents thereof, paid in private employment for similar work in the area in which the Contract is being performed.

(b) Definitions. For purposes of this Section, the following definitions shall apply to the terms used herein.

- (1) "Contract" shall mean an agreement with the City for the hauling of solid waste, generated by the City in the course of City operations, to be performed at the expense of the City or to be paid out of moneys deposited in the treasury or out of trust moneys under the control or collected by the City. For purposes of this Section, "Contract" shall not include (a) a permit issued under the Refuse Collection and Disposal Ordinance, Appendix 1 of the San Francisco Administrative Code, or (b) a contract governed by the provisions of Chapter 6 of the San Francisco Administrative Code. Should the Administrative Code be amended to change the permit process contained in Appendix 1 to a franchise process, or any other process for authorizing refuse collection and disposal within the City, it shall be City policy to require refuse companies to pay the prevailing wage to any individual engaged in the hauling of refuse, recyclables, compostables and solid waste within the City.
- (2) "Hauling" of solid waste shall mean collection and transport of solid waste generated by the City in the course of City operations. For purposes of this Section, "hauling" shall not include "solid waste disposal" or "disposal" as defined in Section 40192 of the California Public Resources Code.
- (3) "Prevailing Rate of Wages" shall mean that rate of compensation as determined in Section 21C.7.
- (4) "Solid Waste" shall mean "solid waste" as defined in Section 40191 of the California Public Resources Code and includes material collected for "recycling" as defined in Section 40180 of the California Public Resources Code.

(c) Preemption. Nothing in this Section shall be interpreted or applied so as to create any power or duty in conflict with any federal or state law.

(d) Prospective Application. This Section is intended to have prospective effect only, and shall not be interpreted to impair the obligations of any pre-existing Contract entered into by the City. This Section shall only apply to Contracts entered into on or after the effective date of this Section.

(e) Severability. If any part or provision of this Section, or the application thereof to any Person or circumstance, is held invalid, the remainder of this Section, including the application of such part or provisions to other Persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, the provisions of this Section are severable.

SAN FRANCISCO ADMINISTRATIVE CODE
CHAPTER 21C: MISCELLANEOUS PREVAILING WAGE REQUIREMENTS

SEC. 21C.7. STANDARD PROVISIONS GOVERNING THE PREVAILING RATE OF WAGES, WORKER RETENTION, AND USE OF EMPLOYEES FOR WORK UNDER CITY CONTRACTS FOR CERTAIN SERVICES.

(a) Prevailing Wage Requirement. Every Covered Contract issued by the City and County of San Francisco must require that any Individual performing services thereunder be paid not less than the Prevailing Rate of Wages.

(b) Definitions. For purposes of this Chapter 21C, the following definitions shall apply to the terms used herein.

"City" shall mean the City and County of San Francisco.

"Contracting Officer" shall mean any officer or employee of the City authorized to enter into a Covered Contract on behalf of the City.

"Contractor" shall mean any Person who submits a bid or proposal and/or enters into a Covered Contract.

"Covered Contract" shall mean an agreement between the City and a Contractor for the following services: "Motor Bus Services" as defined in Section 21C.1, subject to the provisions of Section 21C.1; "Janitorial Services" as defined in Section 21C.2; "Public Off-Street Parking Lots, Garages, or Storage Facilities for Automobiles" as defined in Section 21C.3; "Theatrical Services" as defined in Section 21C.4; "Solid Waste Generated By The City In Course of City Operations" as defined in Section 21C.5; "Moving Services" as defined in Section 21C.6; "Trade Show and Special Event Work" as defined in Section 21C.8; "Broadcast Services" as defined in Section 21C.9 and "Loading, Unloading, and Driving of Commercial Vehicles" under Section 21C.10 and "Security Guard Services" as defined in Section 21C.11.

"Individual" shall mean any person who performs work under a Covered Contract.

"Permit" shall mean a permit to use City property, and shall include a permit to use a public right of way, including a street or sidewalk encroachment permit or closure permit, including but not limited to an ISCOTT (Interdepartmental Staff Committee on Traffic and Transportation) permit.

"Person" shall mean any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ or hire individuals or enter into contracts.

"Prevailing Rate of Wages" shall mean that rate of compensation, including fringe benefits or the matching equivalents thereof, being paid to a majority of workers engaged in the services for which a Covered Contract is entered into by the City and County of San Francisco, if a majority of such workers are paid at a single rate; if there is no single rate being paid to a majority, then the prevailing rate shall be that single rate being paid to the greatest number of workers.

"Subcontract" shall mean any agreement under or subordinate to a prime Contract.

"Subcontractor" shall mean any Person who enters into a Subcontract with a Contractor.

(c) Prevailing Wage Rate Requirements.

(1) Determination of Prevailing Rate of Wages. It shall be the duty of the Board of Supervisors, from time to time and at least once during each calendar year, to fix and determine the Prevailing Rate of Wages paid in private employment in the City for Individuals engaged in services under Covered Contracts including such rate of wages paid for overtime and holiday work, which said Prevailing Rate of Wages shall be fixed and determined as follows:

The Civil Service Commission shall furnish to the Board of Supervisors on or before the first Monday in November of each year, data as to the Prevailing Rate of Wages for Individuals engaged in services under Covered Contracts including such rate of wages paid for overtime and holiday work, and the Board of Supervisors shall, upon receipt of such data, fix and determine the Prevailing Rate of overtime and holiday work, as paid for similar work in the City in private employment. Such Prevailing Rate of Wages as so fixed and determined by the Board of Supervisors shall remain in force and shall be deemed to be the Prevailing Rate of Wages paid in private employment for similar work, until the same is changed by the Board of Supervisors.

In determining the Prevailing Rate of Wages, as provided for in this Section, the Board of Supervisors shall not be limited to the consideration of data furnished by the Civil Service Commission, but may consider such other evidence upon the subject as the Board of Supervisors shall deem proper and thereupon base its determination upon any or all of the data or evidence considered.

For purposes of this Section, the Civil Service Commission shall provide data on and the Board shall certify two components for each craft, classification, and type of work, which together shall be deemed the "Prevailing Rate of Wages": (1) the basic hourly wage rate and (2) the hourly rate of each fringe benefit, which together equal the hourly prevailing rate of wages. The Civil Service Commission shall provide this data to the Board of Supervisors within days of the effective date of this Section.

(2) Contracting Officers. Each bid or proposal for a Contract shall include, on a form provided by the Contracting Officer, the (a) basic hourly rate of wages to be paid by the

Contractor and Subcontractor, if any, for each craft, classification, or type of work to be performed by Employees under the Contract, and (b) for each required fringe benefit, the hourly cost of each fringe benefit, or cash equivalent, the Contractor and Subcontractor, if any, intend to provide. In meeting the Prevailing Rate of Wages, no amount of fringe benefit credit shall be used to reduce the obligation to pay the basic hourly straight time or overtime wage rate. The Contracting Officer shall reject any bid or proposal that does not include payment of the Prevailing Rate of Wages as defined in this Section. This provision shall become operative after the Board of Supervisors adopts a "Prevailing Rate of Wages" under Subsection (c)(1) that includes a wage rate and the hourly rate of each fringe benefit.

(3) Contractual Provision Concerning Prevailing Wage Rate Requirement. All Contracts subject to this Section shall include a provision in which the Contractor agrees to comply with, and to require Subcontractors to comply with, the prevailing wage rate requirement imposed by this Section.

(4) Enforcement of Prevailing Wage Rate Requirements. Where the Contracting Officer or the Labor Standards Enforcement Officer determines that a Contractor or a Subcontractor may have violated the prevailing wage rate requirements of this Section, the Contracting Officer or Labor Standards Enforcement Officer shall send written notice to the Contractor of the possible violation (a "violation notice"). 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 thereon unless within thirty (30) days of receipt of the violation notice the Contractor has either (i) cured the violation or (ii) established by documentary evidence, including but not limited to payroll records, the truth and accuracy of which is attested to by affidavit, proof of compliance with the provisions of this Section. For purposes of this Section, where a Contractor or Subcontractor fails to pay at least the Prevailing Rate of Wages to Individuals as required by this Section, the Contractor shall have "cured the violation" once the Contractor or Subcontractor reimburses such Individuals by paying each individual the balance of what he or she should have earned in accordance with the requirements of this Section, plus an annualized rate of interest of ten percent (10%). In addition to, or instead of terminating the Contract, if the Contracting Officer or the Labor Standards Enforcement Officer finds that the Contractor has willfully violated the requirements of this Section, the Contracting Officer or the Labor Standards Enforcement Officer, shall assess a penalty (a "willful violation penalty") of not more than ten (10%) percent of the dollar amount of the Contract, such sums to be deposited in the fund out of which the Contract is awarded or, if none exists, the General Fund. The Contracting Officer or Labor Standards Enforcement Officer may impose such willful violation penalty regardless of whether the Contractor has cured the violation.

(d) Transition Employment Requirements. The City has an important proprietary interest in maintaining the stability of the workforce engaged by a Contractor or Subcontractor under a Covered Contract. Turnover of experienced workers resulting from a change in the City's Contractor jeopardizes the quality, efficiency, and cost-effectiveness of service provided to the City under the successor Contract. All Covered Contracts shall impose the following obligations on the Contractor and Subcontractor.

(1) Where the Contracting Officer has given notice that a Covered Contract will be bid, or where a Contractor has given notice of termination, upon giving or receiving such notice, as the case may be, the Contractor ("ending Contractor") shall, within ten days thereafter, provide to the Contracting Officer and the Purchaser, for each Employee who worked at least 15 hours per week for the ending Contractor, the name, date of hire, number of hours and months worked in total for the employer, wage rate, and employment occupation classification. This provision shall also apply to the subcontractors of the ending Contractor.

Where a Subcontractor has been terminated prior to the termination or ending of the Contract, the Subcontractor shall for the purposes of this Section be deemed an ending Contractor.

All requests for bids for Covered Contracts shall include the information listed above for Employees and shall notify prospective bidders about the Transition Employment requirements of this Section.

(2) A successor Contractor shall retain, for a six-month transition employment period, Employees who have worked at least 15 hours per week and have been employed by the ending Contractor or its Subcontractors, if any, for the preceding twelve months under the Covered Contract, providing that just cause does not exist to terminate such Employee. The ending Contractor's Employees who worked at least 15 hours per week shall be employed in order of their seniority with the predecessor within job classification and shall be paid the Prevailing Rate of Wages to which they were entitled when employed by the ending Contractor. This requirement shall be stated by the City in all initial bid packages involving a Covered Contract.

(3) If at any time a successor Contractor determines that fewer Employees are required to perform the new Contract than were required by the ending Contractor (and Subcontractors, if any), the successor Contractor shall retain Employees by seniority within job classification.

(4) During such six-month period the successor Contractor (or Subcontractor, where applicable) shall maintain a preferential hiring list of eligible covered Employees not retained by the successor Contractor (or Subcontractor) from which the successor Contractor (or Subcontractor) shall hire additional Employees.

(5) During the six-month period, the successor Contractor (or Subcontractor, where applicable) shall not discharge without cause an Employee retained pursuant to this Subsection. "Cause," for this purpose, shall include, but not be limited to, the Employee's conduct while in the employ of the ending Contractor or Subcontractor that contributed to any decision to terminate the Contract or Subcontract for fraud or poor performance, excluding permissible union-related activity.

(6) At the end of the six-month period, a successor Contractor (or Subcontractor, where applicable) shall perform a written performance evaluation for each Employee retained pursuant to this Subsection. If the Employee's performance during such six-month period is satisfactory, the successor Contractor (or Subcontractor) shall offer the Employee continued employment under the terms and conditions established by the successor Contractor (or Subcontractor) or as required by law.

(7) All Covered Contracts subject to this Section shall include a provision in which the Contractor agrees to require any Subcontractor to comply with the obligation imposed by this Subsection (d).

(8) Successor's Prior Employees. Notwithstanding the provisions of this Subsection (d), a successor Contractor or Subcontractor may replace an Employee otherwise entitled to be retained with a person employed by the Contractor or Subcontractor continuously for twelve months prior to the commencement of the successor Contract or Subcontract in a capacity similar to that proposed under the successor Contract or Subcontract. This provision shall apply only where the existing Employee of the successor Contractor or Subcontractor would otherwise be laid off work as a result of the award of the successor Contract.

(9) The retention requirements of this Subsection (d) shall not apply where there is no successor Contractor or Subcontractor. For example, where a Contract is for services over a single day, week, or month for a discrete nonrepeating event there is no successor and the retention requirements described herein are inapplicable.

(10) For the purposes of this Subsection (d) on Transition Employment Requirements only, the term "Employee" shall include any person who performs work under a Covered Contract but shall not include an individual who serves in a managerial, supervisory, or confidential capacity, including those individuals who would be defined as such under the Fair Labor Standards Act.

(11) Enforcement. An Employee who has not been hired or has been discharged in violation of this Section by a successor Contractor or its Subcontractor may bring an action in the Superior Court of the State of California, as appropriate, against the successor Contractor and, where applicable, its Subcontractor, and shall be awarded back pay, including the value of benefits for each day during which the violation continues, which shall be calculated at a rate of compensation not less than the higher of:

(i) The average regular rate of pay received by the Employee during the last three years of the Employee's employment in the same occupation classification; or

(ii) The final regular rate received by the Employee.

If the Employee is the prevailing party in any such legal action, the Court shall award reasonable attorney's fees and costs as part of the costs recoverable.

(12) This Section is not intended to create a private right of action against the City and County of San Francisco.

(13) If during the term of a Covered Contract, a Contractor (or Subcontractor engaged by said Contractor) violates the worker transition requirements of this Subsection (d), the Contractor or Subcontractor shall be subject to the enforcement remedies as set forth in Subsection (c)(4), including termination of the Contract or Subcontract and penalties for willful violation.

(e) Requirement of Employer-Employee Relationship.

(1) The City has an important proprietary interest in maintaining the stability of the workforce engaged by a Contractor for a Covered Contract by ensuring that individuals working pursuant to City contracts have the protections afforded by state and municipal laws governing employment. In order for the City to maintain the integrity of its contracting process, the city's prevailing wage laws ensure contractors a level playing field on which to bid for contracts. When contractors are allowed to classify workers as independent owner operators, contractors can appear to pay the prevailing wage when in reality, after the owner operator's operating costs are taken into account, the owner operator receives less than the prevailing wage for his or her labor. This outcome contradicts one of the goals of the prevailing wage law, which is to provide for fair competition among contractors, all of whom must pay workers, at a minimum, the same prevailing rate of wages and benefits. The City's proprietary interest is such that employment of Employees in an Employer-Employee relationship shall be required for all work done under any Covered Contract.

(2) Every Covered Contract shall require the Contractor (and Subcontractors, if any) to perform said Contract, with Individuals employed by said Contractor or Subcontractor in an Employer-Employee relationship as defined by California law.

(3) No Covered Contract shall be awarded by the City to a Contractor and/or Subcontractor who proposes to perform the Contract with self-employed persons or independent contractors.

(4) If during the term of a Covered Contract, a Contractor (or Subcontractor engaged by said Contractor) engages any self-employed persons or independent contractors to perform the Contract for a period of three (3) days or more, the Contractor or Subcontractor shall be subject

to the enforcement remedies as set forth in Subsection (c)(4), including termination of the Contract or Subcontract and penalties for willful violation.

(5) Contractors shall be fully responsible for the compliance of Subcontractors with this provision. Contractors shall be jointly and severally liable for any penalties assessed against their Subcontractors in the event that the Subcontractor is unable or unwilling to pay a penalty.

(f) Preemption. Nothing in this Section shall be interpreted or applied so as to create any power or duty in conflict with any federal or state law.

(g) No Cause of Action Against City. This Section is not intended to create a private right of action against the City.

(h) Prospective Application. This Section is intended to have prospective effect only, and shall not be interpreted to impair the obligations of any pre-existing Contract entered into by the City. This Section shall only apply to Contracts entered into on or after the effective date of this Section.

(i) Severability. If any part or provision of this Section, or the application thereof to any Person or circumstance, is held invalid, the remainder of this Section, including the application of such part or provisions to other Persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, the provisions of this Section are severable.

Office of Labor Standards Enforcement: Solid Waste Hauler - Prevailing Wage Summary Table (<https://sfgov.org/olse/prevailing-wage-non-construction>)

This chart estimates typical wage rates and fringe benefits required by the Collective Bargaining Agreement between Recology Sunset & Recology Golden Gate and Sanitary Truck Drivers and Helpers Union Local 350, IBT (**Attachment 10**) for Drivers in effect from January 1, 2012 to December 31, 2016. **The chart does NOT include all the information contained in the Collective Bargaining Agreement.** Please refer to **Attachment 10** for complete information on wages and fringe benefits. See Section 5 for basic hourly rates for other job classifications (such as Helper/Driver, Recycling Collector, etc.).

CRAFT (JOURNEY LEVEL)	EMPLOYER PAYMENTS							STRAIGHT-TIME		OVERTIME HOURLY RATE	
	A Basic Hourly Rate	C Vacation: Increases after Years 1, 2, 4, 7, 12, 20, and	E Holiday (12 / year)	E Health & Welfare	G Pension	H RSP (Retirement Health Insurance)	HOURS	HOURLY RATE	ESTIMATED RATE 1.5 X	ESTIMATED RATE 2 X	
Rates for Individual engaged in the hauling of Solid Waste as a Comercial Drivers or Route Leadperson Fantastic 3 who have been employed by the employer for 6 months prior to Jan. 1 2012 or for new hires after 36 months of employment.											
Commercial Driver / Route Leadperson Fantastic 3	A, B \$ 47.81	D \$ 2.76	\$ 2.21	F \$ 12.40	F \$ 8.28	G \$ 3.35	\$ 8.00	H \$ 76.81	I \$ 100.72	I \$ 124.62	

Footnotes

A. New Hire Wages: New hires shall work under the applicable percentage in the employee's classification. During 1st 12 months of employment - 80% of hourly wage. During 2nd 12 months of employment - 85% of hourly wage. During 3rd 12 months of employment - 90% of hourly wage. After completion of 36 months - 100% of hourly wage. See Section 5(e) of the Agreement for details.

B. Basic hourly rates increase a minimum of 3% and a maximum of 5 or 6% each year based on the increase in the BLS Consumer Price Index - All Urban Consumers for San Francisco-Oakland-San Jose area. See Section 5 of the Agreement for details.

C. Vacation rates vary based on length of employment. Employees are entitled to 1 week after 1 year of continuous employment; 2 weeks after 2 years; 3 weeks after 4 years; 4 weeks after 7 years; 5 weeks after 12 years; 6 weeks after 20 years; 7 weeks after 25 years; and 8 weeks after 30 years. Rate listed represents the vacation rate after 4 years. See Section 9 of the Agreement for details.

D. Vacation rates vary. (see Footnote C). The sample vacation rate shown here is for an employee who has been in the services of the employer continuously for 4 years and receives 3 weeks of vacation benefits.

E. Please see Section 8 of the Agreement for a list of recognized holidays.

F. Specific contribution requirements for Health and Welfare vary. Please refer to Section 11(a) of the Agreement for details. The sample rate shown here is the average hourly employer contribution, as provided by Recology Sunset Scavenger and Recology Golden Gate (see attachment). They are estimates only. The Agreement provides that employees who work 80 hours per week or more per month receive the Recology Health, Life and Long-Term Disability Package.

G. Specific contribution pension requirements vary. Please refer to Section 11(e) of the Agreement for details. The sample rate shown here is the average hourly employer contribution, as provided by Recology Sunset Scavenger and Recology Golden Gate (see following page). They are estimates only. Please contact the Teamsters Benefit Trust for detailed current rates.

H. Specific contribution requirements for Retirement Health Insurance vary. Please refer to Section 11(d) of the Agreement for details. The sample rate shown here is the average hourly employer contribution, as provided by Recology Sunset Scavenger and Recology Golden Gate (see following page). They are estimates only.

I. Vacation rates, Health & Welfare, Pension, and Retirement Health Insurance Rates under this agreement all vary, and the actual Hourly Rate may be higher or lower than the estimate shown here. Please refer to the Collective Bargaining Agreement for complete requirements.

CITY & COUNTY OF SAN FRANCISCO CONTRACT MONITORING DIVISION



CMD ATTACHMENT 1

Requirements for Construction Contracts

For Contracts \$300,000 & over that are Advertised on or after August 1, 2016

PART I. GENERAL

1.01 SAN FRANCISCO ADMINISTRATIVE CODE CHAPTERS 12B AND 14B

- A. To be eligible for this contract award, bidders must agree to comply with the Local Business Enterprise ("LBE") requirements sanctioned by San Francisco Administrative Code Chapter 12B, Section 12B.4, and Chapter 14B (where applicable), and its implementing Rules and Regulations. Chapters 12B and 14B are administered and monitored by the San Francisco Contract Monitoring Division ("CMD").
- B. Chapters 12B and 14B and their implementing Rules and Regulations are incorporated by reference herein as though fully set forth and provide that the failure of any bidder or contractor to comply in good faith with these requirements shall be deemed a material breach of contract. Copies of both Chapters 12B and 14B and their implementing Rules and Regulations are available on the CMD website at <http://www.sfgov.org/cmd>.
- C. Chapter 14B allows for bid discounts for CMD certified firms, subject to certain limitations and exceptions. The Certification application is available on the CMD website at <http://www.sfgov.org/cmd>.

IMPORTANT NOTICE: In this CMD Attachment 1, the term "LBE" refers to only San Francisco ("SF") CMD Certified LBEs and NPEs and, therefore, does not include SFPUC LBEs.

*For assistance with this CMD Attachment
and/or assistance with the Equal Benefits Program,
please contact the CMD Main Office at (415) 581-2310*



1.02 SUBMISSION OF CMD FORMS

- A. Failure to complete or submit any of the forms may cause the bidder to be deemed non-responsive and ineligible for contract award. For negotiated contracts: The schedule for the submission of forms will be established by the CMD in conjunction with the Contract Awarding Authority on a contract-by-contract basis.

NOTE: FORM 2A: CMD LBE Subcontractor Participation Form is no longer in use. The information previously required under that form shall be included by the bidder as part of **DOCUMENT 00435** or **Section 00 43 36** of the Bid Documents.

1. In addition to meeting the requirements of the "Subletting and Subcontracting Fair Practices Act," Bidder shall list on Document 00435 or Section 00 43 36 **ALL** LBE subcontractors, suppliers, and service contractors (such as truckers), including their respective subcontract dollar amounts and portion of work to be performed, it wishes to utilize toward the Contract's LBE subcontracting participation requirement. Failure to include this information may make it impossible for the City to determine whether or not Bidder has met the LBE subcontracting participation requirement, and the bid may be deemed non-responsive.
2. Bidders and subcontractors must be certified as LBEs on the bid due date to qualify for the bid discount or to qualify to meet the LBE subcontracting participation requirement.
3. Any bidder or subcontractor who is in the process of appealing the Director's denial of certification or revocation of certification shall not be considered an LBE.

FORM 2A-A: CMD Construction Alternates Participation Form is no longer in use. The information previously required under that form shall be included by the bidder as part of **DOCUMENT 00435A** or **Section 00 43 37** of the bid specifications.

Bidder must complete and submit Document 00435A or **Section 00 43 37** with its bid in order for the bidder to receive credit for LBE participation on alternates. Compliance with the subcontracting participation requirement is determined on the amount of the base bid. However, listed LBE subcontractor participation on City-selected alternates may be credited where the LBE subcontracting participation requirement is not met on the base bid. LBEs that are listed on the base bid should be listed again on Document 00435A or **Section 00 43 37** for each alternate on which they will be utilized. Failure to list LBEs on Document 00435A or **Section 00 43 37** may result in their participation not being counted towards meeting the LBE subcontracting participation requirement, even if the alternate is selected by the City.

- B. Submit the following CMD form with the bid:

FORM 2B: CMD "Good Faith Outreach" Requirements Form: Bidder shall meet the specified LBE subcontractor participation requirement and shall complete and submit Form 2B in accordance with Form 2B instructions.

In accordance with Section 14B.8(B) of the Administrative Code ("Code"), if a bidder does not demonstrate in its bid that bidder exceeds the established LBE subcontracting participation requirement by at least 35%, such bidder must demonstrate adequate good faith efforts to meet the LBE subcontracting participation requirement. Such bidder must complete and submit Form 2B as required by Form 2B instructions and must submit all good faith documentation as specified in Section B, items numbers 2 and 4 of Form 2B with its bid. Failure to meet the LBE subcontracting participation requirement and demonstrate/document adequate good faith efforts shall cause the Bid to be determined non-responsive and rejected.

If a bidder demonstrates in its bid that it exceeds the established LBE subcontracting participation requirement by 35% or more, such bidder is not required to conduct good faith outreach efforts or to submit evidence of good faith efforts. Such bidder shall complete and submit Form 2B as



required by Form 2B instructions. **NOTE: A SMALL OR MICRO-LBE PRIME BIDDER MAY COUNT ITS OWN CONTRACT WORK TOWARD THE 35% GOOD FAITH EFFORTS EXCEPTION.**

- *Example:* The LBE subcontracting participation requirement is 10%. Good faith efforts requirements will be waived if the Bidder:

1) Meets the 10% LBE subcontracting participation requirement;

AND

2) Has total LBE participation that equals or exceeds 13.5% of the base bid amount. The 13.5% represents the 10% LBE subcontracting participation requirement plus 35% of that 10% subcontracting participation requirement.

LBE subcontracting participation requirement set for project 10.0%

35% of the 10% LBE subcontracting participation requirement 3.5%

Total LBE participation must equal or exceed: 13.5%

- C. The apparent low bidder must submit the following documentation and forms by 5:00 p.m. on the fifth business day following Bid opening. If the CMD determines that the bidder is not acting in good faith in the timely and accurate submission of these forms, the bid may be determined non-responsive and rejected.

Note: No extensions of time to submit the documentation are permitted unless approved by CMD.

1. Documentation required under Section B, items 5 and 6 of CMD Form 2B (**unless bidder meets the 35% exception described above and as set forth in Section 14B.8(B) of the Code**):
 - a. Copies of all written bids submitted, including those from non-LBEs;
 - b. If oral bids were received, a list of all such bids, including those from non-LBEs. The trade and dollar amounts for each such bid must be specified; and
 - c. A full and complete statement of the reasons for selection of the subcontractors for each trade. If the reason is based on relative qualifications, the statement must address the particular qualification at issue. If the reason is based on the bid amounts, the statement must include the amounts and describe the similarities and/or dissimilarities in the scope of work covered by the bids.
2. **FORM 3: CMD Compliance Affidavit:** The bidder shall sign the Affidavit under penalty of perjury.
3. **FORM 6: CMD LBE Subcontractor Participation Affidavit:** Completed copies of Form 6 and subcontractors' bid quotations must be submitted from all LBE subcontractors, suppliers and truckers listed to meet the subcontracting participation requirement, regardless of whether the participation is as a first-tier, or lower-tier subcontractor, supplier or trucker. Subcontractors are required to sign this form under penalty of perjury.
4. **FORM 6A: CMD LBE Trucking Form:** Bidder shall submit Form 6A if truckers are being used to meet the LBE participation requirement. Only CMD certified LBE truckers can be utilized to meet the LBE subcontracting participation requirement.



1.03 CMD LBE UTILIZATION TRACKING SYSTEM AND CONTRACT PERFORMANCE FORMS:

Upon request from CMD, the Contractor must provide copies of certified payrolls for itself and all subcontractors. Failure to submit all required information in the LBE UTS or Contract Performance Forms as instructed may result in the withholding of progress payments and final payment pursuant to Chapter 14B.

A. LBE Utilization Tracking System

Information regarding the LBEUTS can be found at <http://www.sfgov.org/LBEUTS>

1. **FORM 7: CMD Progress Payment Form:** Contractor shall submit online using the LBEUTS with each payment request. Failure to upload this information with each payment request may delay progress payment processing.
2. **FORM 9: CMD Payment Affidavit:** Following receipt of each progress payment from the Contract Awarding Authority, a Form 9 (or the information on Form 9) must be submitted online using the LBEUTS with the next progress payment request. Subcontractors are then required to acknowledge payment from Contractor online using the LBEUTS. Failure to submit required information may lead to partial withholding of progress payment, even if there are no subcontractor payments for the reporting period.

- B. **FORM 8: CMD Exit Report and Affidavit: Submit with final Form 7. A separate Form 8 must be** completed for each LBE subcontractor and supplier (including lower-tier subcontractors & suppliers).
- C. **FORM 10: CMD Contract Modification Form:** This form shall be completed by the Prime Contractor when any (all) amendments, modifications, or supplemental change orders cumulatively increase the original contract amount by more than 20%, and then for all subsequent amendments, modifications or change orders that cumulatively increase the last CMD approved value by 20%.
- D. Failure to submit all required information in the LBEUTS or any contract forms may result in sanctions under Chapter 14B, including but not limited to, withholding of progress and final payments.

1.04 "GOOD FAITH OUTREACH" REQUIREMENTS

All bidders shall undertake adequate good faith outreach as set forth in Section 14B.8(D) of the Code to select subcontractors to meet the LBE subcontracting participation requirement, unless a bidder qualifies for the exception set forth in Section 14B.8(B) of the Code for bidders that demonstrate in their bids that they exceed the established LBE subcontracting participation requirement by 35% or more. Please see example in Section 1.02B above.

Under Section 14B.8(C) of the Code, bids that do not meet the LBE subcontracting participation requirement set will be rejected as non-responsive unless the CMD Director finds that the bidder diligently undertook adequate good faith efforts required by Chapter 14B and that the failure to meet the participation requirement resulted from an excusable error.

A bidder must contact an LBE before listing that LBE as a subcontractor in the bid. A bid that fails to comply with this requirement will be rejected as non-responsive. Bidders are required to submit Form 2B and supporting documentation EVEN IF the LBE subcontracting participation requirement has been met.



1.05 NONCOMPLIANCE AND SANCTIONS

A. Non-Compliance with Chapter 14B

1. A complaint of non-compliance concerning LBE participation initiated by any party after contract award will be processed in accordance with Chapter 14B and its implementing Rules and Regulations.
 - a. If the CMD Director determines that there is cause to believe that a contractor has failed to comply with any of the requirements of Chapter 14B, CMD Rules and Regulations, or contract provisions pertaining to LBE participation, the CMD Director shall notify the Contract Awarding Authority and attempt to resolve the non-compliance through conference and conciliation.
 - b. If the non-compliance is not resolved through conference and conciliation, the CMD Director shall conduct an investigation and, where the Director so finds, issue a written Finding of Non-Compliance.
 - c. The Director's finding shall indicate whether the contractor acted in good faith or whether noncompliance was based on bad faith noncompliance with the requirements of Chapter 14B, CMD Rules and Regulations, or contract provisions pertaining to LBE participation.
2. Where the Director finds that the contractor acted in good faith, after affording the contractor notice and an opportunity to be heard, the Director shall recommend that the Contract Awarding Authority take appropriate action. Where the Director finds bad faith noncompliance, the Director shall impose sanctions for each violation of the ordinance, CMD rules and regulations, or contract provisions pertaining to LBE participation, which may include:
 - a. Issuing an Order of Debarment prohibiting the contractor and affiliates from participating in City Contracting for a period not to exceed five years and terminating any existing contracts or subcontracts with the debarred contractor, in accordance with the Administrative Debarment provisions and procedures set forth in Administrative Code Chapter 28.
 - b. Determining that the contractor has failed to comply with the provisions of Chapter 14B, sanctions are as follows:
 - i) suspend a contract;
 - ii) withhold funds;
 - iii) assess penalties;
 - iv) debarment;
 - v) revoke CMD certification; or
 - vi) pursuant to 14B.7(H)(2), assess liquidated damages in an amount equal to the contractor's net profit on the contract, 10% of the total amount of the contract or \$1,000, whichever is greatest as determined by CMD.
 - c. The Director's determination of non-compliance is subject to appeal the City Administrator pursuant to CMD Rules and Regulations.
 - d. An appeal by a contractor to the City Administrator shall not stay the Director's findings.
 - e. The CMD Director may require such reports, information and documentation from contractors, subcontractors, contract awarding authorities, and heads of departments,



divisions, and offices of the City and County as are reasonably necessary to determine compliance with the requirements of Chapter 14B.

B. Procedure for the collection of penalties is as follows:

1. The CMD Director shall send a written notice to the Controller, the Mayor and to all contract awarding authorities or City and County department officials overseeing any contract with the contractor that a determination of non-compliance has been made and that all payments due the contractor shall be withheld.
2. The CMD Director shall transmit a report to the Controller and other applicable City departments to ensure that the liquidated damages are paid to the City.

PART II. BID DISCOUNT

2.01 APPLICATION

- A. **Eligibility for the LBE bid discount:** Certified Small or Micro-LBEs, SBA-LBEs, including certified non-profit organizations, are eligible for an LBE bid discount if the LBE is CMD certified in the type of work that is specified for the prime bidder by the Contract Awarding Authority. A bidder that has a certification application pending, that has been denied certification, that has had its certification revoked or that is in the process of appealing a CMD denial or revocation at the date and time the bid is due is not an LBE and is not eligible to receive the bid discount even if the firm is later certified or ultimately prevails in its appeal.

Application of the bid discount shall be as follows:

1. **Contracts with an Estimated Cost in Excess of \$10,000 and Less Than or Equal to \$400,000.** A 10% bid discount will apply to any bids submitted by CMD certified Small or Micro-LBEs. SBA-LBEs are not eligible for a bid discount.
2. **Contracts with an Estimated Cost in Excess of \$400,000 and Less Than or Equal to \$10,000,000.** A 10% bid discount will apply to any bids submitted by CMD certified Small or Micro-LBEs. If, after the application of the 10% bid discount to bids submitted by Small or Micro-LBEs, the apparent low bidder is not a Small or Micro-LBE, a 5% bid discount will be applied to any bid from an SBA-LBE in accordance with the procedures and limitations set forth in Section 14B.7(E) of the Code.
3. **Contracts with an Estimated Cost in Excess of \$10,000,000 and Less Than or Equal to \$20,000,000.** A 2% bid discount will apply to any bid submitted by a Small LBE, Micro LBE and SBA-LBE.

B. **Discount not applicable**

Bid discounts are not applicable to contracts awarded by private non-profit agencies, regardless of whether or not government funding is involved, or whether or not the firms competing for contracts are for-profit businesses.



PART III. LBE SUBCONTRACTOR PARTICIPATION
3.01 LBE SUBCONTRACTING PARTICIPATION REQUIREMENT

NOTE: FOR PURPOSES OF THE LBE SUBCONTRACTING REQUIREMENTS, "LBE" REFERS TO SMALL AND MICRO-LBES ONLY, UNLESS THE BID SPECIFICATIONS EXPRESSLY ALLOW FOR SBA-LBE SUBCONTRACTORS TO COUNT TOWARDS THE LBE PARTICIPATION REQUIREMENT

- A. All bidders must meet the LBE subcontractor participation requirement . In addition, all bidders must demonstrate good faith efforts, unless a bidder demonstrates in its bid that it exceeds the LBE subcontractor participation requirement by 35% or more. Please see example in Section 1.02B above.**
1. A bidder's failure to meet the LBE subcontractor participation requirement may result in the rejection of its bid as non-responsive. Good faith efforts, if required, will be evaluated based on information submitted on Form 2B and submittal of the required good faith effort documentation.
 2. Bidders shall submit the following **with their bids**:
 - a. Document 00435 (Subcontractor List) **or Section 00 43 36** , including identification of the particular LBE subcontractors to be used in performing the contract work, including first and lower tier subcontractors, suppliers, or service contractors such as truckers, and specifying for each the dollar amount of each subcontract and the portion of work to be performed. An LBE subcontractor must be CMD certified in the scope of work that the prime bidder is listing the LBE subcontractor to perform in order to receive LBE credit.
 - b. Document 00435A (Subcontractor List for Alternate Work) **or Section 00 43 37** must be submitted with the bid in order for a bidder to receive LBE subcontracting credit on City-selected alternates. Refer to 3.01B, below, for information regarding alternates and the LBE subcontracting participation requirement.
 - c. Form 2B (Good Faith Outreach Requirements Form) – all bidders must submit. Bidders that do not qualify for the exemption set forth in Section 14B.8(B) of the Code shall submit supporting documentation as defined in Section 14B.8(E) of the Code. Refer to Form 2B for instructions specifying what supporting documentation must be submitted with the bid.
 3. **Bidders are responsible for verifying the LBE status of a subcontractor or supplier immediately prior to submitting a bid.** A subcontractor that has a certification application pending, that has been denied certification, that has had its certification revoked or that is in the process of appealing a CMD denial or revocation at the date and time the bid is due is not an LBE and cannot be counted as an LBE for purposes of achieving LBE subcontracting participation requirement even if the firm is later certified or ultimately prevails in its appeal.



B. Calculation of LBE subcontractor participation. The CMD will calculate the participation of an LBE subcontractor toward meeting the specified requirement as follows:

General Rules; Commercially Useful Function

1. All prime bidders, including LBE prime bidders, must meet the LBE subcontracting participation requirement. An LBE prime bidder cannot count its own work towards meeting the LBE subcontracting participation requirement. A Small or Micro-LBE prime bidder may, however, count its own work toward the 35% good faith efforts exception set forth in Section 14B.8(B) of the Code. Refer to Form 2B for instructions.
2. If a bidder owns or controls or has any common ownership or control of more than one business, the bidder will not receive LBE subcontracting credit if its lists such other firm(s) to meet the LBE subcontracting requirement when bidding as a prime. For purposes of determining ownership of a business, a business owned by the bidder's spouse/domestic partner shall be deemed to be owned by the bidder.
3. For a bidder to receive credit toward the LBE subcontracting participation requirement, a listed LBE subcontractor must be CMD certified in the scopes of work/trade(s) specified on Document 00435 or Section 00 43 36.
 - a. An LBE subcontractor performs a Commercially Useful Function if it is directly responsible for providing the materials, equipment, supplies or services to the project as required by the bid and contract documents. To perform a Commercially Useful Function, an LBE subcontractor must be solely responsible for execution of a distinct element of the contract work, and must actually perform, manage and supervise the work involved in accordance with normal industry practice.
 - b. To determine whether an LBE subcontractor is performing a Commercially Useful Function, the CMD will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the LBE credit claimed for its performance of the work, and other relevant factors. What constitutes a Commercially Useful Function will vary depending on the type of LBE subcontractor (e.g., construction subcontractor, manufacturer, supplier, broker, or trucker).
 - c. An LBE subcontractor does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of LBE participation. In determining whether an LBE is such an extra participant, the CMD will examine similar transactions and determine whether or not non-LBEs would normally participate in such transactions.
4. Only the dollar amount of work to be performed by the LBE subcontractor will be credited toward meeting the LBE subcontractor participation requirement.
 - *Example:* Bidder lists an LBE subcontractor for \$1,000,000, but the LBE subcontractor will perform \$510,000 of that amount. The remaining \$490,000 will be further subcontracted out to a lower-tier non-LBE subcontractor. Only \$510,000 will be credited toward the LBE subcontracting requirement.
5. All work performed by lower-tier LBE subcontractors will be credited toward meeting the LBE subcontracting requirement provided that the lower-tier subcontractor was listed on Document



00435 or **Section 00 43 36** (or Document 00435A or **Section 00 43 37**, if applicable) at the time of bid.

- *Example:* A non-LBE subcontractor is listed for \$1,000,000 and will perform \$800,000 of that amount. The remaining \$200,000 will be further subcontracted out to a lower-tier LBE subcontractor. Only \$200,000 will be credited toward the LBE subcontracting participation requirement, provided that the lower-tier LBE subcontractor was listed on Document 00435 or Section 00 43 36 at the time of bid.

Deletable Bid Items, Allowances, Contingency/Conditional & Alternate Bid Items

6. The CMD will calculate compliance with the LBE subcontracting participation requirement based on the total amount of a bidder's base bid (including non-deletable bid items, deletable bid items, allowances, and all other items that contribute to the base bid amount). In addition, a bidder must demonstrate good faith efforts to meet the LBE subcontracting participation requirement through LBE participation on the base bid. If a bidder fails to meet the LBE subcontracting participation requirement through its base bid, the CMD will credit listed LBE subcontractor participation for alternates selected by the City for contract award toward the LBE subcontracting participation requirement. To receive LBE subcontracting credit for City-selected alternates, a bidder must separately list LBE subcontractors that it will use for alternate work on Document 00435A or Section 00 43 37 (for alternates only) and submit the completed Document with its bid. If a bidder lists an LBE subcontractor on Document 00435 or Section 00 43 36 and intends to use that LBE subcontractor for alternate work, the bidder must separately list the LBE subcontractor on Document 00435A or Section 00 43 37 for each alternate on which the subcontractor will be used.
7. If a bidder lists LBE subcontractors on Document 00435A or Section 00 43 37 to perform certain alternate work, but the City does not select the applicable alternate(s) for contract award, the bidder will not receive LBE subcontracting credit for the listed subcontractors.
8. A bidder shall not use deletable bid items, allowances or contingency/conditional bid items to fulfill the LBE subcontractor participation requirement.

LBE Construction Subcontractors

9. Bidders may receive 100% credit for CMD-certified LBE construction subcontractors that perform a Commercially Useful Function by supplying labor, materials and supplies for a discrete portion of the contract work performed in accordance with normal industry practice. To receive credit towards the LBE subcontracting participation requirement with respect to materials and supplies used for the contract work, the material and supplies must be of the type normally provided by the construction subcontractor in accordance with industry practice. In addition, with respect to materials and supplies, the LBE construction subcontractor must be responsible for negotiating price, determining quality and quantity, ordering the material and supplies, selecting a supplier or dealer from those available, installing the materials, and paying for the materials and supplies. To receive LBE subcontracting credit, the bidder must list the LBE construction subcontractor on Document 00435 or Section 00 43 36 (and Document 00435A or Section 00 43 37, if applicable).
10. Bidders may receive 100% credit for LBE construction contractors that perform a Commercially Useful Function by supplying labor only for a discrete portion of the contract work in accordance with normal industry practice. To receive LBE subcontracting credit, the



bidder must list the LBE construction subcontractor on Document 00435 or Section 00 43 36 (and Document 00435A or Section 00 43 37, if applicable).

LBE Manufacturers

11. If a bidder obtains materials, supplies, articles or equipment directly from an LBE manufacturer certified by the CMD as a manufacturer of such items, 100% of the cost of the items will count toward the LBE subcontracting participation requirement, regardless of who installs such items. An LBE manufacturer is a firm that performs a Commercially Useful Function by operating or maintaining a factory or establishment that produces on the premises, the materials, supplies, articles or equipment required under the contract and of the general character described by the specifications. To receive LBE subcontracting participation credit, the bidder must list the LBE manufacturer on Document 00435 or Section 00 43 36 (and Document 00435A or Section 00 43 37, if applicable).

LBE Suppliers

12. If a bidder obtains materials, supplies, articles or equipment from an LBE supplier certified by CMD to supply such items, 60% of the cost of the items will count toward the LBE subcontracting participation requirement if the LBE supplier performs a Commercially Useful Function by taking possession of the items and assuming the risk of their delivery. An LBE supplier is a firm with the financial and physical capability to purchase, to stock, and to distribute or sell the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract consistent with relevant industry practice in the usual course of business. No LBE subcontracting credit beyond 60% of the cost of materials, supplies, articles or equipment will be credited for any claimed services provided by the LBE supplier. To receive LBE subcontracting participation credit, the bidder must list the LBE supplier on Document 00435 or Section 00 43 36 (and Document 00435A or Section 00 43 37, if applicable).
13. If a bidder obtains materials, supplies, articles or equipment from an LBE supplier certified by CMD to supply such items, and the supplier performs a Commercially Useful Function by purchasing and selling the items, but does not take possession of the items and assume the risk of their delivery, then the LBE supplier is serving as a broker or agent, and only 5% of the cost of the materials or supplies will count toward the LBE subcontracting participation requirement. No LBE subcontracting credit beyond 5% of the cost of materials or supplies will be credited for any claimed services (including, but not limited to, costs of insurance, warehousing or general maintenance) provided by the LBE supplier/broker. To receive LBE subcontracting credit, the bidder must list the LBE supplier/broker on Document 00435 or Section 00 43 36 (and Document 00435A or Section 00 43 37, if applicable).
14. For CMD-certified LBE equipment rental firms, 60% of the equipment rental fee (current market rate) of equipment owned by the LBE equipment rental firm will be credited towards the LBE subcontracting participation requirement. To receive LBE subcontracting credit, the bidder must list the LBE equipment rental firm on Document 00435 or Section 00 43 36 (and Document 00435A or Section 00 43 37, if applicable).

Specially Manufactured Items

15. The Instructions to Bidders or the Technical Specifications may list material, articles, equipment or other manufactured items that the City has designated as Specially



Manufactured Items for the purposes of the LBE subcontracting participation requirement. A Specially Manufactured Item is an item that is either typically purchased by the prime contractor directly from the manufacturer or not supplied by suppliers or construction subcontractors in the usual course of business.

16. If the bid or contract documents expressly identify one or more Specially Manufactured Items, CMD will calculate LBE subcontracting credit for such items according to the following rules:
 - a. If a Specially Manufactured Item is manufactured by and purchased from a CMD-certified LBE manufacturer, 100% of the purchase order amount will be credited towards meeting the LBE subcontracting participation requirement, regardless of who installs the item. To receive LBE subcontracting credit, the bidder must list the LBE manufacturer on Document 00435 or Section 00 43 36 (and Document 00435A or Section 00 43 37, if applicable).
 - b. If a Specially Manufactured Item is purchased from a CMD-certified LBE supplier, only 5% of the purchase price of the item will be credited towards meeting the LBE subcontracting participation requirement. No LBE participation credit beyond 5% of the purchase price will be credited for any claimed services (including, but not limited to, costs of insurance, warehousing, and general maintenance) provided by the LBE supplier. To receive LBE subcontracting credit, the bidder must list the LBE supplier on Document 00435 or Section 00 43 36 (and Document 00435A or Section 00 43 37, if applicable).
 - c. If a Specially Manufactured Item is supplied and installed by a CMD-certified LBE construction subcontractor, 5% of the purchase price of the item and 100% of the installation labor cost will be credited towards meeting the LBE subcontracting requirement, provided that installation by the construction subcontractor reflects normal industry practice. To receive LBE subcontracting credit, the bidder must list the LBE construction subcontractor on Document 00435 or Section 00 43 36 (and Document 00435A or Section 00 43 37, if applicable).
 - d. A bidder may receive full (100%) LBE subcontracting credit for any labor associated with the installation of a Specially Manufactured Item (regardless of the source of supply), provided the installation is performed by a CMD-certified construction subcontractor in accordance with normal industry practice. To receive LBE subcontracting credit, the bidder must list the LBE construction subcontractor on Document 00435 or Section 00 43 36 (and Document 00435A or Section 00 43 37, if applicable).

LBE Truckers

17. CMD will count 100% credit toward the LBE subcontracting participation requirement when an LBE-owned trailer is pulled by a LBE-owned cab and the driver of the cab is an employee/owner of the LBE trucking firm that owns the cab. CMD will count 60% credit toward the LBE subcontracting participation requirement when an LBE-owned trailer is pulled by a non-LBE owned cab. CMD will count 60% credit toward the LBE participation requirement when a non-LBE owned trailer is pulled by a LBE owned cab. CMD will count 0% credit toward the LBE subcontracting participation requirement when a non-LBE-owned trailer is pulled by a non-LBE owned cab. To receive LBE subcontracting credit, the bidder must list the LBE trucking firm on Document 00435 or Section 00 43 36 (and Document 00435A or Section 00 43 37, if applicable).



18. In order to receive LBE subcontracting credit for Trucking and Hauling, the LBE must own the cab or trailer at the time of bid and be certified under the category "Trucking and Hauling" with the CMD's Certification Unit. The following items fall under the "Trucking and Hauling" category: cabs and trailers. Prior to the bid due date, the LBE must have provided ownership information and all necessary permits and registration for the Trucking and Hauling items that will be utilized for the project to CMD's Certification Unit which will verify and add this information to the certification file. During the course of the contract the CMD Director may authorize subcontracting credit for vehicles or equipment purchased or leased after the time of bid on a case by case basis.

Construction Equipment

19. Construction Equipment firms are firms that sell and/or rent construction equipment. For example, items such as storage tanks, grit separators, debris boxes, etc. are considered Construction Equipment and not under the "Trucking and Hauling" Category. If these items are utilized in conjunction with trucking and hauling operations, they are still classified in the Construction Equipment Category. In order to receive LBE subcontracting credit for these types of items, the LBE must be certified under the category of "Construction Equipment" with the CMD's Certification Unit at the time of bid.

Note: LBE firms in the "Construction Equipment" category are equipment sales and rental firms. For CMD certified LBE equipment rental firms, only 60% of the equipment rental fee (current market rate) will be credited towards the LBE subcontracting participation requirement.

- 3.02 Substitution, removal, or contract modification of LBE:** No LBE subcontractor, supplier, trucker or other business listed on Document 00435 or Section 00 43 36 (or Document 00435A or Section 00 43 37) shall be substituted, removed from the contract or have its contract, purchase order or other form of agreement modified in any way without prior CMD approval. Contractor must conduct good faith efforts to replace an LBE subcontractor with another LBE subcontractor to comply with the LBE participation requirements. In addition, any new subcontractors must have CMD's prior approval.



FORM 2B: "GOOD FAITH OUTREACH" REQUIREMENTS FORM

This "Good Faith Outreach" form must be completed and submitted with the bid EVEN IF the LBE subcontracting participation requirement has been met (Section 14B.8 of the San Francisco Administrative Code). Bidders may obtain a list of certified LBEs from the CMD website: <http://www.sfgov.org/cmd>

SECTION A

Under Section 14B.8(B) of the Administrative Code, if a bid demonstrates total LBE participation that exceeds by 35% the established LBE subcontracting participation requirement for the project, the bidder will not be required to conduct good faith outreach efforts or to submit evidence of good faith outreach efforts. Note that a Small or Micro-LBE prime bidder may count its own Contract Work toward the 35% good faith efforts exception. **PLEASE SEE EXAMPLE IN CMD ATTACHMENT 1, SECTION 1.02B.**

Does your bid demonstrate that you have exceeded the established LBE subcontracting participation requirement by 35% or more in accordance with Section 14B.8(B)? YES* NO

If the answer is yes, please check "YES", above, and complete Section C (if applicable) and Section D of this Form. If the answer is no, please check "NO", above, and complete Sections B and D of this Form, and submit all required supporting documentation in accordance with the instructions in Section B.

** Note: An answer of "YES", above, is subject to verification by CMD. If the CMD determines that bidder did not exceed the LBE subcontracting participation requirement by at least 35% and bidder either failed to undertake adequate good faith outreach efforts or failed to submit supporting documentation with its bid as required by Section B, items 2 and 4, below, then bidder's bid will be declared non-responsive and will be rejected.*

** Note: "LBE" refers to Small and Micro-LBEs only, unless the Project Specifications allow for SBA-LBE subcontractors to count towards the LBE participation requirement.*

SECTION B

All bidders that do not qualify for the exception set forth in Section 14B.8(B) of the Administrative Code must complete this Section B and submit supporting documentation as required.

SUPPORTING DOCUMENTATION FOR ITEMS 2 AND 4, BELOW, MUST BE SUBMITTED WITH THE BID. SUPPORTING DOCUMENTATION FOR ITEM 5 AND 6, BELOW, SHALL BE SUBMITTED BY THE APPARENT LOW BIDDER BY 5:00 P.M. ON THE FIFTH BUSINESS DAY FOLLOWING BID OPENING. Bidders may obtain a list of certified LBEs from the CMD website: <http://www.sfgov.org/cmd>

A bidder must achieve at least 80 points, as determined by CMD, to be deemed compliant with the "good faith outreach" requirements. A bidder who fails to achieve at least 80 points will be declared non-responsive, and the bid will be rejected. Please check "yes" or "no" for each item listed below.

1. Did your firm attend the pre-bid meeting scheduled by the City to inform all bidders of the LBE program requirements for this project? If the City does not hold a pre-bid meeting, all bidders will receive 15 points.	<input type="checkbox"/> Yes (15 Points)	<input type="checkbox"/> No (0 Points)
2. Did your firm advertise, not less than 10 calendar days before the due date of the bid, in one or more daily or weekly newspapers, trade association publications, LBE trade oriented publications, trade journals, or other media, such as: Daily Pacific Builder, Daily Construction Service, San Francisco Builder's Exchange, Small Business Exchange, or the Bid and Contracts Section of the Office of Contract Administration's website (http://mission.sfgov.org/OCABidPublication/)? If so, you must <u>enclose a copy of the advertisement with your bid.</u> The advertisement must provide LBEs with adequate information about the plans, specifications, and requirements for the work. If the City gave public notice of the project less than 15 calendar days prior to the bid due date, no advertisement is required, and all bidders will receive 10 points.	<input type="checkbox"/> Yes (10 points)	<input type="checkbox"/> No (0 Points)



<p>3. Did your firm identify and select trades (as categorized in CMD's LBE Directory) to meet the LBE subcontracting participation requirement? If so, please identify the trades below:</p> <p>_____</p> <p>_____</p>	<p><input type="checkbox"/> Yes (10 points)</p>	<p><input type="checkbox"/> No (0 Points)</p>
<p>4. Did your firm contact LBE firms (LBE firms include MBEs, WBEs and OBEs) identified by trade (see #3 above), not less than 10 calendar days prior to the due date of the bid? If so, you must include such documentation with your bid (i.e. phone logs, emails, faxes and/or etc.) to verify that contacts were made. The purpose of contacting LBE firms is to provide notice of interest in bidding for this project.</p> <p>A bidder who contacts those LBE firms certified in the trades identified, not less than 10 calendar days prior to due date of the bids, will receive up to 45 points. If a bidder does not comply with paragraphs a. & b. below, one point will be deducted for each LBE firm within each identified trade that is not contacted.</p> <p>a. If there are less than 25 firms within an identified trade, a bidder should contact all of them.</p> <p>b. If there are 25 or more firms within an identified trade, a bidder should contact at least 25 firms within such identified trade.</p> <p>If a bidder does not contact any LBE firms, the bidder will receive no points.</p> <p>When contacting LBEs, you should provide adequate information about the plans, specifications, and requirements for the work.</p> <p>If the City gave public notice of the project less than 15 calendar days prior to the bid due date, the allocation of points above still applies, except that the bidder may contact those LBE firms certified in the trades identified less than 10 calendar days prior to the due date of the bid.</p>	<p><input type="checkbox"/> Yes (Up to 45 points)</p>	<p><input type="checkbox"/> No (0 Points)</p>
<p>5. Did your firm follow-up and negotiate in good faith with interested LBEs*? If applicable, your follow-up contact with interested LBEs should provide information on the City's bonding and financial assistance programs.</p> <p>The apparent low bidder shall submit with its CMD 5-day submittal package, documentation (i.e. phone logs, emails, faxes and/or etc.) to verify that follow-up contacts were made.</p> <p>For each interested LBE firm that the bidder does not follow-up with, a point will be deducted.</p> <p>A bidder who does not perform any follow-up contact with interested LBEs will receive no points.</p> <p>* "Interested LBE" shall mean an LBE firm, contacted by the bidder pursuant to Item #4 above, that expresses interest in being a subcontractor/supplier to the bidder.</p>	<p><input type="checkbox"/> Yes (Up to 20 points)</p>	<p><input type="checkbox"/> No (0 Points)</p>
<p>6. The apparent low bidder shall submit the following documentation with its CMD 5-Day Submittal Package:</p> <p>(1) Copies of all written bids submitted, including those from non-LBEs;</p> <p>(2) If oral bids were received, a list of all such bids, including those from non-LBEs. The trade and dollar amounts for each such bid must be specified; and</p> <p>(3) A full and complete statement of the reasons for selection of the subcontractors for each trade. If the reason is based on relative qualifications, the statement must address the particular qualification at issue. If the reason is based on the bid amounts, the statement must include the amounts and describe the similarities and/or dissimilarities in the scope of work covered by the bids.</p> <p>Pursuant to Section 14B.8(E) of the Ordinance, all bidders shall maintain the documentation described under this item for three years following submission of the bid or completion of the contract, whichever is later.</p>		



SECTION C

If a Small or Micro-LBE prime bidder checks "YES" in Section A, above, and is relying on self-performed Contract Work to meet the 35% good faith efforts exception, such Small or Micro-LBE prime bidder should indicate the total value of Contract Work that bidder will perform with its own forces in the space below:

\$ _____

SECTION D

Contract Name: _____

Contract No.: _____

Signature of Owner/Authorized Representative: _____

Owner/Authorized Representative (Print): _____

Name of Firm (Print): _____

Title and Position: _____

Address, City, ZIP: _____

E-mail: _____

Date: _____



FORM 3: CMD COMPLIANCE AFFIDAVIT

1. I will ensure that my firm complies fully with the provisions of Chapter 14B of the San Francisco Administrative Code and its implementing Rules and Regulations and attest to the truth and accuracy of all information provided regarding such compliance.
2. Upon request, I will provide the CMD with copies of contracts, subcontract agreements, certified payroll records and other documents requested so the HRC and CMD (as applicable) may investigate claims of discrimination or non-compliance with either Chapter 12B or Chapter 14B.
3. I acknowledge and agree that any monetary penalty assessed against my firm by the Director of the CMD shall be payable to the City and County upon demand. I further acknowledge and agree that any monetary penalty assessed may be withheld from any monies due to my firm on any contract with the City and County of San Francisco.
4. I declare and swear under penalty of perjury under the laws of the State of California that the foregoing statements are true and correct and accurately reflect my intentions.

Signature of Owner/Authorized Representative: _____

Owner/Authorized Representative (Print): _____

Name of Firm (Print): _____

Title and Position: _____

Address, City, ZIP _____

Federal Employer Identification Number (FEIN): _____

Date: _____



FORM 6: CMD LBE SUBCONTRACTOR PARTICIPATION AFFIDAVIT

This affidavit is to be completed by each LBE subcontractor or supplier (including lower tier subcontractors) and submitted to the apparent low bidder. The apparent low bidder shall submit the completed affidavits and copies of the subcontractors' or suppliers' bid quotations to the CMD no later than 5:00 p.m. on the fifth business day following the Bid opening. Subcontractor may attach additional sheets if more space is needed to provide complete information.

Contract Number: _____ Contract Name: _____

Name of Bidder: _____

Name of LBE Sub or Supplier: _____

License #: _____ Scope of work: _____

1. _____ verify that _____ bid to
 Name of LBE Owner/Representative LBE Firm

the above referenced Bidder for subcontracting work in the amount of \$ _____ and have been offered a subcontract in that amount.

2. Please list major vendors/suppliers of goods/services for this project:

Name	Phone	Product(s)	\$ Amount
			\$
			\$
			\$

3. Please describe scope(s) of work:

4. Check one:

We will NOT subcontract out ANY portion of our work to another subcontractor.

We WILL subcontract out _____% of our work to:

_____ Firm

in the amount of \$ _____. This business is: LBE Certified Not LBE Certified.

5. I have enclosed a copy of my Firm's Bid Quotation.

I declare, under penalty of perjury, that the above information is true and correct and that our firm is a bona fide, certified LBE as defined under Chapter 14B of the San Francisco Administrative Code.

 LBE Owner/Authorized Representative (Signature)

 Date

 Name and Title (Print)

 Phone



FORM 6A: CMD LBE TRUCKING FORM

This form is to be completed by apparent low bidder to describe the complete scope of trucking work to be performed for the contract and submitted to the CMD by 5 p.m. on the fifth day following Bid opening.

Contract Number: _____ Contract Name: _____

SECTION 1. TRUCKING ESTIMATE

Products to be Hauled:		
Type of equipment needed/indicate maximum Number of trucks needed per day:		
Quantity of product to be hauled:		
Estimated quantity per truckload:		
Estimated number of truckloads:		
Products to be hauled from (give point of origin):		
Estimated Number of truck hours per trip:		
Trucking Rate:		
Estimate of total trucking (Number of loads times hours per trip times trucking hourly rate):		

If an assigned Trucker is being paid for Administrative Work (i.e. Dispatcher), Describe and State Amount to be Paid: _____

Is this assigned Trucking firm an LBE or Non-LBE firm, specify: LBE Non-LBE

Total Dollar Amount Committed to LBE Truckers: \$ _____

* Disposal fee and equipment rental fee will not be counted towards meeting the LBE trucking dollars amount.

SECTION 2. TRUCKING AND HAULING FIRMS

List below CMD certified LBE trucking and hauling firms that will be utilized on this project. *Photocopy this form for additional truckers and provide the requested information for each LBE trucker.*

Firm Name:	<input type="checkbox"/> LBE <input type="checkbox"/> Non-LBE
Products to be hauled:	
Number of Trucks Needed:	
Type of Trucks Needed:	
Proposed Dollar Amount of subcontract:	



Firm Name:	<input type="checkbox"/> LBE <input type="checkbox"/> Non-LBE
Products to be hauled:	
Number of Trucks Needed:	
Type of Trucks Needed:	
Proposed Dollar Amount of subcontract:	

Firm Name:	<input type="checkbox"/> LBE <input type="checkbox"/> Non-LBE
Products to be hauled:	
Number of Trucks Needed:	
Type of Trucks Needed:	
Proposed Dollar Amount of subcontract:	

Firm Name:	<input type="checkbox"/> LBE <input type="checkbox"/> Non-LBE
Products to be hauled:	
Number of Trucks Needed:	
Type of Trucks Needed:	
Proposed Dollar Amount of subcontract:	

Firm Name:	<input type="checkbox"/> LBE <input type="checkbox"/> Non-LBE
Products to be hauled:	
Number of Trucks Needed:	
Type of Trucks Needed:	
Proposed Dollar Amount of subcontract:	

I declare, under penalty of perjury that I am the owner or authorized representative of this firm and that the foregoing is true and correct.

 Owner/Authorized Representative (Signature)

 Name and Title (Print)

 Firm Name

 Telephone

 Date



FORM 7: CMD PROGRESS PAYMENT FORM

To be submitted electronically using the LBEUTS. FOR INFORMATION VISIT WWW.SFGOV.ORG/LBEUTS.

TRANSMITTAL

TO: Resident Engineer or Inspector
 FROM: _____

COPY: CMD Contract Compliance Officer
 Date: _____

SECTION 1. Fill in all the blanks

Contract Number: _____ Contract Name: _____
 Reporting Period From: _____ To: _____ Progress Payment No: _____

The information submitted on Sections 1 and 2 of this form must be cumulative for the entire contract as opposed to individual task orders. Additionally, the information submitted on Sections 1 and 2 of this form must be consistent. See next page for Section 2.

- | | | |
|--|----|---------|
| 1. Original Contract Award Amount: | \$ | _____ |
| 2. Amount of Change Orders, Amendments, and Modifications to Date: | \$ | _____ |
| 3. Total Contract to Date (<i>Line 1 + Line 2</i>): | \$ | _____ |
| 4. Gross Amount Invoiced this submittal period: | \$ | _____ |
| 5. All Previous Gross Amounts Invoiced: | \$ | _____ |
| 6. Total Gross Amounts of Progress Payments Invoiced to Date (<i>Line 4 + Line 5</i>): | \$ | _____ |
| 7. Percent Complete (<i>Line 6 ÷ Line 3</i>): | | _____ % |

Contractor must sign this form

 Owner/Authorized Representative (Signature)

 Name and Title (Print)

 Firm Name

 Telephone Fax

 Date



SECTION 2. For column “A”, list the Prime Contractor, each joint venture partner and ALL subcontractors and suppliers including 2nd and 3rd tier subcontractors. Make copies if more space is needed. Prime contractors must retain copies of all the prime and subcontractor invoices supporting the information tabulated for this progress payment. CMD reserves the right to request and review this information up to five (5) years following project completion and, upon request, Prime Contractor shall submit the requested information to CMD within 10 business days.

Notes: 1. Failure to submit all required information may lead to partial withholding of progress payment. (See Chapter 14B)
 2. All firms must be CONTINUOUSLY listed on column “A” regardless if a firm is requesting payment.

Identify the LBE participation requirement for this contract:

A	B	C	D	E	F	G	H
Name of Firm List Contractor and all subcontractors, (including lower tier subcontractors and Suppliers. Indicate if the firm is an LBE	Service Performed	Amount of Contract or Purchase Order at Time of Award	Amount of Change Orders/Modifications to Date	Total Amount of Contract or Purchase Order to Date +/- Change Orders/Modifications (C + D) or (C-D)	Amount Invoiced this Reporting Period	Amount Invoiced to Date, including Amount Invoiced this Reporting Period (F)	Percent Completed to Date (G+E)
							%
							%
							%
							%
							%
							%
							%
							%
							%
							%
							%
LBE Sub-Totals							%
CONTRACT TOTALS							%



FORM 9: CMD PAYMENT AFFIDAVIT

To be submitted electronically using the LBEUTS. FOR INFORMATION VISIT [HTTP://WWW.SFGOV.ORG/LBEUTS](http://WWW.SFGOV.ORG/LBEUTS).

TRANSMITTAL

TO: Resident Engineer or Inspector
 FROM (Contractor): _____

COPY: CMD Contract Compliance Officer
 Date: _____

List the following information for each progress payment received from the Contracting Awarding Authority. Use additional sheets to include complete payment information for all LBE subcontractors (including lower tier subcontractors) and suppliers utilized on this Contract. Failure to submit all required information may lead to partial withholding of progress or final payment.

Contract Number: _____ Contract Name: _____
 Contract Awarding Department: _____
 Progress Payment No.: _____ Period Ending: _____
 Amount Received: \$ _____ Date: _____ Warrant/Check No.: _____

Check box and sign below if there is no sub payment for this reporting period.

Subcontractor/Supplier Name	Business Address	Amount Paid	Payment Date	Check Number

I declare, under penalty of perjury under the laws of the State of California, that the above information is complete and that the tabulated amounts paid to date are accurate and correct. Contractor must sign this form.

 Owner/Authorized Representative (Signature)

 Name and Title (Print)

 Firm Name

 Telephone _____ Date _____



FORM 8: CMD EXIT REPORT AND AFFIDAVIT

Prime Contractor must complete and sign this form (Sections 1 and 4) for each LBE subcontractor (incl. each lower-tier LBE subcontractor), supplier and trucker. All LBEs must complete and sign Sections 2 and 3 of this form. These forms should be submitted to the Contract Awarding Authority and CMD with the final progress payment request.

TO: Ident Engineer Inspector

COPY: D Contract Compliance Officer

FROM (Contractor): _____

Date Transmitted: _____

SECTION 1. Please check this box if there are no LBE subcontractors/suppliers for this contract:

Reporting Date: _____

Contract Name: _____

Name of LBE: _____

Portion of Work (Trade): _____

Original LBE Contract Amount: _____

\$ _____

Change Orders, Amendments, Modifications: _____

\$ _____

Final LBE Contract Amount: _____

\$ _____

Amount of Progress Payments Paid to Date: _____

\$ _____

Amount Owing including all Change Orders, Amendments and Modifications \$ _____

Explanation by contractor if the final contract amount for this LBE is less than the original contract amount:

SECTION 2. Please check one:

I did NOT subcontract out ANY portion of our work to another subcontractor.

I DID subcontract out our work to:

Name of Firm: _____

Amount Subcontracted: \$ _____

Name of Firm: _____

Amount Subcontracted: \$ _____

SECTION 3.

To be signed by the LBE:

I agree

I disagree

Explanation by LBE if it is in disagreement with the above explanation or with the information on this form. LBE must complete this section within 5 business days after it has received it from the Prime. It is the LBE's responsibility to address any discrepancies within 5 business days concerning the final amount owed. If the LBE fails to submit the form within 5 business days, the Prime will note this on the form and submit the form as is with the final progress payment.

Owner/Authorized Representative (Signature)

Name and Title (Print)

Firm Name

Telephone

Date



SECTION 4.

If this form is submitted without the LBE's signature, the Prime must enclose verification of delivery of this form to the subcontractor/supplier.

I declare, under penalty of perjury under the laws of the State of California, that the information contained in Section 1 of this form is complete, that the tabulated amounts paid to date are accurate and correct, and that the tabulated amounts owing will be paid within three (3) days after receipt of the City's final payment under the Contract.

Owner/Authorized Representative (Signature)

Name and Title (Print)

Firm Name

Telephone

Date



FORM 10: CMD CONTRACT MODIFICATION FORM

Contractor must submit this form with the required supporting documentation and obtain prior CMD approval when processing amendments, modifications or change orders that cumulatively increase the original contract amount by more than 20% and then for all subsequent amendments, modifications or change orders that cumulatively increase the last CMD approved value by 20%. This form must be completed prior to the approval of such amendments, modifications or change orders.

Name of Project/Contract Title: _____

Original Contract Amount: _____

Contract Amount as Modified to Date: _____

Amount of Current Modification Request: _____

REQUIRED ATTACHMENTS:

1. A list reflecting the new overall contract amounts for the prime contractor, subcontractors, and vendors.
2. A list of all prior contract amendments, modifications, supplements, and/or change orders leading up to this modification, including those leading up to the amendment which increased the original contract amount by more than 20%.
3. A spreadsheet showing each firm's participation for the overall contract, including each firm's participation to date and proposed participation under the modification.
4. A brief description of the work to be performed under this amendment, modification, or change order.

Owner/Authorized Representative (Signature)

Name and Title (Print)

Firm Name

Telephone _____ Date _____

COLLECTIVE BARGAINING AGREEMENT

2012-2016

BETWEEN

RECOLOGY SUNSET & RECOLOGY GOLDEN GATE

AND

**SANITARY TRUCK DRIVERS AND HELPERS UNION
LOCAL 350, IBT**



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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT is made and entered into by and between SANITARY TRUCK DRIVERS AND HELPERS UNION, LOCAL 350, an affiliate of International Brotherhood of Teamsters, hereinafter referred to as the "UNION," and RECOLOGY GOLDEN GATE DISPOSAL & RECYCLING COMPANY, RECOLOGY SUNSET SCAVENGER COMPANY, hereinafter referred to as the "EMPLOYERS."

WITNESSETH

It is the intent and purpose of the parties hereto that this Agreement promote and improve the industrial and economic status of the parties, provide orderly collective bargaining relations between the Employers and the Union, and secure a prompt and fair disposition of grievances so as to eliminate interruption of work and interference with the efficient operation of the Employers' business.

SECTION 1. RECOGNITION

The Employers recognize the Union as the sole collective bargaining representative for all employees of the Employers working in the classifications hereinafter set forth, except and excluding the directors, office clericals, guards, and supervisors as defined in the National Labor Relations Act.

The Employers shall not subcontract any bargaining unit work currently being performed by bargaining unit employees.

SECTION 2. NON-DISCRIMINATION

The Employers agree with respect to all hiring and employment decisions that there will be no discrimination or favoritism of any kind based on race, creed, color, sex, sexual orientation, religion, age or national origin or on the basis of physical or mental disability or medical condition as defined under the Americans With Disabilities Act and the California Fair Employment and Housing Act, or the FMLA, so long as the affected person is fully capable of performing all essential job duties.

SECTION 3. UNION SECURITY

(a) It shall be a condition of employment that all employees covered by this Agreement shall apply for Union membership on or after the thirtieth (30th) day following the beginning of their employment or the effective date of this Agreement, whichever is later, and as a condition of continued employment, shall maintain their membership in the Union in good standing. "Union membership" and "membership in good standing" shall mean for purposes of this provision the payment or tender of payment by the employee of the initiation fee and monthly dues uniformly applied by the Union pursuant to its Bylaws. In the event an employee shall not comply with his/her obligation under this provision, the Union shall so notify the individual, providing such information as is required by the National Labor Relations Act in such circumstances, and copy the Employers. Thereafter, if the employee fails to remove his/her

delinquency within such period of time as the Union allows, but not less than ten (10) days, the Union shall so notify the Employers and the Employer shall terminate the employee forthwith.

(b) The Employers recognize the right of the Local Union to designate a job steward from the Employers' seniority lists. The authority of the job steward so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities: the steward, upon receipt of prior approval from the Employers, shall be allowed a reasonable time to investigate, present and process grievances on Company property without loss of time or pay during his regular working hours, and, where mutually agreed to by the Employers and the Union, off the property and at times other than during his regular working schedule without loss of time or pay. Time spent handling grievances during steward's regular working hours shall be considered working hours in computing daily or weekly earnings.

(c) The steward shall, whenever possible, investigate, present and process grievances after the completion of his daily duties. All employees, including the steward shall report to the proper Employer representative with any concerns regarding unsafe working conditions, including, but not limited to, hazardous material, defective equipment or dangerous access. No shop steward or employee may change a customer container, location of pickup, frequency of pickups, level of service without express authorization from Employer. All employees must report, promptly, any changes in service provided to customer. In the event the handling of grievances and the daily duties of the steward require more than a regular working day, the steward shall receive no extra compensation.

(d) This Agreement shall be binding upon all the parties hereto and their successors. In the event the operations of the Employers which are covered by this Agreement, or any part of said operations, are sold, transferred or assigned, the Employers shall require the purchaser, transferee or assignee to adopt and become a signatory to this Agreement for the duration of its term. At such time as the purchaser, transferee or assignee adopts and signs this Agreement, the Employers' obligations to the Union and to the employees shall cease and the Employers shall have no continuing liability hereunder.

(e) The Employers shall give notice in writing of the existence of this Agreement to any purchaser, transferee or assignee, with a copy to the Union, not later than the effective date of the sale, transfer or assignment.

SECTION 4. EMPLOYERS' RESPONSIBILITY

It is recognized that in addition to other functions and responsibilities, the Employers have and will retain the right and responsibility to direct the operations of the Employers and in this connection to determine the assignment of all work to employees; the scheduling of routes and the methods, processes, and means of operation, to select, hire, promote, demote, and transfer employees, including the right to make and apply rules and regulations for discipline, efficiency, and safety, providing, however, that exercise of such rights shall not conflict with the following provisions of this Agreement.

SECTION 5. JOB CLASSIFICATION AND WAGE RATES

(a) All occupations to which employees within the respective bargaining units are or may be assigned are classified into categories listed below. It is understood that the determination and operation of the job classification is the function and responsibility of the Employers and placement of employees in any of the following classifications shall be subject to the requirements of the Employers. Job descriptions for each of the classifications which are covered by this Agreement and which are utilized by the Employers are set forth in Section 23 of this Agreement.

(b) Each employee will be assigned to a classification, the duties of which he/she is competent to perform and which generally reflects his normal work. The fact that a job classification is listed herein does not necessarily mean that it must be utilized by the Employers.

(c) Any employee assigned by his Employers to perform work for any other company shall, for the duration of such assignment, remain subject to the terms and conditions of this Agreement.

(d) Any dispute involving job classifications shall be settled in accordance with the procedures set forth in Section 16 hereof.

WAGE RATES:

	1/1/12	7/1/13 COLA 3.0%-5.0%*	1/1/14 COLA 3.0%-5.0%*	1/1/15 COLA 3.0%-6.0%*	1/1/16 COLA 3.0%-6.0%*
Helper/Driver	39.01	COLA 40.18	COLA 41.39	COLA 42.63	COLA 43.91
Recycling Collector	39.01	Adjust to Fan 3 Wage w COLA 42.23	COLA 43.50	COLA 44.80	COLA 46.15
Commercial Driver	41.00	COLA 42.23	COLA 43.50	COLA 44.80	COLA 46.15
Route Leadperson Fantastic 3	41.00	COLA 42.23	COLA 43.50	COLA 44.80	COLA 46.15
Shop Foreperson	44.10	COLA 45.42	COLA 46.79	COLA 48.18	COLA 49.63
Assistant Shop Foreperson	42.64	COLA 43.92	COLA 45.24	COLA 46.59	COLA 47.99
Mechanic/Truck Welder	42.00	COLA 43.26	COLA 44.56	COLA 45.89	COLA 47.27

	1/1/12	7/1/13 COLA 3.0%-5.0%*	1/1/14 COLA 3.0%-5.0%*	1/1/15 COLA 3.0%-6.0%*	1/1/16 COLA 3.0%-6.0%*
Shop Person	39.36	COLA 40.54	COLA 41.76	COLA 43.01	COLA 44.30

*The dollar amounts shown for 7/1/13, 1/1/14, 1/1/15, and 1/1/16 are minimums, which assume a COLA increase of 3% each year.

The percentage increase above of three to five percent for the 7/1/13 and 1/1/14 adjustments and three to six percent for the 1/1/15 and 1/1/16 adjustments shall be referred to hereinafter as "floor/ceiling". Employer agrees that increases in wages shall be based on the BLS Consumer Price Index (BLS CPU-U) All Urban Consumers for San Francisco-Oakland San Jose area (1982-84=100) (hereinafter "Index") subject to the following conditions:

Employers shall determine the increase in the Index as follows:

For the increase effective July 1, 2013, the Employers shall apply the Index based on the period October 2011 to October 2012, subject to the Floor/Ceiling. For example, if the Index based on October 2011/October 2012 is 1.2%, the increase applicable July 1, 2013 shall be 3.0%. January 1, 2014, the Employers shall apply the Index based on the period October 2012 to October 2013, subject to the 2014 Floor/Ceiling. The increase in each year commencing January 1 thereafter shall be based on the same October to October test, as follows: 2015 shall be based on October 2013/October 2014, and 2016 shall be based on October 2014/October 2015 subject to the floor/ceiling applicable for that year.

The percentage increases above shall be based on the wage rate then in effect. For example, if the wage rate for Helper/Drivers in 2014 is \$41.39/hour, and the Index for 2015 as determined above is 3.3%, the Helper/Driver hourly rate effective January 1, 2015 shall be \$42.75. These increases shall be cumulative, and permanent.

Any Employee who is required to maintain a Class A drivers license for the purpose of performing work, shall receive the same wages as the Transfer Drivers in the Recology SF "Long Haul" CBA.

Employees in the Cart Department shall be paid at the Helper/Driver rate of pay; if the employee drives, he/she shall be paid at the Fan 3 rate of pay for all time spent driving/on the road.

When the need exists for a second person on a front loader route, the Company will pay the second person at the Commercial Driver wage rate. Second persons on rear loaders will be paid under the Helper Driver scale. All Drivers will be paid the Fan 3 rate of pay with the following exceptions: Recycling Drivers who will be paid under the Recycling Collector scale above until 7/1/13 at which time they will be paid according to the Fan 3 scale.)

The above rate for the Shop Foreperson of \$44.10 was calculated at 5% above the \$42.00 Mechanic Truck Welder rate. Beginning with the July 1, 2013 increase, the rates for the Shop

Foreperson set out above were calculated by applying the applicable COLA formulas to the \$44.10 rate.

(e) New Hire Addendum

All employees who have completed six full months of employment as of January 1, 2012 will receive 100% of the hourly wage and benefits for their classification from that date forward. All employees hired after January 1, 2012 shall be hired under the following wage percentages which take precedence over any conflicting wage in the Collective Bargaining Agreement.

1. **Wages** - New hires shall work under the applicable percentage in the employee's classification.

During 1st 12 months of employment	80% of hourly wage
During 2nd 12 months of employment	85% of hourly wage
During 3 rd 12 months of employment	90% of hourly wage
After completion of 36 months	100% of hourly wage

(f) Mechanic Certifications

A.S.E. Certified mechanics will receive a base hourly wage increase based on the level or levels of certification they obtain and maintain. This certification is available to the Shop Foreperson and Assistant Shop Foreperson, and Mechanics.

- 1st Level: Diesel Engine Certification 5%
- 2nd Level: Certified Master Technician T3, T4, T5, T6 & T8 5%

The Shop Persons who perform the work of a Lube Preventive Maintenance Person will receive a maximum base hourly wage increase of 3% if they pass the T8 test.

SECTION 6. GUARANTEED HOURS AND REASSIGNMENT

(a) All regular employees shall be guaranteed eight (8) hours per day and forty (40) straight time hours of pay per week; provided such employees make themselves fully available for work; provided further, however, that such guarantees shall not apply to employees with less than one hundred twenty (120) calendar days of continuous service to the Employers.

(b) Upon completion of an employee's assigned route in less than eight (8) hours, the employee must report to the garage before going home. Any employee who is reassigned to perform any additional work (except missed pickups) shall be paid time and one-half for all such additional work.

(c) Any employee who, at the specific direction of the dispatcher, is assigned and performs work in a higher job classification shall receive the wage rate shown in Section 5 (above) for such higher classification for each day on which such work is assigned and performed.

(d) No Helper/Driver shall be required or allowed to perform said duties unless he is specifically directed to do so by the company official in charge of Route Leadperson. Any Helper/Driver who is directed to perform said duties shall be paid Route Leadperson wages for the actual time spent performing said duties.

SECTION 7. HOURS OF WORK

(a) Straight Time Hours

Forty (40) hours of work shall constitute the maximum straight time work week, provided that this section shall not be construed as limiting the number of hours of work any employee may perform at overtime wage rates.

(b) Overtime

All work performed in excess of eight (8) hours in any work day shall be paid for at the overtime rate of one and one-half (1-1/2) time the straight time rate. All work performed after twelve (12) hours in one day shall be paid at the double time (2X) rate of pay.

(c) Saturday and Sunday Work

All work performed on Saturday shall be paid for at the overtime rate of one and one-half (1-1/2) times the straight time rate, and any employees performing Saturday work shall be paid for not less than eight (8) hours.

All work performed on Sunday shall be paid for at the overtime rate of two (2) times the straight time rate and any employee performing Sunday work shall be paid for not less than eight (8) hours.

(d) The regular work week shall be Monday through Friday, inclusive.

(e) All shifts on Fridays that are required to perform Saturday work shall be scheduled after 6:00 p.m. and at the rate of Saturday rate of pay.

All shifts on Saturdays that are required to perform Sunday work shall be scheduled after 6:00 p.m. and at the rate of Sunday rate of pay.

All shifts on Sundays that are required to perform Monday work shall be scheduled after 6:00 p.m. and at the rate of Monday rate of pay.

(f) It is agreed that the Employers have the right to require employees to work overtime as needed and that employees may be held over after completion of their regular routes or shifts as needed. Call-out overtime (e.g. Saturday and Sunday overtime) shall be offered in

descending order of their seniority to employees who are qualified to perform the work required on the particular route. If the most senior qualified employee declines the offer, the overtime shall be offered to the next most senior qualified employee and so forth until the roster is exhausted; the least senior qualified employee shall be required to accept the call-out overtime assignment. In case of an emergency, the Employers shall have the right to depart from the foregoing seniority procedure and the employee designated to work the call-out overtime shall be required to perform the work. No employee will be allowed to work a double shift in violation of DOT policy.

(g) The Employers shall maintain seniority rosters of qualified employees and shall rotate overtime on a fair basis.

SECTION 8. PAID HOLIDAYS

(a) The following shall be paid holidays under the terms of this Agreement and all eligible regular employees shall receive eight (8) hours straight time pay for each of such holiday in addition to pay received for work performed during the course of such holidays.

New Year's Day	Employee's Birthday
Martin Luther King's Birthday	Labor Day
President's Day	Columbus Day
Cinco de Mayo	Veteran's Day
Memorial Day	Thanksgiving Day
July 4 th	Christmas Day

(b) The total pay for a holiday received by regular employees shall be eight (8) hours straight time holiday pay plus an additional eight (8) hours pay at the overtime rate of 2 times the straight time rate of pay for any holiday actually worked: provided such employees work the regularly scheduled work day immediately preceding the holiday and the regularly scheduled work day following the holiday. If the employee works the holiday but does not work both the regularly scheduled work day immediately preceding the holiday and the regularly scheduled work day following the holiday, they will receive eight (8) hours straight time holiday pay plus an additional eight (8) hours pay at the straight time rate. The employee shall be excused from the requirement of working the day before and/or the day after if, upon either such day, the employee is absent on a leave of absence approved in writing by the Operations Manager, or his substitute, excused by evidence of a doctor's note, on vacation, on another holiday, or on account of any work related illness or injury sustained on the job or off the job. In any event, the employee must present verification of illness or injury satisfactory to the Employers. Payments for holidays shall be in strict conformity with this subparagraph (b), and all past practices by which employees of either Employer have in the past received payments which vary from the provisions of this subparagraph (b) are hereby abolished.

(c) With respect to all employees other than regulars, any employee who reports for work and is put to work more than ten (10) days in a calendar month shall be entitled to any paid holiday which occurs during that month.

(d) If an employee's birthday falls on a regular working day for that employee, the employee will be allowed to stay home as long as the Employer can cover the work with its existing complement of employees. Any employee who desires to take his birthday off shall so notify the dispatcher five (5) days prior to his birthday. In the event that more than one employee desires to take the same day off as his birthday and the dispatcher is unable to allow all such employees to take the day off, the employee(s) granted the day off shall be selected on the basis of Company seniority; and if the remaining employees still desire to take a day off in lieu of their birthday, the dispatcher and each such other employee will select a mutually acceptable alternative date. In that event, the alternate date shall be deemed to be the employee's birthday for purposes of payment. If the employee takes his birthday off, he shall be paid a total of 8 hours at the overtime rate of 2 times the straight time rate. If an employee works on his birthday (except that in the case where an alternative date is selected as set forth above, the alternate date shall be considered to be the birthday), he shall be paid in accordance with paragraph (b) of this Section. It is understood between the parties that all regular employees are entitled to eight (8) hours pay for each holiday whether the holiday is worked or not, provided they are still generally eligible for benefits.

(e) If any of the above-mentioned holidays falls on Sunday, the following Monday shall be observed as a holiday; if any of the above-mentioned holidays falls on Saturday, the preceding Friday shall be observed as a holiday. When a holiday falls during an employee's vacation period, the employee shall be paid an additional day's pay.

(f) Notwithstanding the foregoing, there shall be no pyramiding of pay for holiday work.

(g) All holiday work must be assigned by seniority.

(h) All employees assigned to the City Can Routes shall perform their job on the holidays in that department as required.

SECTION 9. VACATIONS

(a) All regular employees shall be entitled to a paid vacation following each year of continuous employment to be taken at a time agreeable to their Employers. They shall be entitled to paid vacations as follows: one (1) week after one (1) year of continuous employment; two (2) weeks after two (2) years of continuous employment; three (3) weeks after four (4) years of continuous employment; four (4) weeks after seven (7) years of continuous employment; five (5) weeks after twelve (12) years of continuous employment; six (6) weeks after twenty (20) years of continuous employment; seven (7) weeks after twenty-five (25) years of continuous employment; and eight (8) weeks after thirty (30) years of continuous employment. Time off as a result of an industrial injury shall be credited as time worked for purposes of this section.

(b) All vacations shall be subject to the qualifying requirements of the Company.

(c) Employees shall be required during December of each year to sign up for their vacation dates for the coming year in accordance with the following procedures:

(i) During the first week of December the Employers shall notify all employees that the vacation sign-up will occur during the last two (2) weeks in December, Employees may sign up for vacation through a written proxy. The employee's vacation will be recorded at the time he/she would normally sign per seniority. In the event that any weeks) are unavailable, the employee will be allowed to sign in person per part (iv).

(ii) During the last two weeks in December, the Employers will assign a date for each employee to meet with the Dispatcher for the purpose of signing up for the employee's vacation preferences. The date for meeting with the Dispatcher shall be assigned on the basis of departmental seniority, with the employee in the department having the most Company seniority being given the opportunity to sign up first, and so forth;

(iii) Any employee who fails to show up on the date assigned will be allowed to sign up for a later date, but will not be entitled to bump other employees who signed up timely. In such event, the Employers shall attempt to accommodate the employee's first choice of vacation dates, but the Employers retain the sole discretion to require the employee to choose from other available dates.

(iv) The Employers guarantee that if an employee is sick or otherwise off work at the time he is supposed to sign up for his vacation, the Employers will allow the employee to sign up at the time such employee returns to work

(v) An employee who has already signed up may change his prior choice of vacation dates, but only after consulting with his Employer and reaching a mutually satisfactory agreement. The Employers, insofar as is practicable, will grant employees vacation on the dates selected by the employees.

It is also agreed that employees will have the option to work part of their vacations rather than take time off. This option is available for any weeks in excess of three (3) weeks that the employee has earned. If an employee desires to exercise said option, he must communicate his desire during the sign-up in December of the year preceding the vacation year. Once the employee has decided to cash out excess vacation, said vacation checks shall be issued during the month of February.

(vi) In the administration of the provisions of these vacation scheduling procedures, there shall be absolutely no bumping of employees already signed up, regardless of seniority, unless agreed to by the employees involved in the individual change being requested.

VACATION SCHEDULE

**GOLDEN GATE DISPOSAL & RECYCLING COMPANY EMPLOYEES
GARBAGE ROUTE**

January to middle of June - 10 per week
Middle of June to middle of September - 10 per week
Middle of September to end of the year - 10 per week

DEBRIS BOX DEPARTMENT

January to middle of June - 3 per week
Middle of June to middle of September - 4 per week
Middle of September to end of the year - 3 per week

FRONT LOADERS

3 per week all year

SHOP DEPARTMENT

Mechanic/Truck Welder - 3 per week
Shop Person - 2 per week

**SUNSET SCAVENGER COMPANY
GARBAGE ROUTE**

January to June 15th - 20 per week
June 15th to September 15th - 20 per week
September 15th to the end of the year - 20 per week

DEBRIS BOX DEPARTMENT

January to June 15th - 3 per week
June 15th to September 15th - 4 per week
September 15th to the end of the year - 3 per week

FRONT LOADERS

3 per week all year

SHOP DEPARTMENT

Mechanic/Truck Welder- 4 per week
Shop Person - 2 per week

CART DEPARTMENT

2 per week

(vii) In the event there is a conflict between a mechanic's vacation and his night shift obligations, the mechanic will try to arrange a voluntary switch with another mechanic. In the event that the switch cannot be done on a voluntary basis, the lowest mechanic on the Seniority List will be required to switch.

(d) If upon termination, an employee has completed less than a full year of continuous service from his last anniversary, the employee shall be paid pro rata his accumulated vacation based on the number of months worked since his last anniversary.

(e) No employee shall be allowed to take more than four (4) consecutive weeks of vacation, except that an employee who furnishes proof that he is going to go out of the country for his vacation and that he needs additional time off may request more than four (4) weeks. The additional time shall be granted upon satisfactory proof.

(f) Vacation pay shall be computed and paid at the classification in which the employee worked the most hours in the preceding calendar year. This shall not apply where an employee has successfully "bid into" a new classification. In that instance, vacation pay shall be paid at the classification rate which the employee bid into.

(g) All employees who retire pursuant to the Employers' pension plan during any month of the year shall be entitled to receive their full vacation pay in the event that such employee did not take their vacation-time allowance off during the same year.

(h) No Employee shall be charged vacation (during any absence) day except when approved by the individual employee. This paragraph does not change the requirements/qualifications for vacation scheduling, use, and approval.

(i) The Company commits to make sufficient slots available at Vacation Sign Up to allow all employees to sign up for all their vacation during the calendar year.

SECTION 10. SICK LEAVE

(a) Each regular employee shall be entitled to take up to twelve (12) days paid sick leave per year. As used herein, the term year means a period from January 1 to January 1 during the life of this Agreement.

(b) An employee shall be entitled to receive pay for a sick day commencing with the first day of each illness; provided, however, that he must furnish satisfactory medical verification of each said illness if requested. Any employee absent due to illness for only one day will not be requested to provide a medical certificate to be paid.

(c) On the first payday following January 1, of each year each employee shall receive a day's pay for each unused day of sick leave. Said pay shall be at the wage rate which was in effect during the period in which the unused sick leave was accrued.

(d) There shall be no accumulation of sick leave from year to year.

(e) No Employee shall be charged a sick day (during any absence) except when approved by the individual employee. This paragraph does not change the requirements regarding the use of sick days.

SECTION 11. MAINTENANCE OF BENEFITS

(a) If an employee is off work due to illness or injury on state disability, any benefit, except health and welfare insurance, due him or her under the Collective Bargaining Agreement shall be paid for a maximum of six (6) months. The contract provides disability insurance which begins after the employee has been disabled for one hundred eighty (180) days. Health and welfare benefits shall continue for a maximum of twelve (12) months. Any employee being paid under workers compensation laws are not subject to these limitations. Benefits to employees being paid under workers compensation laws shall terminate at the conclusion of the workers compensation proceeding. No employee shall suffer a reduction of his or her hourly wage by the implementation of this Collective Bargaining Agreement.

(b) Health and Welfare. Effective on the first of the month following ratification of this Agreement, employees who work eighty (80) or more hours per month will receive the Recology Health, Life and Long-Term Disability Package. The Employers may modify said package from time to time, upon notice to the Union, but guarantees that the level of benefits included in the package will not be reduced during the term of the Agreement unless required by law. Further, during the term of this contract there will be no monthly employee premium contribution for the employee to participate in the Aetna EPO Plan, Aetna PPO Plan, Kaiser HMO Plan or HealthNet HMO.

(i) Effective July 1, 1997, the Kaiser HMO Plan and HealthNet will be changed so there will be no co-pay for doctor visits.

(ii) Effective January 1, 2007, the annual maximum for dental benefits in the dental indemnity plan will increase from \$3,500 to \$4,000.

(iii) Effective January 1, 2005, with the exception of Aetna, the maximum number of chiropractor visits in Kaiser will be forty (40) per year and HealthNet will be fifty (50) per year.

(iv) Effective January 1, 2007, the eyeglass frame allowance for the Aetna vision plan will be increased from \$100 to \$200.

a) Allowances in the other health plans are as follows:

(1) Kaiser eyewear allowance: \$200.

(2) HealthNet eyeglass frame allowance: \$100.

(v) Effective January 1, 2002, the lifetime orthodontic maximum in the dental indemnity plan will be increased from \$2,000 to \$2,500.

(vi) This agreement supersedes the San Francisco Healthcare Accountability Ordinance and the San Francisco Healthcare Security Ordinance and the Union hereby waives any additional rights or benefits employees covered by this agreement may have under these laws if either or both were legally applicable or subject to waiver.

(c) Supplemental Payment. The Employers shall pay \$75.00 per week to each employee who is off work on account of illness or injury; provided, however, that there shall be no payment for the first two (2) weeks of absence.

(d) Retiree Health Plan. Effective January 2007 (December hours/January Contributions) the Employers shall participate in the Teamsters Benefit Trust (TBT) by contributing to the Retirement Security Plan ("RSP"), a retiree health plan, on behalf of each employee who has passed their probationary period and who works eighty (80) hours or more per month. The Employers shall submit the RSP monthly contribution rate as determined by the TBT Board of Trustees on behalf of all active members subject to this Agreement and shall pay a supplemental RSP monthly contribution as determined by the TBT Board of Trustees for purposes of making the RSP comparable to active employee coverage for Rule of 84 Retirements as described in paragraph (k) up to the retiree's 65th birthday. Said supplemental RSP premium shall not exceed 10% of the standard RSP GOLD premium through 12/31/15 and shall not exceed 12% of the standard RSP GOLD premium thereafter. The Employers shall maintain both the standard and supplemental components of the RSP benefit for the duration of this Agreement.

For purposes of their participation in the RSP the Employers hereby adopt the TBT Agreement and Declaration of Trust and agree to accept the TBT Subscriber's agreement providing for participation in the RSP.

(e) Pension Plan. The Employers shall continue to maintain a pension plan for all eligible employees. The designation of the plan for employees hired prior to January 1, 1989 and employed by Golden Gate Disposal Company is the RECOLOGY INC. DEFINED BENEFIT PENSION PLAN. The designation of the plan for employees hired prior to January 1, 1989 and employed by Sunset Scavenger Company was the ENVIROCAL, INC.—RETIREMENT PLAN. The ENVIROCAL, INC. RETIREMENT PLAN was merged with and into the RECOLOGY INC. DEFINED BENEFIT PENSION PLAN and remains a separate benefit structure under that plan. Employees hired by either Company on and after January 1, 1989 shall be participants in the RECOLOGY DEFINED BENEFIT PENSION PLAN, and not in the other plans mentioned above. The current trustee of the pension plan is Prudential Bank and Trust Company, FSB, and the Employers may change trustees at any time.

The earnings upon which pension benefits under each plans shall be determined, shall be those earnings defined in each plan.

(f) For eligible employees who retire under the terms of the pension plan on or after January 1, 2000, the multiplier in the RECOLOGY—DEFINED BENEFIT PENSION PLAN shall be 1.6% and the multiplier in the ENVIROCAL benefit structure under the RECOLOGY INC. DEFINED BENEFIT PENSION PLAN shall be 1.75%. These multipliers for eligible

employees will be used for all years of Benefit Service. Effective January 1, 2001, employees who are participants in the RECOLOGY DEFINED BENEFIT PENSION PLAN who are represented by Teamsters Local No. 350 and who accrue the RECOLOGY benefit will have their retirement benefits calculated using a maximum Benefit Service of 40 years, and their maximum benefit will be \$4,166.67 per month. Plan Compensation does not include any compensation earned after 40 years of Benefit Service. Participants who accrue the ENVIROCAL benefit will continue to have their retirement benefits calculated using a maximum Benefit Service of 40 years, their maximum benefit will be \$4,166.67 per month, and Plan Compensation does not include any compensation earned after 40 years of Benefit Service.

(g) Starting with the Pension Plan Year beginning 10/01/2012, and for the term of any successor agreement(s), Recology Inc. will increase its annual contribution to the Recology Defined Benefit Pension Plan so that (by generally accepted actuarial standards) the plan is projected to be funded at 90% no later than September 30, 2016. "90% funded" for this purpose shall be measured by taking the market value of plan assets and dividing by the actuarially determined accumulated benefit obligation (ABO) on the Company's pension plan disclosure at the end of the prior plan year. In order to obtain this 90% funded status, the Employers agree to make an average annual contribution of \$18 million until the 90% funded status is reached. In addition to the annual average contribution of \$18 million an additional average contribution of \$7 million will be made each plan year (for a total average contribution of \$25 million per plan year over the term of this Agreement), or such lower amount to bring the funded status up to 90%, but the total contribution for the plan year shall not exceed the maximum deductible under the Internal Revenue Code. "Average" for purposes of the Employers' funding obligation is not intended to (1) change the Employers' overall funding obligation but to recognize that the Employers may contribute more than \$25 million in one year and less than \$25 million in another; or (2) allow the Employers to backload this funding obligation on the later years of this agreement. As long as the Plan is at the 90% funded level as described above, no contributions in excess of ERISA minimum contributions will be required by this Agreement.

(h) In addition to the 90% funding obligation described in the preceding paragraph, effective October 1, 2015 the funded percentage of the Recology Defined Benefit Plan shall be no less than 80% as defined by the Adjusted Funding Target Attainment Percentage as that term is defined by the Pension Protection Act of 2006. At the conclusion of each plan year, the Employers shall allow an independent actuary to review information and data actuarially necessary to determine the Plan's funded status. Such review shall be performed by Milliman USA (or such other qualified actuary designated by the Union).

(i) The Union may designate one individual to be appointed by the Recology Board of Directors to the Recology Pension Committee. Such individual must be competent in pension matters, be willing to carry out the fiduciary duties under ERISA, and be approved and appointed by the Recology Board of Directors.

(j) The parties acknowledge that, (a) although this Agreement applies to Recology subsidiaries Golden Gate Disposal and Sunset Scavenger, the funding obligations described in this paragraph (g) are assumed by parent corporation Recology, Inc., and (b) these funding obligations are intended to reach the targeted funded percentages listed for purposes of the

Recology Defined Benefit Plan in its entirety, not simply the Golden Gate Disposal and Sunset Scavenger benefit structures within that Plan.

(k) Rule of 84 Retirement. Effective January 1, 1998, when an Employee reaches the age of fifty-four (54), and the Employee's age when combined with the total years of contributory service exceeds eighty-four (84), the Employee shall meet the age and contributory service requirements to retire with one hundred percent (100%) of the pension benefits. Employees who choose to exercise this early retirement option after September 2012, shall not be eligible to participate in the Employer's health plan but shall instead be eligible to participate in the Teamsters Benefit Trust's RSP and Supplemental Retirement Security Plan, referenced above, according to the eligibility requirements of that plan (with the exception of those former Envirocal Noteholders, who are entitled to coverage under the Employer's plan by separate contractual undertaking).

It is understood between the Parties that employees who choose to retire prior to October 2012 as Rule of 84 Retirees shall continue to participate both in the Employer's health plan up to age 65 and TBT's RSP plan.

SECTION 12. FUNERAL LEAVE

Each employee shall be entitled to receive up to eight (8) days' paid funeral leave (or nine (9) days if the employee is required to travel outside of the State of California) on each occasion of the death of a grandparent, grandchild, mother, father, grand-parent-in-law, mother-in-law, father-in-law, sister, brother, spouse or child. The Employers agree that once the employee satisfies his Employer, with proof of death, the funeral leave will automatically be paid without delay.

SECTION 13. UNIFORMS AND EQUIPMENT

(a) Packing Can: It is understood that most rubbish collection employees employed by Golden Gate Disposal Company do not utilize packing cans. Should the need arise on any route, Golden Gate Disposal Company agrees to supply an appropriate packing

Sunset Scavenger Company shall supply and maintain, within each twelve-month period, one standard packing can, 24 inches in diameter, with wheels, carrying handle and dumping handle, for each employee who is required to use one on the route.

Each employee of the Employers to whom a can is furnished is responsible for any damage to it which is the result of the negligence of the employee. In the event a can is lost or damaged beyond repair, the can must be replaced by the employee at his own expense. Before a replacement can is issued, the employee seeking a replacement at the end of the twelve-month period must turn in his old can.

(b) Rain Gear: The Employers shall furnish each contract year, at Company expense, rain gear when required for route employees, not to exceed one set every year. In the event the rain gear is lost or damaged beyond repair before the expiration of the one-year period, the employee must replace it at his own expense.

The Employers will maintain an adequate number of sets of rain gear in the shop for use as needed by shop personnel.

(c) Uniforms: The Employers will furnish to each regular employee, including shop, five (5) sets of uniforms in February of each year. The Employers shall also furnish for use by shop personnel an adequate supply of coveralls. All employees working outside the facility must have their high visibility vests as the outermost garment.

(d) Work Boots: Employers agree during January of each year during the term of this Agreement to pay each regular employee \$200.00 to be used for the purpose of purchasing work boots. Work boots shall be substantial in quality and of the type customarily worn by garbage collectors and shall be in reasonably good condition. Employees will not be allowed to wear excessively worn boots or unsafe footwear.

(e) Safety Equipment: The Employers shall maintain for use as required by shop personnel an adequate supply of safety equipment such as welding masks, hard hats, dust filters and such other devices as may be required by law or regulation. Safety bonus that were paid separately in prior contracts are now computed in the hourly wage as set forth in Section 5.

(f) Hand Tools and Insurance: Shop personnel must provide all their own hand tools. The Employers agree to provide adequate insurance to compensate shop personnel for losses as the result of theft or other casualty. Such compensation shall be by replacement of the tool and not by cash.

(g) Gloves: The Employers will furnish fifteen (15) pairs of working gloves per year to route employees.

(h) No Cash Allowance: Except as provided in subparagraph (d), above, there shall be no cash allowance given to any employee in lieu of the receipt by him of any of the items provided for in this Section 13.

(i) Employees are required to wear their uniforms and work shoes at all times during working hours. Any employee who violates this requirement shall be sent home without pay and shall receive a warning letter.

SECTION 14. NO STRIKES OR LOCKOUTS

It is agreed that there shall not be any stoppage of work either by strike or lockout by the Union or the Employers during the life of this Agreement. It shall not be deemed a violation of this Agreement or cause for discharge for any employee to honor any picket line authorized by the Joint Council of Teamsters having jurisdiction in the territory where the picket line is in effect, and no employee shall be discharged or discriminated against for Union activities or upholding Union principles.

SECTION 15. DISCHARGES AND SUSPENSIONS

(a) Employees shall be subject to discharge for dishonesty, intoxication, willful insubordination, recklessly negligent performance of duties, competing with Employers, without

prior warning or notice. Discipline for other matters such as, but not limited to, habitual tardiness, failure to report for work, neglect of duty, and violation of published company rules and regulations shall require a written warning to the employee and any similar offenses occurring after two prior warnings and within six (6) months of the last warning shall be grounds for discharge. Discipline for absenteeism and tardiness shall be tracked separately from other offenses for purposes of discipline. All warning letters may not be used for disciplinary action if said warning letter is more than six (6) months old. Copies of all warnings must be sent to the Union.

(b) Any suspension for more than five (5) days is governed by the same procedure as that required for discharges. A suspension of five (5) days or less may be given without notice but shall not be given without just cause. A notice of suspension of less than five (5) days shall be sent to the Union and shall constitute a written warning within the meaning of subsection (a) hereof.

(c) Probationary employees are subject to discharge for any reason deemed sufficient in the sole discretion of the Employers.

SECTION 16. SETTLEMENT OF DISPUTES

(a) Disputes: In the event that a dispute arises during the term of this Agreement regarding the interpretation or enforcement of any section of this Agreement, or the terms or provisions of written agreements supplementary to this Agreement, the matter in dispute in all its particulars shall be set forth in writing by the complaining party and served upon the other. If the dispute is not settled by the parties within ten (10) working days following the receipt of such written notice, or within such extended time as may be agreed upon, the dispute shall be referred to the Federal Mediation and Conciliation Service. No change in this Agreement, or interpretations resulting from a Federal Mediation and Conciliation Service or arbitration proceeding hereunder, will be recognized unless agreed to by the Employers and the Union.

(b) FMCS: If the dispute is not settled by the parties within ten (10) working days following the receipt of such written notice or within such extended time as may be agreed upon, the dispute may be referred to the Federal Mediation and Conciliation Service (FMCS) in accordance with subsection (b) hereof. Written notices given under this provision may be transmitted by telefacsimile (fax). If the United States Postal Service is used for notice, the post-marked date will be the date upon which service is effective.

(c) Arbitration: In the event that a resolution of a dispute regarding the interpretation or enforcement of any of the sections of this Agreement, or the terms or provisions of written agreements supplementary hereto, is not reached at the FMCS step, the dispute shall, upon the request either of the Union or the Employers, be submitted to a neutral arbitrator mutually selected and agreed upon, whose decision shall be final and binding.

(d) Selection of Arbitrator: Unless the parties can otherwise agree upon an arbitrator, a list of arbitrators shall be requested from the Washington, D.C. Office of the Federal Mediation and Conciliation Service. After a toss of a coin to decide which party shall move first, the Employers' representative and the Union representative shall alternatively strike one name from

the list until one name remains and such person shall be the arbitrator for the determination of the case. The next to the last name stricken shall be the alternate arbitrator, and so on. The arbitrator shall have no right, power or authority to add to, subtract from, alter, amend or change any term or provision of this Agreement. Discovery procedures as permitted under California Law are permissible.

(e) Cost of Arbitration: Each party shall bear its own expense in presenting the case to the arbitrator. The expense of the arbitrator and of the reporter, if any, shall be divided between the parties hereto. The Employers agree to pay a sum equal to but not greater than one-half of said expense, and the Union agrees to pay a sum equal to but not greater than one-half of said expense. Each side shall bear its own expense of producing witnesses, experts, interpreters and the like.

(f) No Interruption of Work: There shall be no interruption of work during the settlement of a dispute.

SECTION 17. CHECK-OFF SYSTEM AND CREDIT UNION

(a) The Employers agree to recognize all written authorizations from Union members authorizing the deductions for their compensation of all uniformly required dues for the period of authorization which, in any event, shall be irrevocable for a period of one year. The Employers do not agree to deduct initiation fees, assessments or other exactions imposed by the Union unless the expense to the Company is paid by the Union. All deductions made pursuant to this Agreement shall be deducted from the employee's second payroll check of the month and shall be transmitted to the office of the Union by the twenty-eighth (28th) day of the same month. In the event the amount of said deductions is not transmitted to the office of the Union by the 28th day of any month for some reason beyond the Employers' control (for example, the fact that a particular pay period ends on or close to the 28th day), the Employers shall have a reasonable time within which to make said remittance. In no event shall the Employers' failure to make timely remittance be deemed by the Union, for any purpose whatever, to be a default in the timely payment of dues by any Union member.

(b) The Employers shall make credit union deductions from employee paychecks and transmit the amounts deducted to the employee's credit union upon receipt of authorization and designation duly executed by the employee; provided, however, that the deduction so authorized is a fixed sum each payday and the amount is not changed by the employee more frequently than once a year.

(c) DRIVE Deduction: (Upon ratification) the Employers agree to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employers of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly/bi-weekly basis for weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage.

Employers shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf

a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employers annually for the Employers' actual cost for the expenses incurred in administering the payroll deduction.

SECTION 18. PAST PRACTICES

(a) The parties agree that during the term of this Collective Bargaining Agreement, all past practices shall continue provided they are consistent, well-defined and have been repeatedly followed by both parties, over a reasonable period of time without objection. Both parties agree that during the term of this contract to meet as often as needed to list all past practices that currently exist.

(b) No past practice which may subsequently be determined to constitute a discriminatory employment practice shall be maintained; provided further, that should any provision of this Agreement or any practice maintained in effect pursuant to this Agreement be required to be terminated, modified or amended in any way by an order of any court of competent jurisdiction, the parties hereto agree that they will forthwith make whatever changes, modifications or amendments as required to be made to this Agreement or said practice by the order of said court.

SECTION 19. CASUAL AND EXTRA EMPLOYEES

(a) The parties recognize that the Employers have a need for casual and/or extra employees to replace employees who are sick, on vacation or who for other reasons do not report for work. Accordingly, the Employers shall establish a pool of persons who are available for such work. A list of such individuals shall be maintained by the Employers, arranged sequentially in accordance with their first day of work, and shall be updated as needed for accuracy.

(b) Available extra work, including vacation relief, shall be assigned by seniority from the list of casuals in the order that such casuals appear on the list. When a casual completes the assignment, he shall be returned to his place on the casual list for further work assignment.

(c) The Employers shall have the right to eliminate names from the casual list on the basis of unreliability, poor work performance, or for other legitimate reasons. The grievance procedures of this Agreement shall not be available to casuals because they have been eliminated from the list, except as provided in paragraph (d) below.

(d) New registrants on the casual list shall be considered on probation, and shall not acquire seniority until they have completed one hundred twenty (120) calendar days. Upon achieving seniority, a casual shall be entitled to use the grievance procedures of the Agreement. The Guaranteed Hours provision of the Agreement shall not be applicable to casuals or extra employees.

(e) Casuals shall not be used in the manner that deprives regular employees of reassignments under Section 6(b) of this Agreement.

(f) Casual employees who have acquired seniority shall accrue vacation pay and sick leave on a pro-rata basis, and those who work at least 80 hours or more in a month will also be eligible for Recology Health and Welfare benefits. Casual employees shall receive the same benefits as regular employees after two years of employment as a casual.

(g) Vacancies in regular employment shall be filled from casuals who have achieved seniority, in the order that their names appear on the casual list. In the event of layoff of regular employees, they shall have the right to be included at the top of the casual List, in accordance with their seniority. Their recall rights under this Agreement shall remain intact while performing work as casuals. Such laid off regular employees shall receive the full contractual rate of pay while working off the casual list.

SECTION 20. STARTING TIME

(a) Changing of established starting times shall be at the discretion of the Employers, with notice of any such change posted on the bulletin board at least 24 hours in advance. Said posting requirement applies only to general changes in shift starting times and does not apply to changes in individual starting times which may from time to time be required.

(b) It is understood that all routes that ordinarily leave the garage before 6:00 a.m. are considered to be night routes. All routes which ordinarily leave the garage at or after 6:00 a.m. are morning routes.

SECTION 21. COFFEE BREAKS

All employees shall each day be entitled to take two (2) paid coffee breaks of fifteen (15) minutes each. An unpaid lunch break of thirty (30) minutes at as near to mid-shift as possible is also permitted.

SECTION 22. SENIORITY AND LAYOFFS

(a) Separate Seniority: It is understood and agreed that the seniority provisions of this Agreement shall apply separately to Golden Gate Disposal Company and to Sunset Scavenger Company. It is further understood that said seniority provisions shall also apply separately to the Shop Departments and the Garbage Collection Departments of each Employer and to the Curbside Recycling Program Department at Sunset Scavenger Company and that said departments shall be considered as distinct entities for purposes of the application of these provisions.

(b) Attainment of Seniority: Seniority shall not apply to an employee until he shall have been employed for one hundred twenty (120) calendar days. Upon attainment of seniority, an individual shall be considered a regular employee.

(c) Application of Seniority: In the reduction of forces due to the slackness of work, the last employee hired shall be the first employee laid off and in rehiring, the last employee laid off shall be the first employee re-hired until the list of former employees is exhausted, provided, however, that seniority shall be broken, and there shall be no re-hire right, after an employee has been on layoff for a period of six (6) consecutive months due to lack of work.

(d) Seniority List: The Employers shall maintain master seniority lists of all employees covered by this Agreement and provide the Union with a copy.

(e) The Employers shall not lay off any seniority employee without proper justification.

(f) Re-Hire Procedure: In the event of a layoff, an employee so laid off shall be restored to duty according to seniority.

(g) Filling All Positions: Seniority shall be adhered to in filling positions under this Agreement. Employees working other classifications under the jurisdiction of this Agreement shall be given reasonable trial of up to one week on the basis of seniority to qualify for and accept such positions. Upon request by the employee, the Company shall grant the employee an additional week of training for an accepted position. Employee may only try and reject one route in a twelve month period. Employee may bid on an additional route but must accept the route without the trial period. Training will be provided on the accepted route.

(h) Vacancies: All jobs and classifications will be subject to a direct bid. Wherever a permanent vacancy occurs, it shall be posted for a period of ten (10) working days, during which interested employees shall be entitled to bid on the vacancy. At the conclusion of the posting period, the Employers shall award the position to the most qualified bidder with the greatest seniority. The Employers shall establish a separate telephone system that provides up to date voice mail that provides route openings/vacancies. Any employee who is absent during these postings/vacancies shall notify the Company of their interest by contacting the Company immediately. Any employee who is absent during the awarding of the new vacancy shall be notified by the Company of their turn to accept/reject such vacancy, and they will be required to give their decision on the vacancy in a timely manner.

The Company shall post all vacancies at all time clock locations within two (2) weeks after such openings become available.

All future vacancies in commercial route positions such as front-end loader drivers, debris-box drivers and any other classifications in the commercial department shall be posted on the bulletin board to allow all employees qualified to bid for such vacancies.

Any employee who successfully bids for and is assigned to fill any vacancy shall not be eligible to bid on another vacancy for one year after he/she is so assigned, except that this limitation shall not prevent an employee from bidding on a vacancy in a higher classification.

(i) Temporary Vacancies: All temporary openings shall be awarded by seniority within the Floater Pool, defined as regular employees that do not have an assigned route, and with refusal rights by each employee. If no employee accepts the assignment, the Company shall appoint the least senior employee in the Floating Pool. Such temporary openings shall be posted within (1) week of the job opening, and shall be awarded in accordance with Section 22 of the CBA. The definition of a temporary vacancy is when an employee is off of work due to illness, injury, approved leave, or any absence of three (3) weeks or more. Any driver within the Floater Pool who selects or is assigned such a route shall remain in this position until the regular employee returns. The driver shall be returned to the Floater Pool in accordance with his/her

seniority upon completion of such an assignment. Such an employee may bid on permanent vacancies during this period.

(j) Job Seniority in Reassignment: Twenty (20) working days in a thirty (30) day period will establish seniority in a classification, except that employees assigned to cover temporary assignments such as vacation relief or temporary leaves of absence shall not acquire seniority in the classification to which they are temporarily assigned, no matter how long a period the assignment covers. An employee does not gain seniority in a classification except in the situation where the employee has been permanently assigned as the result of a permanent bid.

When an employee, at his own request, is placed in a lower paid classification, he shall be paid at the rate of the lower classification. In the event the Employers have to cut down on any of the operations, they will have the right to reassign any employee to a lower classification without being obligated to pay the higher rate of pay. Seniority will be observed in such reassignment.

(k) Reduction in force protection: No employee employed under this agreement on the date of ratification will be laid off or removed from the bargaining unit as a result of a reduction in force through December 31, 2016; provided, however, that this paragraph shall not apply in the event of a reduction in force caused by an act of God, terrorist action, loss of any City contract, or a successful challenge to the 1932 Initiative Ordinance. Such losses shall be verified.

(l) Removal of routes: In the event that route reductions are implemented, the seniority of the employee(s) on the removed route(s) will be compared to the remaining employees in that classification with a steady route(s). The senior displaced employee(s) has the option to assume the Route(s) of the least senior employee(s) in that classification. If the senior employee(s) exercise his/her option then, the least senior employee(s) within the affected classification with the steady route will be moved to the floater department in accordance with his/her seniority. The more senior employee(s) from the displaced route(s) will then be allowed to assume those route(s). The change of status form will indicate the effective change date of transfer. Additionally, if the senior employee(s) does not exercise his/her option to assume the least senior employee's route then he/she will be assigned to the floater department. Any option to assume an existing route under this provision is limited to those displaced employees without any trial period (except for directions) as time is of the essence to minimize customer disruption.

SECTION 23. DESCRIPTIONS

1. Helper/Driver: The second man on rear loader routes. Shuttles garbage collection truck from house to house and collects garbage and refuse; washes truck inside and outside.
2. Shop Person: Performs all duties in the shop assigned to him or her by a supervisor or a leadperson. The duties shall include, but not be limited to, those performed by Parts Room Persons, Lube/Preventive Maintenance Persons, Tirepersons and Container Shop Persons.

3. Mechanic/Truck Welder: Performs all mechanical, truck welding and truck painting duties necessary for fleet maintenance, as assigned to him by a supervisor or leadperson in the shop.

4. Commercial Driver: Drives drop-box, front-end loader, long-haul equipment, bin-truck, from city routes to transfer station and in the case of long haul equipment, from transfer station to disposal site. Responsible for truck and route; and drives truck to and from the dump.

5. Route Leadperson/Fantastic 3: Maintains route services, customer relations and principal revenue collections and rate adjustments. Has to also be able, when situation requires, to perform physical work on the route such as driving truck or collecting refuse. Responsible for truck and route; and drives truck to and from the dump.

6. Shop Foreperson: The Shop Foreperson is responsible for the repairs to all the equipment; is directly in charge of the Shop Employees and oversees the purchase of parts.

7. Assistant Shop Foreman: The Assistant Foreperson helps the Foreperson in his daily duties and takes over for him in his absence.

8. Recycling Collector: All Recycling Collectors must possess a California Class A or B Commercial drivers license; are required to drive a specialized 30-foot recycling collection vehicle assigned by the Company; collect all recyclable materials either placed at the curb, in an apartment house or combination of the two on an assigned route as established by management and the City and County of San Francisco; are responsible for accurate documentation of general route information including participation rates, route conditions and vehicle data as prescribed by management; other duties as required. Responsible for truck and route; and drives truck to and from the dump.

SECTION 24. JURY DUTY

Any employee scheduled and who is summoned and reports for jury duty shall receive the difference between jury pay and his regular daily rate of pay for each day for which he reported for jury duty and on which he would normally have worked.

SECTION 25. EXTRA CONTRACT AGREEMENTS

The Employers agree not to enter into any agreement or contract with their employees individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

SECTION 26. SUBSTANCE ABUSE

The Employer's Substance Abuse Policy provides that employees who test positive pursuant to Department of Transportation guidelines shall receive a one (1) month suspension and, upon execution of a Return to Work Agreement, be reinstated to their position without loss of seniority. In the event the employee needs additional time, the Employer agrees to allow all employees to complete their rehabilitation program up to three months, as directed by the treating physician and/or counselor without loss of seniority.

During the period that the person is suspended, the Employer will pay for COBRA (medical, dental, EAP) coverage provided that the employee has elected to accept COBRA coverage within the required time period.

SECTION 27. DRIVER LICENSES

(a) All employees must be in possession of a valid California Drivers License of the proper class needed to perform the employee's job duties.

(b) All employees who lose their license for a non-medical reason shall be suspended until such time as the employee obtains a current Drivers License. During this lay-off, the employee may use any accrued but unused vacation time. If the employee is unable to obtain a license within thirteen (13) months of the suspension, the employee shall be discharged. The employee shall be responsible for paying the COBRA premium for his/her health benefits after the first (6) months.

(c) Employees who lose their license due to a medical condition will use their best efforts to have the license reinstated. The Employers agree to make all reasonable accommodations, as defined by law, for the employee to continue to work. Any employee working without a license on the effective date of this Agreement shall continue in that capacity, provided the employee makes best efforts to become licensed.

(d) The employees agree to be in compliance with any and all regulations of the U.S. Department of Transportation, California Highway Patrol, and California Department of Transportation regarding hours of work, medical conditions, and required license.

SECTION 28. EMPLOYEE LOYALTY

During the employee's employment, the employee shall not engage in competition with the Employers as a sole proprietor, partnership, employee, agent or through any other means. Salvaging while on duty or at Employers' facility or customers of Employers' facility is forbidden. Any employee competing with the Employers is subject to immediate discharge. Competition includes collecting recyclables which have been packaged or left for pick-up for the Employer.

SECTION 29. TRANSFER OF EMPLOYMENT WITHIN THE RECOLOGY CORPORATION/COMPANY

Starting January 1, 2012, any employee represented by Teamsters Local No. 350 who transfers, from a San Francisco Recology company to another San Francisco Recology company shall maintain his/her seniority for all benefits and start at the top rate of the hourly rate involved. For any employee represented by Teamsters Local No. 350 who transfers from a Recology company outside of San Francisco to a San Francisco Recology company, Employer shall waive the new hire addendum and the employee will start at 100% of the hourly wage involved.

The pension benefits will be the plan in effect at the company the employee transfers into. As of the date of such transfer, if the transfer involves moving from one pension

plan to another or from one benefit structure under the Recology Pension Plan to another benefit structure under the Recology Pension Plan, the employee's pension benefit accrued while employed by the employee's former employer shall be frozen, and future pension benefit will be determined in accordance with the terms of the plan maintained by the company to which the employee has been transferred.

SECTION 30. SUPPLEMENTAL INCOME 401(K)

Effective October 2005 the Employers agree to recognize all written authorizations from the union members covered by this agreement authorizing deductions from their compensation for contributions to a Supplemental Income 401(k). This Plan will be administered by New York Life at no cost to the Employers. The parties recognize that due to the need to make administrative and payroll changes in order to participate in this Plan, actual participation may be delayed for a reasonable period of time to allow the administrative and payroll changes to be made. Employees covered by this agreement and hired after October 1, 2005, will be eligible to participate on October 1st or April 1st whichever comes first following the first 1000 hours of service. If an employee is hired after October 1, 2005, and has previously participated in the Teamster Supplemental Income 401(k) Plan, their entry is immediate. The participation in the Plan will be on a voluntary basis, without cost to or matching from the Employers.

SECTION 31. LEAVE OF ABSENCE

Section 1. In all cases where an unpaid leave of absence is granted by the Employer to an employee, it shall be in writing and the Union shall be notified in writing of the name of the employee, the effective date and the termination date of the leave of absence in cases where such leave of absence exceeds two (2) weeks.

Section 2. In the event the leave of absence is extended, such extension shall be made in writing to the employee with a copy to the Union. Any employee who overstays or does not return will be considered to have quit his employment. If rehired by the Company, such individual shall be considered a new employee.

Section 3. Such leaves of absence as granted by the Employer shall be without pay and Employer shall be under no obligation to the employee except to return him to work at the expiration of such leave in accordance with the employee's seniority.

Section 4. Effective January 1, 2012, employees who have been employed for more than one (1) year may take up to five (5) days per calendar year of unpaid personal days provided the Employer has been given twenty-four (24) hours notice and the employee has received supervisor approval, supervisor approval shall not be unreasonably withheld.

SECTION 32. TERM OF AGREEMENT

This Agreement shall be effective on January 1, 2012, and shall remain in full force and effect to and including December 31, 2016. Thereafter, it shall renew itself for yearly terms beginning with January 1st of each year unless written notice is received by either party from the other party not less than sixty (60) days but not more than ninety (90) days prior to

December 31, 2016, or December 31st of any subsequent year that it is desired to terminate, modify, change or amend the Agreement. Notwithstanding the foregoing, the parties hereby agree to commence negotiations on June 1, 2016 for a successor agreement to be effective as of January 1, 2017.

During said negotiations, both parties are free to make any proposals on mandatory subjects of bargaining, including but not limited to, seniority; vacation; holiday; hourly wages; lump sum payments; cost of living adjustments; health insurance; dental insurance; and pension.

Should any part hereof or any provisions herein contained be rendered or declared illegal or an unfair labor practice by reason of any existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction or by the decision of any authorized governmental agency, including the National Labor Relations Board, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree immediately to meet and negotiate substitute provisions for such parts or provisions rendered or declared illegal or an unfair labor practice, the remaining parts or provisions shall remain in full force and effect.

Dated: *5-11-12*

FOR UNION:

SANITARY TRUCK DRIVERS AND HELPERS UNION LOCAL 350

By: _____
Robert Morales
Secretary-Treasurer

FOR EMPLOYERS:

RECOLOGY GOLDEN GATE DISPOSAL COMPANY and RECOLOGY SUNSET SCAVENGER COMPANY

By: _____
John Legnitto
Vice President and Group General Manager

Appendix A

**SIDE LETTER RE PAYMENT OF PENSION COMMITTEE REPRESENTATIVE
(Section 11(j)).**

This Side letter to the 2012-16 Collective Bargaining Agreement is made and entered into by and between SANITARY TRUCK DRIVERS AND HELPERS UNION, LOCAL 350, an affiliate of International Brotherhood of Teamsters, hereinafter referred to as the "UNION," and RECOLOGY GOLDEN GATE DISPOSAL & RECYCLING COMPANY, RECOLOGY SUNSET SCAVENGER COMPANY, hereinafter referred to as the "EMPLOYERS."

The Union and the Employers hereby agree as follows

Regarding the individual designated by the Union and appointed by the Recology Board of Directors to the Recology Pension Committee (See Section 11(j)), if the designee is not a Recology employee, subject to confirmation that such payments can be lawfully made, the Employers shall compensate the Union designee for attendance at meetings of the Recology Pension Committee and preparation time at the amount paid to non-employee members of that Committee (currently \$1000 per meeting). This payment is limited to non-employees only. Employee Union designees shall receive no compensation for their service on the Recology Pension Committee.

Dated: 5-11-12

FOR UNION:

**SANITARY TRUCK DRIVERS AND
HELPERS UNION LOCAL 350**

By: _____
Robert Morales
Secretary-Treasurer

FOR EMPLOYERS:

**RECOLOGY GOLDEN GATE DISPOSAL
COMPANY and RECOLOGY SUNSET
SCAVENGER COMPANY**

By: _____
John Legnitto
Vice President and Group General
Manager

Appendix B

SIDE LETTER OF AGREEMENT

This Side letter to the 2012-16 Collective Bargaining Agreement is made and entered into by and between SANITARY. TRUCK DRIVERS AND HELPERS UNION, LOCAL 350, an affiliate of International Brotherhood of Teamsters, hereinafter referred to as the "UNION," and RECOLOGY GOLDEN GATE DISPOSAL & RECYCLING COMPANY, RECOLOGY SUNSET SCAVENGER COMPANY, hereinafter referred to as the "EMPLOYERS."

The Union and the Employers hereby agree as follows:

Upon ratification, all warning letters shall be removed from all employee files (this paragraph does not affect any prior suspensions or terminations or any agreement arising out of prior suspensions or terminations).

Dated: 5-11-12

FOR UNION:

**SANITARY TRUCK DRIVERS AND
HELPERS UNION LOCAL 350**

By: _____

Robert Morates
Secretary-Treasurer

FOR EMPLOYERS:

**RECOLOGY GOLDEN GATE DISPOSAL
COMPANY and RECOLOGY SUNSET
SCAVENGER COMPANY**

By: _____

John Legnitto
Vice President and Group General
Manager

Appendix C

SIDE LETTER OF AGREEMENT

This Side letter to the 2012-16 Collective Bargaining Agreement is made and entered into by and between SANITARY. TRUCK DRIVERS AND HELPERS UNION, LOCAL 350, an affiliate of International Brotherhood of Teamsters, hereinafter referred to as the "UNION," and RECOLOGY GOLDEN GATE DISPOSAL & RECYCLING COMPANY, RECOLOGY SUNSET SCAVENGER COMPANY, hereinafter referred to as the "EMPLOYERS."

All employees on the payroll as of the date of ratification of this 2012-16 collective bargaining agreement shall receive a one-time signup/negotiation incentive of five hundred dollars (\$500.00)

All employees on the payroll on January 1, 2015 shall receive a one-time signup/negotiation incentive of five hundred dollars (\$500.00).

All employees on the payroll on January 1, 2016 shall receive a one-time signup/negotiation incentive of five hundred dollars (\$500.00).

Dated: 5-11-12

FOR UNION:

SANITARY TRUCK DRIVERS AND HELPERS UNION LOCAL 350

By: _____
Robert Morales
Secretary-Treasurer

FOR EMPLOYERS:

RECOLOGY GOLDEN GATE DISPOSAL COMPANY and RECOLOGY SUNSET SCAVENGER COMPANY

By: _____
John Legnitto
Vice President and Group General Manager

City and County of San Francisco

First Source Hiring Program



London N. Breed, Mayor

Office of Economic and Workforce Development
 Workforce Development Division

NON-CONSTRUCTION FIRST SOURCE EMPLOYER'S PROJECTION OF ENTRY LEVEL POSITIONS

By signing this form, employers agree to participate in the San Francisco Workforce Development System established by the City and County of San Francisco, and comply with the provisions of the First Source Hiring Program pursuant to Chapter 83 of the San Francisco Administrative Code. As an indication of good faith efforts to comply with First Source, the Employer must fill out this form at commencement of contract/tax year to indicate:

- For a Tenant/Sub-tenant, the number of **Entry Level Positions** in the company that are currently filled and those that are currently available on premises leased by the City of San Francisco.
- For the successful Developer, Contractor, or Subcontractor, **Entry Level Positions** that are currently filled and those that will be available during construction work.
- For a tenant of a private commercial project that falls under Chapter 83 provisions of the City Administrative Code, the number of **Entry Level Positions** that are currently filled and those that will be available within the lease holding business at project address.
- For companies applying for the Biotech Payroll Tax Exclusion and Central Market Street and Tenderloin Area Payroll Expense Tax Exclusion, the number of **Entry Level Positions** that are currently filled and those that will be available in the current tax year.
- For a successful organization awarded a City contract in excess of \$50,000, the number of **Entry Level Positions** that are currently filled and those that will be available within the business or non-profit organization.
- If positions listed are subject to collective bargaining agreements.

Note: If an Entry Level Position becomes available during the term of the lease and/or contract, Employer must notify the First Source Hiring Administration.

***Entry Level Position** means a non-managerial position that requires either no education above a high school diploma or certified equivalency, or less than two (2) years of training or specific preparation.*

Type of Employer (check one):

- | | |
|--|--|
| <input type="checkbox"/> Tenant | <input type="checkbox"/> Subtenant |
| <input type="checkbox"/> Developer | <input type="checkbox"/> Biotech Payroll Tax Exclusion applicant |
| <input type="checkbox"/> Contractor | <input type="checkbox"/> "Scene in San Francisco" Rebate applicant |
| <input type="checkbox"/> Subcontractor | <input type="checkbox"/> Tech |
| <input type="checkbox"/> Central Market Street and Tenderloin Area Payroll Expense Tax Exclusion applicant | |

Identify Project or Construction Project (if applicable):

City Department (if Contract or Lease):

Name of Employer:

Contact Person:

Street Address:

State:

Zip:

City:

Email:

Telephone:

Fax:

 Signature of authorized employer representative

 Date

Entry-Level Position Title	Number Currently Filled	Number Currently Available	Number Projected to Become Available in the next 6 Months	Estimated Date of Next Available Position

Please email this form SIGNED to:

Business.Services@sfgov.org

Questions:

Call us at 415-701-4848 and ask to speak with a Business Services Specialist



The purpose of this contract is to provide biosolids and grit hauling services for the various wastewater treatment facilities of the City and County of San Francisco.

The City's wastewater facilities generate an anaerobically digested Class A biosolids from the Oceanside Water Pollution Control Plant (OSP), an anaerobically digested Class B biosolids from the Southeast Water Pollution Control Plant (SEP), and dewatered or liquid primary sludge from the Treasure Island Plant (TIP). Digester cleaning spoils are generated during dry weather from SEP.

End use sites are governed by a series of separate contracts between the City and the site managers. Because each site has unique requirements, the San Francisco Public Utilities Commission (SFPUC) has sole discretion to determine the distribution and destination for the end use of all biosolids and grit generated by the City's facilities.

Any part of the work that is not specifically described in this Scope of Services, but is necessary or normally required as part biosolids and grit hauling work, shall be performed by the Contractor as incidental work, with no extra cost to the City.

Scope of Services to be Performed

The PUC is seeking to contract for two (2) groups of services (aggregates 1 and 2). The first group of services entails the hauling of biosolids and grit from SEP and OSP and roll off bin services at TIP. The second set of services entails the hauling of primary sludge in tanker trucks from TIP. These two sets of services are described below and may be awarded to the same or separate contractors. Items A.-R. describe the scope of services particular to the hauling of biosolids and grit from SEP and OSP and roll off bin services at TIP. Items S.-U. describe the scope of services particular to the hauling of primary sludge in tanker trucks from TIP. Items V.-XX. describe scope of services which pertain to both sets of services: 1) hauling of biosolids and grit from SEP and OSP, roll off bin services at TIP, and 2) hauling of primary sludge from TIP.

Scope of services particular to hauling biosolids and grit, and roll off bin services at TIP.

A. Hauling of Grit and Biosolids. SEP and OSP generate approximately 65,000 wet tons of biosolids and approximately 4,000 wet tons of grit per year. The Contractor shall provide hauling services year-round including all labor, materials, equipment and supervision necessary to receive, transport, and unload biosolids and grit from the City's wastewater treatment plants on a 24-hour, seven day per week basis, as needed. Biosolids and grit will be hauled to various end use sites as determined by the PUC. The structure of the fee is a base price paid for every trip regardless of distance plus a per mile rate based on the round-trip distance between the plant and the end use destination.

B. Treasure Island Roll-Off Debris Box. The Contractor shall provide a 30-yard standard roll-off debris box with doors to receive and store undigested dewatered sludge at TIP. The Contractor shall haul undigested dewatered sludge from TIP when required. When notified by treatment plant personnel that the debris box is nearing capacity, the Contractor shall provide an empty debris box and haul the full debris box to the designated disposal site. The fee for the transportation of the debris box to its disposal destination will be charged at the rate awarded for the hauling of biosolids. The fee for the rental of the debris box will be paid on a monthly basis, to be invoiced at the end of each month.

C. Digester Cleaning at Southeast Water Pollution Control Plant (SEP). The Plant Superintendent or their designee may request that the Contractor provide a driver, tractor and four (4) trailers during digester cleaning at SEP. This service consists of the driver attaching their tractor to trailers and moving the trailers at the SEP site to

assist with load out of grit and other sandy digester material. The driver's activities, including attaching/detaching the onsite trailers will be under the exclusive direction of the Plant Superintendent or designee. The fee for the driver's time will be an hourly rate. The invoice for the driver's hourly rate must be accompanied by a signed memo from the Plant Superintendent or their designee verifying the number of labor hours spent in support of the digester cleaning task. Contractor will not be compensated for digester cleaning activities without a signed memo authorizing the digester cleaning activities. There will be a mobilization fee for bringing four (4) trailers to SEP charged once per digester cleaning event. The fee for the use of four (4) trailers at SEP will be a daily rate for the use of all four (4) trailers. Digester cleaning typically occurs once per year and lasts from two to four weeks. It is possible the City will not request this service.

D. Number of Tractors and Trailers. Contractor shall maintain a sufficient number of tractors and trailers to accommodate fluctuations in service, both during normal operations and during OSP emergency grit events. If service is requested for digester cleaning as described in Section C., four (4) trailers shall be available for this operation, in addition to those trailers required for routine biosolids and grit hauling.

E. Equipment List. Contractor must provide a list of the tractors and trailers to be used to haul biosolids and grit. Specifically, the list shall describe the quantity, type, size, identification numbers, tare weights, maximum legal load limit, and age of all hauling containers, tractors, and trailers to be used to haul biosolids and grit as described in this contract. Contractor must provide this equipment list with bid (Refer to Appendix 3). Contractor shall update this list annually and provide an updated list to the Biosolids Coordinator upon request.

F. Trailers. Each trailer operated and maintained for hauling biosolids and grit shall be end-dump, water tight (to prevent leakage), and equipped with a cover (canvas or suitable alternative material) that can be securely fastened to reduce odors and contain material, to the extent reasonably possible in the event of an accident. The height of the trailer and truck cannot exceed 11 feet, 6 inches. All trailers must have a minimum exposed interior length of 33 feet. All loads shall be covered in accordance with this paragraph prior to their departure from the plants and from unloading sites. Contractor shall be responsible for handling the trailer covers for loading and unloading. Transport vehicles must also be equipped with splash guards.

G. Response Time. Since the City produces biosolids twenty-four (24) hours per day, seven (7) days per week, every day of the year, the Contractor shall respond to telephone requests for biosolids hauling to ensure that the requested tractors and trailers are delivered within six (6) hours from the time of request. Contractor shall respond to telephone requests for grit hauling by delivering the requested tractors and trailers within four (4) hours from the time of request. If necessary to ensure compliance, the Watch Supervisor will log the time of the telephone request and the time the tractor and trailer arrive.

H. Emergency Service. In the event the City determines an emergency is imminent or exists, Contractor shall respond to telephone requests for hauling biosolids by ensuring that the requested tractors and trailers are delivered within four (4) hours from the time of request and two (2) hours for grit. If necessary to ensure compliance, the Watch Supervisor will log the time of the telephone request and the time the tractor and trailer arrive.

I. Daily Delivery. The Watch Supervisor shall determine the level of service needed at each plant, each day and will contact the Contractor's dispatcher to arrange the number of trailers needed. The Contractor shall be able to fill trailers from the City's hoppers and haul loads of biosolids and grit daily (including Sundays and holidays) from the City's treatment plants, as directed by the Watch Supervisor and shall not rely on any storage capacity at the plants. Loads must be delivered to the destination on the same day they are picked up. Contractor will not be compensated for loads delivered on days other than the day they were picked up without prior written approval from the Plant Superintendent or designee authorizing the late delivery. The Contractor shall make such

adjustments as necessary to meet required changes in schedules or loads for each plant. The City will make good faith efforts to notify the Contractor of any changes in service level requirements in a timely manner.

J. Extraordinary Pick-up for Biosolids. If the Plant Superintendent or designee determines that unanticipated circumstances require immediate service and end use sites authorized to receive the City's biosolids will be closed within six (6) hours of the hauling request, the Plant Superintendent or designee may direct Contractor to pick up biosolids that the Contractor may store in the trailer at an appropriate and properly maintained site. The cost for this service shall be provided as a per load charge, and will be in addition to the regular hauling charges between the plant and end use site. The invoice for this extraordinary pick-up service must be accompanied by a signed memo from the Plant Superintendent or designee describing the extraordinary circumstances and the reason for the pick-up. Contractor will not be compensated without a signed memo authorizing the extraordinary pick-up. All Federal, state, and local laws apply to the extraordinary pick-up and storage of the biosolids and Contractor shall indemnify the City for all damages and liabilities arising from such pick-up and storage, in accordance with Bid and Contract Condition 9, "Hold Harmless and Indemnification."

K. Truck loads. The Contractor shall provide adequate trailer storage capacity necessary for the transportation of biosolids and grit. The Contractor shall load its hauling trucks using the City's hoppers and at the allowable maximum tonnage. Contractor will not haul less than 21.1 tons, unless authorized by the Watch Supervisor. For loads weighing less than 21.1 tons which are not authorized by the Watch Supervisor the City may, at its discretion, deduct the percentage a load is underweight from the compensation for that load (e.g. a load which is 25% under 21.1 tons could have a 25% deduction in compensation). The monthly average tons per truck load shall be no less than 22.7 tons. If the monthly average load is less than 22.7 tons (not counting underweight loads authorized by the watch supervisor) the City may, at its discretion, deduct the percentage that the average load is underweight from 22.7 tons from the compensation for that month (e.g. a monthly average which is 2% under 22.7 tons could have a 2% deduction in compensation).

L. Mitigation for Cross-Contamination. Contractor shall not commingle the City's biosolids with any materials from an outside source prior to arrival at the final end use. Contractor shall provide trailers exclusively dedicated to hauling Class A biosolids from the OSP plant. These trailers shall not be used to haul any other materials, including Class B biosolids from SEP or grit from either SEP or OSP. A list of the dedicated tractors and trailers for Class A biosolids hauling shall be provided to the City's Biosolids Coordinator within thirty (30) days of request.

M. Standby Time for Biosolids and Grit Loading. Contractor shall allocate thirty (30) minutes for typical biosolids and grit load-out. Contractor may charge for the amount of stand-by time that exceeds the first thirty (30) minutes of load out time at the plant. Standby time will only be paid under two scenarios: 1) Drivers are unable to perform their duties due to unforeseen circumstances at the plant and are forced to wait for more than 30 minutes or 2) Plant Superintendent or designee requests a trailer be loaded with biosolids, grit, or digester spoils by a front loader or means other than the standard hopper facilities, and this load-out time exceeds 30 minutes. In these instances, Contractor may charge the awarded standby rate. The invoice must be accompanied by a signed explanation or email from the Plant Superintendent or designee verifying all stand-by time. Contractor will not be compensated for stand-by time without a signed explanation or email authorizing the stand-by time. The City will not be responsible for standby time at locations other than at the City's treatment plants.

N. Scales. The on-site scale at the SEP shall be used by Contractor for weighing all biosolids and grit loads. For loads from OSP, a certified weigh ticket must be obtained from the SEP scale before traveling to the end use site. The City will not compensate Contractor for any loads that do not have a certified weight ticket printout.

O. Load-out Training. Contractor shall ensure only employees who are fully trained are allowed to operate the loading equipment at the treatment plants for the sole purpose of placing or loading biosolids or grit in each truck.

Contractor shall ensure that any employee whose job requires them to operate this equipment is properly trained. Employees who have not received this training shall not perform loading services.

P. Loadout doors. Drivers shall ensure that the doors to the OSP and SEP loading bay are closed during the loading of trucks in order to comply with the treatment plant air permits.

Q. Trailer Loading and Unloading. Contractor shall be responsible for coordination with City vendors to unload the City's biosolids and grit at end use sites, and shall comply with site requirements and applicable regulations. Contractor is responsible for any additional fees levied by sites for non-compliance to site requirements.

R. Reports. As part of the City's requirements under its Biosolids Management System, Contractor shall submit to the Biosolids Coordinator, on a monthly and annual basis, the following written reports:

- a. Daily tons hauled from each plant and their corresponding end use location(s).
- b. Daily loads hauled from each plant and their corresponding end use location(s).
- c. Explanation and supporting documentation of all underweight loads hauled.
- d. Explanation and supporting documentation for additional services performed, including stand-by time or extraordinary pick-ups.

The format for these reports shall be determined by the City. These reports shall be postmarked, faxed, or emailed no later than the 10th day of each month unless the parties otherwise agree in writing. If mailed, the reports, including any copies, shall be submitted on recycled paper, and printed on double-sided pages. Regardless if reports are mailed or faxed, reports shall also be submitted electronically via email. The City may request additional reports related to the services performed under this contract.

Scope of services particular to tanker rental and hauling at TIP.

S. Treasure Island Tanker Rental. Contractor shall provide a tanker with at least 5,500 gallons of capacity at TIP. The tanker will stay at TIP where it will be periodically loaded with sludge from primary treatment. The fee for the rental of the tanker will be paid on a monthly basis, to be invoiced at the end of each month.

T. Treasure Island Tanker Hauling. Upon request, Contractor will haul the tanker from TIP to OSP. The driver will collect the tanker at TIP, which may take up to forty-five (45) minutes. After transporting the tanker to OSP, the driver will unload the tanker, which may take up to forty-five (45) minutes. Contractor shall ensure that the entire contents of the tanker is emptied at OSP. The empty tanker will then be returned to TIP. Currently, the tanker is hauled to OSP approximately one (1) to three (3) times per week, but service levels can fluctuate. It is possible the City will request that the tanker be hauled from TIP to SEP or to a location in Solano County which is 86 miles round-trip from TIP. The structure of the fee is a base price paid for every trip regardless of distance, plus a per mile rate based on the round-trip distance between TIP and the end use destination.

U. Standby Time for Tanker Transport. Contractor shall allocate one (1) hour for collecting the tanker at TIP and one (1) hour for unloading the tanker at OSP. Contractor may charge for the amount of stand-by time that exceeds one (1) hour of pick up time at TIP and one (1) hour of unloading time at OSP. Standby time will only be paid for incidents which are due to unforeseen circumstances at TIP or OSP. Any invoices for stand-by time must be accompanied by a signed explanation or email from the Plant Superintendent or designee verifying all stand-by time. Contractor will not be compensated for stand-by time without a signed explanation or email authorizing the stand-by time. The City will not be responsible for standby time at locations other than OSP and TIP.

V. Ordering of Tanker Pick Up. The Plant Superintendent or designee will call Contractor's dispatcher to arrange pick up of the tanker the day before pick up is required.

W. Equipment List. Contractor shall provide details of the tanker trailer(s) to be used to haul primary sludge from TIP. The type, size, identification number, tare weights with tractor, tanker capacity, and age of the tanker shall be described. Contractor shall update this list annually and provide an updated list to the Biosolids Coordinator upon request.

X. Reports. As part of the City's requirements under its Biosolids Management System, Contractor shall submit to the Biosolids Coordinator, on a monthly and annual basis, the following written reports:

- a. Date that loads were hauled from TIP and their corresponding end use location(s).
- b. Explanation and supporting documentation for stand-by time or extraordinary pick-ups.

The format for these reports shall be determined by the City. These reports shall be postmarked or emailed no later than the 10th day of each month unless the parties otherwise agree in writing. The reports, including any copies, shall be submitted on recycled paper, and printed on double-sided pages. Reports shall also be submitted electronically. The City may request additional reports related to the services performed under this Agreement.

Scope of services pertinent to all hauling services.

Y. Dispatch. Contractor shall provide a single point of contact (24/7) for communicating with the City's Operations personnel for all services. If this point of contact is unavailable, Contractor must provide an accessible back-up point of contact who is reachable with the same contact information. If the contact information is different, Contractor shall alert WWE Operations Central Control at both plants and the Biosolids Manager immediately to provide updated contact information.

Z. Telephone Request Procedures. To dispatch loads of the City's biosolids, grit or TIP primary sludge, Contractor shall use a stationary dispatcher. Contractor shall furnish, and update as necessary, a list of current phone numbers and names of the responsible parties to be called in order to request hauling services. Contractor will develop a protocol, and distribute the protocol among City staff, describing the telephone request procedures and actions to be taken if there is no answer or response from the initial telephone request.

AA. 24-hour Contact List. To ensure the City maintains accurate contact information, the Contractor shall furnish and update as necessary, a list of names and phone numbers of responsible parties to be called on a twenty-four (24) hour, seven (7) day per week basis.

BB. Inability to Perform. If at any time during operation, Contractor does not have the necessary equipment or personnel available to perform the services awarded to them as described in this contract, the Biosolids Coordinator may elect to have the biosolids hauled by City personnel or another contractor.

CC. Incidental Work. Any part of the work that is not mentioned in the specifications, but is necessary or normally required as part of such work, shall be assumed to be included and to be performed by the Contractor without extra expense to the City, as if fully described in the specifications and shall be included in the bid price.

DD. Haul Routes. Hauling route shall be provided to the City's Biosolids Coordinator for each destination. The City's Biosolids Coordinator must approve all hauling routes. Contractor shall submit proposed haul routes and any proposed changes to these routes to the Biosolids Coordinator for approval at least two weeks prior to implementation. Haul routes shall avoid residential land uses and commercial and business districts to the extent possible. If the use of haul routes near residential, commercial or business land uses cannot be avoided, the use of these routes shall be restricted to daylight hours. Drivers shall not stop en route except for normal traffic requirements. Contractor will not be compensated for loads hauled on routes that deviate from the approved routes without prior approval.

EE. Bridge Tolls. Bridge tolls incurred on routes which deviate from the approved travel routes will be paid only with the prior approval of the Biosolids Coordinator. In the event any bridge toll changes during the term of this contract, Contractor shall submit a request to the City for the adjusted bridge toll amount in accordance with Special Condition 83B.

FF. Haul Destinations. Hauling destinations are chosen at the sole discretion of the Biosolids Coordinator. Each destination has its own restrictions for capacity, hours of delivery, and level of access. Contractor shall ensure that all employees are fully aware of these restrictions. Failure to abide by these restrictions is a material breach of this contract, and the City, at its discretion, may deduct up to five percent (5%) of the average monthly billing (calculated from previous 3 months) per event. If Contractor's driver fails to deliver loads to the designated destination, or fails to follow procedure en route to or at the destination, the City may decide that the offending driver shall no longer provide the services described in this contract, and Contractor shall bear any and all associated costs in correcting the mis-delivered loads. These costs include, but are not limited to, hauling, end use costs, and staff labor hours.

GG. Audit. The City may conduct random audits of hauling routes, times, and distances. Contractor agrees to fully cooperate with City when it conducts such audits. Any discrepancies arising from these audits may affect the number of miles used in the calculation of rates for each end use site.

HH. Site Requirements. Contractor shall comply with all end use site requirements and procedures. In addition, Contractor shall be fully responsible for any and all liability incurred by the City in whole or in part caused by Contractor's failure to comply with end use site requirements. In the event of a spill or other incident that violates those requirements or causes damages or personal injuries, Contractor shall implement the contingency plan described in item NN below and shall be fully liable for any damages incurred.

II. Site Safety. All applicable safety rules shall be observed, including those imposed at specific end use sites. Contractor shall obey posted speed limits and shall not exceed 15 mph on City property in areas where speed limits are not posted. Contractor's personnel shall be familiar with the procedures to follow if vehicles are involved in an accident at any site. All drivers must have a copy of the City's Spill Plan (Refer to Appendix 2) and adhere to the contingency plan described in item NN below.

JJ. Legal Weight Limit. Contractor shall conspicuously mark each trailer unit with the maximum legal weight of the unit when loaded. Contractor is responsible for ensuring each load does not exceed the legal weight limit for the loaded equipment, and for compliance with any applicable laws or regulations. Contractor is responsible for any fines incurred for exceeding legally allowable weights.

KK. Tickets and Manifests. For all loads, Contractor is responsible for ensuring its employees properly complete the proper load tickets with their signature. The load tickets are available from the Watch Supervisor. The source and destination of each load must be clearly marked on the load ticket. Biosolids and grit loads require a certified weigh ticket with tare and gross weight. A copy of the completed load ticket must be left in the designated areas at

SEP, OSP and end use site on the day of pick up/delivery. The City will not compensate Contractor for loads with incomplete or improperly completed load tickets or certified weigh tickets. When delivering biosolids to landfill, Contractor must also obtain a waste manifest from the Watch Supervisor in addition to the load ticket. For grit loads, Contractor must obtain a grit manifest from the Watch Supervisor.

LL. **Cleanliness.** Contractor shall prevent, control, and abate any odor, spillage, insects, vermin, or any other nuisance arising from its operation. Contractor shall ensure that the cargo bays are completely empty and the exterior of the truck (including tires) is clean prior to leaving the haul destination. Contractor is responsible for ensuring truck tires are clean prior to leaving the treatment plant or the hauling destination, and that no material is tracked onto roadways. If adequate wash down equipment is not available for ensuring truck tires are clean before leaving the agricultural end use sites, it is Contractor's responsibility to alert the City.

MM. **Safety Record and Plan.** Contractor shall comply with all Department of Transportation, CalOSHA, Federal, and other requirements for the lawful transportation of biosolids, grit and TIP primary sludge. Contractor shall provide City with Contractor's Safety Record and Plan.

NN. **Contingency Plan.** Contractor shall provide City with Contractor's contingency plan for responding to spills or accidents. Contractor shall submit this plan to the City's Biosolids Coordinator for approval within three (3) weeks after receipt of the Notice of Conditional Award. This contingency plan shall be carried in each biosolids hauling truck, and shall be readily available to the driver in the event of an accident or spill. At minimum, the plan shall include:

- a. The City's Spill Plan
 - b. A list of on-board safety equipment, required personal protective equipment, and emergency spill equipment
 - c. A description of safety training and relevant equipment maintenance
 - d. Relevant truck routes
 - e. Incident procedures to identify the extent of the incident, non-spill incident procedures, and spill clean-up procedures
 - g. A list of emergency contacts to be called in the event of an incident, including subcontractors that can be called for clean-up assistance
 - h. Incident Report Forms
 - i. Biosolids Fact Sheets for distribution to responding public safety officers or members of the public that explains the non-hazardous nature of biosolids, the proper handling of the material, any risks regarding handling and end use, and SFPUC Communications telephone numbers.
- The City will provide items a., h., and i.

OO. **Personal Protective Equipment.** Contractor shall provide all personnel hauling under this contract with the following personal protective equipment including but not limited to, hard hat, gloves, boots, liquid repellent coveralls, face shield or goggles, and reflective safety vest. This equipment must be readily available for use at all times while hauling the City's biosolids, grit or TIP primary sludge.

PP. **Training.** Contractor shall provide ongoing operating and safety training for all personnel hauling under this contract. At a minimum, Contractor shall train all personnel on safety, emergency response, spill procedures, basic biosolids characteristics and regulations, hauling routes, public perception issues, and proper loading and unloading procedures, in accordance with the City's Biosolids Management System. Documentation of training (e.g., sign-in sheets, handouts, etc.) shall be provided to the City upon request.

QQ. **Driver List.** Contractor shall provide a list of all qualified drivers hauling the City's biosolids and grit prior to the award of the contract upon request. Contractor shall provide the same information for any replacement or new

drivers added subsequent to the award of this contract. The Contractor shall submit a current copy of each driver's valid California driver's license to ensure recognition upon entry.

RR. Driver Identification. Each driver hauling under this contract shall carry a laminated photo identification card indicating name, employer, and California Driver's License number. The identification card shall be visible for inspection at all times when the drivers are on City premises. Contractor shall be responsible for tracking all City keys and access units, and shall ensure that all keys and access units are returned to the City from a driver who is separated, dismissed or transferred. Contractor shall provide an accounting of all City-owned keys and access units under their care and custody annually to the Biosolids Coordinator.

SS. Bi-monthly Meetings. Contractor's designee shall attend bi-monthly phone meetings coordinated by the Biosolids Coordinator to ensure regular and timely communication regarding the execution of this contract.

TT. Communications. Contractor shall maintain a record of public inquiries and complaints, in accordance with the City's Biosolids Management System, and notify the City of such incidents.

UU. Damage to City Facilities. Contractor is responsible and liable for any damage to City facilities and structures, including, but not limited to, hopper operational equipment, quick connect pipes and valves used by the driver during loading and unloading, roll-up doors, gates, scales, roadways and landscaping caused in whole or in part by their subcontractors, employees or equipment. The City, at its sole discretion, may perform repair work, or have such work performed, and may withhold the resulting costs from the payments due to Contractor.

VV. Damage to Contractor Equipment or Property. The City shall not be responsible for loss or damage of any equipment or property owned or operated by Contractor, its agents, or employees on or off City property.

WW. Nuisance. Contractor shall prevent, control, and abate any odor, spillage, insects, vermin, or any other nuisance arising from its operation. The City's wash down areas may be used by Contractor to keep the loading site, treatment plants, and trucks clean and free of spillage before leaving the treatment plants. Cleaning or servicing of Contractor's equipment, except hose downs after biosolids loading, shall not take place on City property unless authorized by plant supervisory personnel. Contractor shall promptly clean any spillage or discharge of material to City or public roads. In the event Contractor fails to clean spillage and/or discharge, all costs associated to clean spillage/discharge, including administrative costs, shall be reimbursed by Contractor to the City.

XX. Violations. Contractor shall promptly notify City of any notice of violation, action, suit, claim, or legal proceeding against Contractor relating to any aspect of its biosolids services under this contract. This includes, but is not limited to, all traffic citations, weight station citations, and notices of violation issued by any county or local agency. Contractor shall bear all costs for violations incurred during or as a result of hauling services for the duration of this contract.

YY. Subcontractors. Contractor may select subcontractors to perform services if they meet the labor requirements of this contract. The selected subcontractors must be approved by the City and receive appropriate training prior to receiving, transporting, or unloading the City's biosolids or grit. Contractor shall ensure that their subcontractors are trained, competent, and skilled in the performance of the work to which they are assigned. Two (2) weeks prior to any proposed changes in subcontractors, Contractor shall submit written notification to the City of any changes in subcontractors. Subcontractors are expected to abide by all the applicable requirements put forth in this Appendix. It is Contractor's responsibility to ensure subcontractors abide by these requirements.

ZZ. Inspections. City reserves the right to inspect any truck or trailer used for hauling at any time during the contract term or any extension thereof, either on City property, or at the haul destination sites. These inspections may include, but are not limited to inspection of tarping, cleanliness of tractor, trailer, tires, and the presence of the appropriate Spill Packet, personal protective equipment, and emergency spill equipment. At the City’s sole discretion, Contractor must remove any unsatisfactory equipment and replace it with acceptable equipment within twenty-four (24) hours of notification of the unsatisfactory condition. Upon the City’s request and sole discretion, Contractor shall provide any documents relevant to the safe and responsible hauling of biosolids and grit. These documents may include, but are not limited to, Fastrak records, weigh tickets, billing records, driver logs, and truck routes.

AAA. City’s Authorized Personnel. Table 1 below describes the roles and responsibilities of Authorized City Personnel pertaining to this contract, as consistent with the PUC’s Biosolids Management System.

Table 1 – City’s Authorized Personnel

	Authority, Responsibilities and Duties
Watch Supervisor	<ol style="list-style-type: none"> 1. Determines level of service needed at each plant, each day. 2. Contacts dispatcher to order loads each day. 3. Issues load tickets, waste manifests and grit manifests to Contractor’s drivers. 4. Authorizes Contractor’s biosolids and grit loads that weigh less than 21.1 tons on ticket and provides written explanation. 5. Verifies and authorizes standby time for typical biosolids loadouts that exceeds thirty (30) minutes with a signed memo that must be attached to invoices for exceeded standby time. 6. If necessary, will log response time between call for biosolids and grit trucks and truck arrival to ensure compliance with the contract.
Plant Superintendent or designee	<ol style="list-style-type: none"> 1. May request Contractor to provide a driver and tractor during digester cleaning. 2. May supervise the drivers’ activities, including attaching and detaching the onsite trailer(s) for digester cleaning. 3. Verifies and authorizes the number of labor hours spent in support of digester cleaning through a signed memo to be attached to invoices for digester cleaning activities. 4. Directs the Contractor to pick up biosolids during unanticipated or extraordinary circumstances. 5. Verifies and authorizes unanticipated or extraordinary biosolids pick-ups through a signed memo or email that must be attached to the invoice for the extraordinary pick-up service. 6. Authorizes late delivery of loads delivered on days other than the days the load was picked up through a signed memo or email that must be attached to invoices for late deliveries.

<p>Biosolids Coordinator or designee</p>	<ol style="list-style-type: none">1. Approves Contractor’s haul routes to any destination.2. Approves bridge tolls incurred on routes which deviate from standard travel routes. Changes in bridge toll payments will only be made with prior approval of Biosolids Coordinator.3. Designates Contractor’s hauling destinations.4. Approves the Contractor’s Contingency Plan.5. Reviews Incident Report Forms to ensure they contain all relevant information fields that the City will need in filing a report to the Regional Water Quality Control Board.6. Coordinates bi-monthly meetings with the Contractor’s designee to ensure regular and timely communication.7. Determines the distribution and site destinations for end use of all biosolids and grit generated by City facilities.8. Provides the Contractor with written notice of the composition of the biosolids, including information requested by the Contractor needed to facilitate compliance with applicable legal and regulatory requirements.9. Notifies the Contractor of operational changes that may affect the quantities of biosolids or grit. (e.g., plant shutdowns, planned maintenance, etc.)10. Provides status information to the Contractor when requested, so that the Contractor can schedule biosolids and grit hauling.11. Reviews invoices, verifies standby pay, verifies underloaded trucks were authorized by watch supervisor, and verifies monthly average tonnage hauled.
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II. Additional Requirements

In addition to any requirements listed in Special Condition 66, Bidder's/Contractor's Qualifications, the Contractor must meet the additional requirements listed below. Failure to demonstrate compliance with these requirements may deem Bidder as non-responsive.

Table 2 – Contractor Minimum Requirements

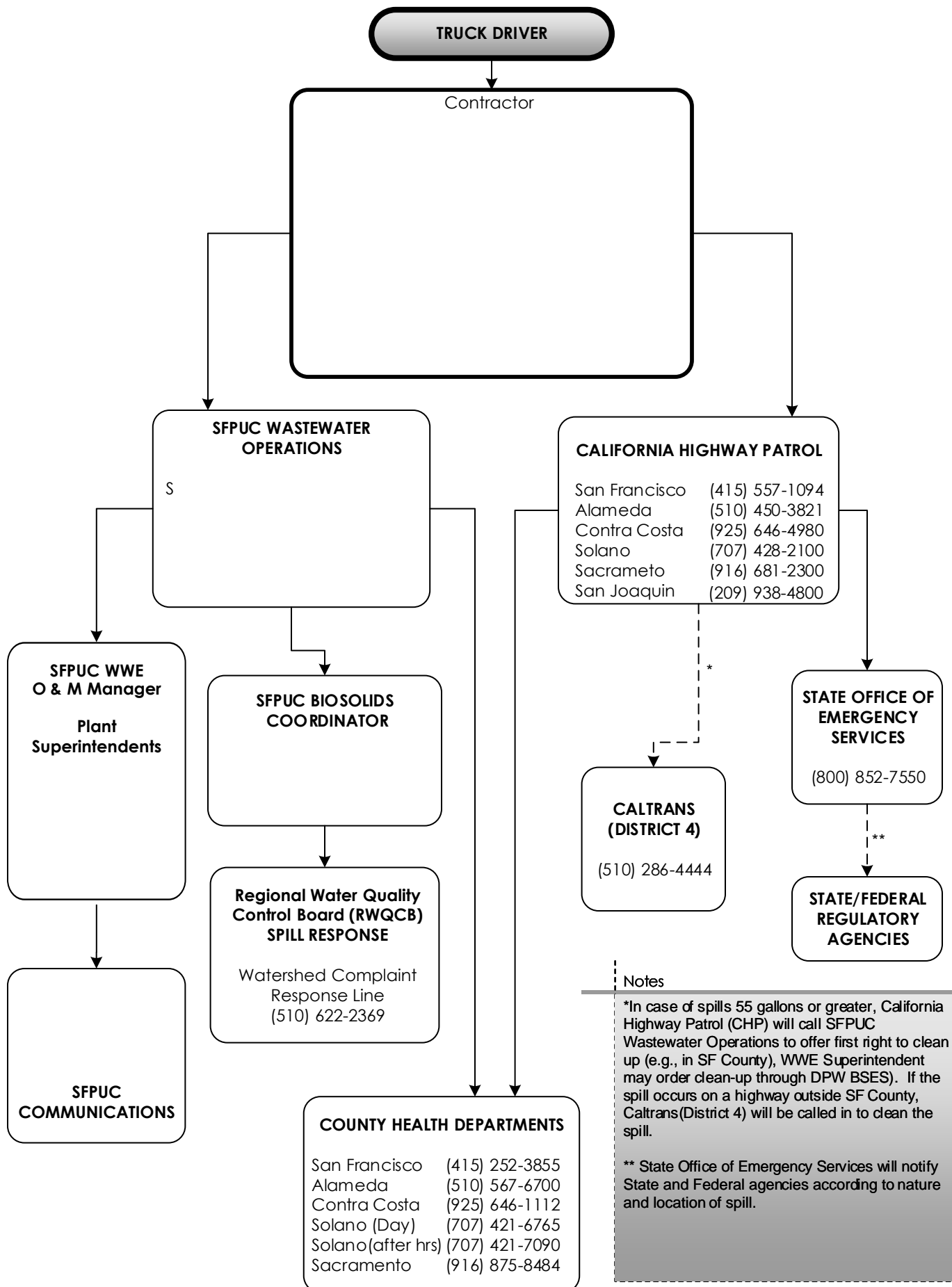
Contractor Requirement	Must be satisfied by providing
Prior biosolids hauling experience handling a minimum of 10,000 wet tons/year.	One (1) year of successful hauling within the last four (4) years. Shall submit proof of this experience upon request.
Experience in hauling material from a facility where hauling can be required 24 hours/day, 365 days/year.	Must provide a minimum of three (3) references. Refer to Page 48, Required Information of All Bidders.
All permits required to perform the hauling services for this Contract	Shall possess required permits, including driver's license information. Shall submit copies of permits and driver's licenses upon request.
Proof of 20% performance bond	Must submit bond requirements prior to award.
All drivers qualified to perform specified work	Shall provide, at minimum, current records of the driver's license numbers and proof of licensure as Deputy Weighmaster under the Contractor's Weighmaster License upon request.
<p>Sufficient equipment to perform specified work:</p> <p>For hauling biosolids and grit from OSP and SEP and 30 yard roll-off bin service TIP</p> <ul style="list-style-type: none"> • all trailers have a minimum exposed interior length of 33 feet; • truck/trailer height may not exceed 11 feet, 6 inches; • trailers capable of hauling 40 cubic yards of volume; • sufficient number of tractors and trailers to accommodate peak loads at the plants; and • biosolids trailers must be end dump, water-tight, and equipped with a cover to reduce odors and contain biosolids • at least one 30 yard roll-off bin • at least one truck capable of servicing a 30 yard roll-off bin 	Shall submit a list of identification numbers, tare weights, maximum legal load limit, biosolids and grit volume capacities for all hauling containers, trucks, and trailers that will be utilized to provide the services under this contract upon request.

Contractor Requirement	Must be satisfied by providing
For hauling primary sludge from TIP <ul style="list-style-type: none">• truck/trailer height may not exceed 11 feet, 6 inches;• at least one tanker trailer capable of transporting 5,500 gallons of raw sludge	Proof of tanker truck ownership. Shall submit documentation upon request.

SFPUC Biosolids

Spill Response Plan

2018



Notes

*In case of spills 55 gallons or greater, California Highway Patrol (CHP) will call SFPUC Wastewater Operations to offer first right to clean up (e.g., in SF County), WWE Superintendent may order clean-up through DPW BSES). If the spill occurs on a highway outside SF County, Caltrans(District 4) will be called in to clean the spill.

** State Office of Emergency Services will notify State and Federal agencies according to nature and location of spill.

If there is a biosolids or grit spill outside the treatment plant

- 1) Activate the phone tree by calling your dispatch.
Notify them of the size, location and nature of spill.**
- 2) Follow the procedures on page 5**

If there is a biosolids spill inside the treatment plant

- 1) Follow the procedures on page 7**

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Background

This SFPUC Biosolids Handbook and Spill Response Plan is a quick-reference guide for transporting SFPUC biosolids from San Francisco wastewater treatment plants to delivery sites throughout California.

Who will use this handbook?

This handbook is intended primarily for the drivers who operate the biosolids and grit trucks. The handbook also contains information for the contractor who employs the drivers, and for county and delivery site staff.

A copy of this handbook must be carried in each truck at all times. Drivers must be familiar with contents of this handbook and its location inside the cab of the truck. It is intended to help drivers in case of an emergency and may be valuable to others responding to an incident where biosolids have spilled onto a public road.

Handbook contents

This handbook contains the following information:

- Section 1 describes general safety and emergency procedures for spills on public right of ways as well as within SFPUC treatment plants and includes the spill report form and spill notification chart with telephone numbers for the hauler, SF personnel and regulators
- Section 2 provides an overview of the SFPUC biosolids program and the characteristics of biosolids
- Section 3 provides answers to frequently asked questions that may be provided to CHP or other first responders to the spill.

Future revisions

This handbook will be updated regularly to reflect changes in the program policies, procedures, or equipment. Contact rbatjaka@swater.org if you have changes that need to be made to this handbook.

Section 1: Spill Response

Spill Response Procedure – Outside of the Treatment Plant

1. **If the spill is large** (e.g., much greater than 55 gallons), **contact your dispatcher immediately (XXX)**. Tell the dispatcher to call SFPUC Wastewater Operations (SEP - XXX, OSP - XXX) as indicated on the enclosed Biosolids Spill Notification Chart.
2. **Do not leave the scene of any spill, even a small one, until it is cleaned up. If safe to do so, you may clean up small spills first, before reporting them (e.g., 55 gallons or less). If equipment is needed to clean up the spill, call for someone to retrieve the equipment, or leave someone with the spill, but never leave the spill unattended.**
3. Park the vehicle immediately in a safe location and divert traffic around the spill with cones or flares.
4. Remain with truck at all times unless it is necessary to leave temporarily to contact emergency services.
5. Stop spill from entering waterways and storm drains with sand, dirt or other blocking material.
6. If spill is small enough to clean without assistance (e.g., 55 gallons or less), clean up the spill using shovels and load the biosolids back on the truck. Apply absorbent material on affected areas and sweep. Contact dispatcher.
7. If the spill is large and occurs on a State or Federal highway, tell the dispatcher to call California Highway Patrol (CHP) in addition to SFPUC Wastewater Operations.
 - a. Depending on the size and location of the spill, CHP will contact the appropriate County Health Department, CalTrans District 4, and/or the State Office of Emergency Services.
8. If the spill is large and enters or threatens to enter a surface water body (such as a lake, river, bay) or storm drain, tell the dispatcher to inform SFPUC Wastewater Operations of this fact.
9. Give the location and approximate amount of biosolids spilled. Inform the authorities that you are hauling biosolids, which is non-hazardous and non-toxic.
10. Assist with traffic control and cleanup as instructed. Distribute copies of the brochure *Biosolids Spill Response Quick Facts* to emergency personnel.
11. All personnel responding to the biosolids spill should take appropriate safety measures and wear personal protective equipment.
12. If a member of the press has questions, refrain from speaking to the press and instead provide them with contact information for SFPUC communications (XXX). When speaking with highway patrol or regulators, refer them to the information about biosolids in this spill response plan. The driver can read from the sheet, or hand the sheet to the interested party.

Clean-Up Procedures – Outside of the Treatment Plant

1. Personnel cleaning spilled biosolids should wear gloves for shoveling, sweeping, or handling biosolids; not eat, drink, or smoke while working directly with biosolids; wash hands (and all other exposed parts of the body, as necessary) using hand cleaner or soap & water following spill clean-up and prior to eating, drinking or smoking.
2. Load spilled biosolids back into the vehicle if it's operable. If the vehicle is disabled, the spill must be loaded into a suitable alternative vehicle.
3. Spilled biosolids must be prevented from migrating off the incident site, into storm drains, or into surface waters. This is especially important if the spill occurs under rainy conditions. Biosolids spills may be diked with sand, sand bags, straw bales, dirt, kitty litter or similar blocking material.
4. A small spill may be loaded into the vehicle with shovels. A large spill must be loaded into the vehicle with an appropriate rubber-tired loader or vacuum truck. The scene coordinator, based on equipment availability and spill size, must choose the most efficient loading option. Consult with local responding agency on equipment usage.
5. After the spill has been loaded, the incident site must be cleaned. Spills may be cleaned by adding absorbents such as sand, dirt, or sawdust, and sweeping the site clear of remaining debris. Make sure that the swept site does not pose a threat due to the presence of a slippery residue. Do not wash spill residue away as it can impact storm drains or surface waters. Do not wash off tools or trucks at the spill location.
6. Cleaned up spills should either be taken to the original destination, back to the treatment plant, or to an end use site or landfill permitted to receive biosolids; contact SFPUC Wastewater Operations (SEP - XXX, OSP -XXX) for end use site authorization.

Despite precautions, spills may occur for various reasons. Minor spills can result from leaking tailgates, fast stops, or sudden shifts of the truck. Major spills can result from truck tipping, collisions, mechanical malfunctions, or driver error. If a spill occurs, there is no need for special equipment or emergency protocols beyond those outlined in this procedure. Always notify your dispatcher of any and all spills. The dispatcher is responsible for notifying the SFPUC immediately as well as the CHP if deemed necessary.

Biosolids spilled onto pavement pose a potential road hazard because they can create wet and slick surfaces for motor vehicles. If biosolids are exposed to wet weather or remain on the surface for an extended time, they could be a potential source of excessive nutrients entering nearby storm drains or waterways. Biosolids should be removed so that residues are not washed into any storm drain or waterway and do not remain on roadways. All biosolids spills must be returned to the original trailer from which they spilled, or be loaded into another suitable transport vehicle. No biosolids should be left on site.

Spill Response Procedure – Within SFPUC Facilities

The SFPUC treatment plant Superintendent or Chief on Duty is in charge of leading the response to a biosolids spill occurring within WWE facilities.

1. Spills of biosolids are considered major spills, and response and cleanup will be directed by WWE personnel. When a spill occurs, the driver must stop the vehicle immediately and park in a safe location to prevent the spread of spilled material.
2. The driver will divert traffic around the spill using traffic cones, reflectors, and/or flares and call the Operations Chief or Senior at Central Control (XXX for Southeast WPCP and XXX for Oceanside WPCP) and report the location of the spill and the approximate amount of the spill.
3. The Operations Chief or Senior will notify Southside Operations personnel, who will evaluate any hazards, and gather sufficient information, including the estimated quantity of material spilled. Other employees will be alerted by using the plant paging system and radio communication.
4. The Southside Operations personnel will direct the response and clean-up needs and will gather additional information about the spill from the driver. Operations personnel responding to the spill will fill out the first page of the Biosolids Spill Report Form (Form EMS 11.3).
5. At the discretion of the Operator on duty, the spill response procedure below will be followed:
 - a. Take any necessary steps to contain any spills on WWE property. If possible, prevent discharge into sewers by diverting the flow of spilled material or by surrounding the drain with sand, absorbent, or other appropriate material.
 - b. All internal drains at OSP and SEP are part of the combined sewer system, so once we have isolated and controlled the spill, and cleaned up the majority of solid material, it is acceptable to wash residual material into the catch basins within the plants
 - c. The responding personnel should stop the source of the spill, if needed.
 - d. Small spills can be collected using spill cleanup equipment in the truck (shovel & broom).
 - e. Large spills can be picked up with a loader or vacuum truck.
 - f. All personnel responding to a biosolids spill should take appropriate safety measures and wear personal protective equipment.
 - g. Any absorbents, such as sand, dirt or sawdust, which may have been added to the spill area should be swept clean once the incident is over. Tools or trucks should not be cleaned at the spill location, but should be cleaned at the biosolids loading station.
 - h. Load spilled biosolids back into the vehicle if it is operable and safe to transport biosolids. If the vehicle is disabled or unsafe to transport biosolids, the spill must be loaded into an alternate vehicle provided by the hauler.

- i. The recovered biosolids should be taken to the original destination. If the quality of the material has been compromised so that it no longer meets the requirements of the final end use, then the material should be transported to one of the City's contracted landfills or possibly Lystek. The WWE Biosolids Manager shall make the determination of final destination.
- j. WWE personnel should charge all time spent managing spill materials to "biosolids emergency operations." The hauler is responsible for all the resources expended during cleanup of spills.

Section 2: Overview of the SFPUC Biosolids Program

The SFPUC biosolids program is responsible for the safe and reliable production, transport and beneficial use of biosolids generated in San Francisco.

Biosolids are treated by anaerobic digestion and dewatering by centrifuge (at Southeast Water Pollution Control Plant, SEP) or screw press (at Oceanside Water Pollution Control Plant, OSP). The City's digesters are operated for specific retention times at elevated temperatures, which greatly reduce the number of disease-causing microorganisms (pathogens). These treatment processes produce EPA Class B biosolids suitable for agricultural land application in accordance with EPA regulations. Biosolids are a non-hazardous material that complies with all State, Federal, and local regulations and laws.

As a carbon based soil amendment, SFPUC biosolids also contain nitrogen, phosphorus and potassium as well as the full suite of micronutrients that plants require to grow. It is beneficially reused as a soil amendment on agricultural land (land application). Routine analyses demonstrate that the metals concentrations from both San Francisco's treatment plants consistently meet and exceed EPA requirements. Some biosolids are classified as "Exceptional Quality" (EQ), meaning that they have even lower levels of the regulated metals. The biosolids from both San Francisco plants meet the EQ criteria.

Biosolids Specifications

General Information			
Description and uses	Biosolids are the nutrient-rich soil amendment that is produced from the wastewater treatment process. After being treated to meet rigorous safety standards set by the Environmental Protection Agency (EPA) and the State of California, biosolids can be applied on agricultural fields to improve soil health and plant growth.		
Processing facilities	Southeast Water Pollution Control Plant 750 Phelps Street San Francisco, CA 94124	Oceanside Water Pollution Control Plant 3500 Great Highway San Francisco, CA 94132	
Product Characteristics			
Appearance:	Black, semi-solid		
Total Solids Content:	Approximately 25%		
pH:	7.5 – 8.5		
Nitrogen:	4 – 6 %		
Phosphorus:	1.0 –2.5%		
Metals Content:	See table below		
Pathogen Reduction:	meets EPA Class B standards		
Soluble and Total Threshold Limit Concentrations (TTLC):	Non-hazardous per California Title 22 Soluble Threshold Limit Concentrations (STLC)		
2017 Metal Concentrations of SFPUC biosolids in 2017 and EPA Exceptional Quality metals limits			
	OSP 2017 Average (mg/kg)	SEP 2017 Average (mg/kg)	EPA Exceptional Quality limit (mg/kg)
Arsenic (As)	3	4	41
Cadmium (Cd)	2	2	39
Copper (Cu)	537	652	1,500
Lead (Pb)	81	116	300
Mercury (Hg)	2	1	17
Molybdenum (Mo)	6	9	75*
Nickel (Ni)	27	37	420
Selenium (Se)	3	3	100
Zinc (Zn)	1310	1314	2,800
*Molybdenum does not have an EQ limit under the 503 regulations. The EPA ceiling limit is used for Molybdenum instead.			
Product Characteristics			
Pathogen / vector attraction reduction	SFPUC Biosolids meet all EPA requirements for pathogen and vector attraction reduction.		

Hazard Data	
Fire	Dewatered biosolids are not combustible due to the water content of 75-80%.
Explosion	Dewatered biosolids have little or no potential for explosion unless in an airtight container where buildup of methane gas could cause the container to expand and burst.
Odors	Biosolids may have an odor, primarily from nitrogen and sulfur compounds, which is not harmful in well-ventilated areas. In a confined area, such as a delivery truck, ammonia odors may be strong—ventilate before entering.
Gases	Biosolids are stable and do not create significant quantities of gas. Methane and hydrogen sulfide will form. Ammonia may form, but not in hazardous or toxic concentrations. Vent confined areas and transport containers if biosolids have been stored for any significant length of time.
Handling Precautions	
In case of spill	Use shovels or loader to refill truck or landfill. Residue may create slick driving conditions, so follow up with sand.
Exposure – skin	Wash area thoroughly with soap and water. Use antiseptic on wounds, and bandage with a clean, dry dressing
Exposure – eyes	Flush eyes thoroughly, but gently with water

Wastewater Enterprise Biosolids Spill Report Form (Form BMS 11.3)

INCIDENT REPORT:

Location (including County):	Day :	Date :	Time :
Name of Contact:	Name of Driver:		
Tractor Number:	Trailer Number:		
Amount Spilled (estimated):	Receiving Water Body Affected:		
Spill on roadway? (Y/N)	Raining? (Y/N)		
Cause of Spill:			
Observed impact to receiving water, if any (e.g., discoloration, oil sheen, etc.):			
Corrective Action Taken:			

SFPUC WASTEWATER OPERATIONS PERSONNEL NOTIFICATION (Check As Appropriate)

Operations Superintendent	Time:	Operations Manager	Division Manager
Biosolids Coordinator	Time:		

AGENCY NOTIFICATIONS:

RWQCB	General Spill Response Number	510-622-2369	Date/Time:
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Comments:

County Health Department	San Francisco: 415-252-3855	Alameda: 510-567-6700	Solano: 707-421-6765 (day) 707-421-7090 (after hrs)	Date/Time:
	Contra Costa: 925-646-1112	Sacramento: 916-875-8484		

Comments:

AGENCY CONTACTS

SFPUC BIOSOLIDS PROGRAM	Ravi Krishnaiah	415-242-2233 (office)	628-231-0021 (cell)
STATE OFFICE OF EMERGENCY SERVICES		1-800-852-7550	
CALIFORNIA HIGHWAY PATROL	San Francisco: 415-557-1094	Alameda: 510-450-3821	Sacramento: 916-681-2300
	Contra Costa: 925-646-4980	Solano: 707-428-2100	
SFPUC COMMUNICATIONS	Jean Walsh: 415-554-3203	General Line: 415-554-3289	
CALTRANS DIST. 4	510-286-4444	Other:	
Completed By:	Name	Telephone:	Date:
			Time:

Copies To: (Check As Appropriate)

- | | | | |
|---------------------------------------|-------------------------------------|------------------------------------|--|
| <input type="checkbox"/> B. Henderson | <input type="checkbox"/> File | <input type="checkbox"/> D. Miller | <input type="checkbox"/> R. Krishnaiah |
| <input type="checkbox"/> M. Harris | <input type="checkbox"/> J. Johnson | <input type="checkbox"/> J. Roddy | <input type="checkbox"/> L. Harrison |
| <input type="checkbox"/> A. Clark | <input type="checkbox"/> J. Yee | <input type="checkbox"/> L. Pagano | <input type="checkbox"/> K. Ving |

Section 3: Frequently Asked Questions

What are Biosolids?

Biosolids are the nutrient-rich soil amendment that is produced from the wastewater treatment process. After being treated to meet rigorous safety standards set by the Environmental Protection Agency (EPA) and the State of California, biosolids can be applied on agricultural fields to improve soil health and plant growth.

What is the difference between biosolids and sludge?

Sewage sludge is the untreated solid material in wastewater. These solids are converted to biosolids through an intensive treatment process. Biosolids are carefully monitored and used in accordance with regulatory requirements.

How are biosolids generated and processed?

Biosolids are created through the treatment of domestic wastewater in wastewater treatment plants. Biosolids management for the City and County of San Francisco starts by regulating what is introduced into the system through an effective pretreatment program. As wastewater goes through the Southeast or Oceanside Water Pollution Control Plants, it undergoes physical, chemical and biological changes, which clean the wastewater and separate the solids. The solids are further processed to reduce pathogens and vector attraction to produce biosolids.

How can biosolids be beneficially used?

Biosolids are used on agricultural lands, forests, and rangelands to improve plant growth and soil health. Land application of biosolids takes place in all 50 states.

How are biosolids used for agriculture?

Biosolids are carbon based, which means the nutrients contained in the material are mostly from organic matter – material made up of once living plants and organisms. These nutrients include nitrogen, phosphorus and potassium as well as the full suite of micronutrients that are necessary for plant growth. When farmers use biosolids they return plant nutrients and carbon to the soil. Replenishing soil with nutrients in biosolids presents an opportunity for us to step away from applying synthetic or mined fertilizers. Unlike biosolids, synthetic or mined fertilizers do not directly add carbon to the soil. When we add biosolids to soil, we are adding organic matter, which improves our soil in numerous ways: soil water holding capacity is increased, the amount of nutrients a soil can hold onto increases, beneficial organisms in soil increase, soil structure improves, and erosion decreases.

Are biosolids safe?

After reviewing current practices, public health concerns and regulatory standards, the National Academy of Sciences concluded that the use of biosolids in the production of crops for human consumption, when practiced in accordance with existing federal guidelines and regulations, presents

negligible risk to crop production, the environment, or to animals fed crops grown on land after biosolids application.

How are biosolids treated to kill pathogens?

The biosolids from both of the City and County of San Francisco's wastewater treatment plants undergo a minimum of 15 days detention time in mesophilic anaerobic digesters at 95°F. The anaerobic environment is an adverse environment for aerobic pathogens, resulting in consistent reduction of at least 99% of indicator organisms. This process ensures that San Francisco biosolids meet rigorous safety standards set by the Environmental Protection Agency (EPA) and the State of California.

Do biosolids smell?

Biosolids may have their own distinctive odor depending on the type of treatment. Some biosolids may have only a slight musty odor. Others have a stronger odor that may be unpleasant to some people. Much of the odor is caused by compounds containing sulfur and ammonia, both of which are plant nutrients.

Are there regulations for the land application of biosolids?

Biosolids used for land application must meet strict regulations and quality standards (e.g. 40 CFR 503(c) and analogous California regulations). There are numerical limits for metals in biosolids, pathogen reduction standards, site restrictions and crop harvesting restrictions. Additionally, extensive monitoring, documenting and reporting requirements exist for biosolids that are land applied, surface disposed, or incinerated.

Where can I find out more about the regulations?

The biosolids rule is described in the EPA publication, A Plain English Guide to the EPA Part 503 Biosolids Rule. In addition to this guide, EPA has prepared a Guide to the Biosolids Risk Assessments for the EPA Part 503 Rule which shows the many steps followed to develop the scientifically based set of rules designed to ensure safety.

Can anyone apply biosolids to land?

Anyone who wants to use biosolids for land application must comply with all relevant federal and local regulations. In some cases a permit may be required.

Are biosolids good for the environment?

Biosolids recycling is good for the environment. Organic matter has been recycled for millennia to improve soil fertility and productivity. When properly applied and managed, biosolids can provide essential plant nutrients, improve soil structure, add organic matter, enhance moisture retention, and reduce soil erosion. Research and years of recycling experience have demonstrated that properly managed land application of biosolids is environmentally safe.

How can I get more information on biosolids, land application and the SFPUC Biosolids Management System?

You can find more information by visiting SFPUC's biosolids website at <http://www.sfwater.org/biosolids>.

What is the SFPUC?

San Francisco Public Utilities Commission (SFPUC) is a department of the City and County of San Francisco that provides retail drinking water & wastewater services to the City of San Francisco, wholesale water to three Bay Area counties, green hydroelectric & solar power to Hetch Hetchy electricity customers, and power to the residents & businesses of San Francisco.

For more information about Biosolids or other SFPUC projects and programs, contact SFPUC Communications at 415-554-3289 or visit www.sfwater.org.



SFPUC Biosolids being applied to farm land



Triticale grown on farmland amended with SFPUC Biosolids

Biosolids Spill Response Quick Facts

What are Biosolids?

- A nutrient-rich soil amendment used to improve plant growth and soil health.
- Biosolids are the treated solids from the wastewater treatment process.
- Biosolids are highly treated and closely monitored to meet government standards.
- SFPUC produces biosolids that meet all regulatory and health requirements for use on agricultural lands.
- Similar in odor to other fertilizing materials.

Safe Handling Precautions

- Wear gloves, boots and eye protection for shoveling, sweeping, or handling biosolids
- Do not eat, drink, or smoke while working directly with biosolids
- Wash hands using hand cleaner or soap & water following spill clean-up and prior to eating, drinking or smoking.
- Refer to other documents in the driver's spill packet for more information about biosolids



Triticale grown on farmland amended with SFPUC Biosolids

EQUIPMENT LIST

Company Name: _____

Company Representative: _____

Signature: _____

	Year	Make	Model	ID/Tag	Description
1					
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Contract Proposal 68382
Sourcing Event 0000001515
BID TABULATION

AGGREGATE 1		Denali Water Solutions		S & S Trucking		Recology	
1.	Biosolids Hauling Monday through Friday. The base price plus mileage rate is applicable Monday through Friday. Do not include bridge tolls. Est: 8 trips per day but possibly 13 or more trips per day from SEP and 1-2 trips daily but possibly 3 or more trips daily from OSP Biosolids Hauling. Refer to Appendix 1, item A.	\$110.00 / load	\$5.18 / mile	\$160.46 / load	\$4.87 / mile	\$330.00 / load	\$5.95 / mile
2.	Biosolids Hauling Saturday. The base price plus mileage rate is applicable on Saturdays. Do not include bridge tolls. Est: 8 trips per day but possibly 13 or more trips per day from SEP and 1-2 trips daily but possibly 3 or more trips daily from OSP Biosolids Hauling. Refer to Appendix 1, item A.	\$150.00 / load	\$5.28 / mile	\$188.71 / load	\$5.72 / mile	\$412.50 / load	\$7.44 / mile
3.	Biosolids Hauling Sunday and Holidays. The base price plus mileage rate is applicable on Sundays and holidays. Do not include bridge tolls. Est: 6 trips per day but possibly 13 or more trips per day from SEP and 1-2 trips daily but possibly 3 or more trips daily from OSP Biosolids Hauling. Refer to Appendix 1, item A. For a list of holidays these rates will apply to refer to Special Condition 75. D.	\$175.00 / load	\$6.28 / mile	\$215.83 / load	\$6.55 / mile	\$577.50 / load	\$10.41 / mile
4.	Grit Hauling Monday through Friday. The base price plus mileage rate is applicable Monday through Friday. Do not include bridge tolls. Service will be requested as needed. Refer to Appendix 1, item A.	\$110.00 / load	\$5.08 / mile	\$160.46 / load	\$8.02 / mile	\$330.00 / load	\$5.95 / mile
5.	Grit Hauling Saturday. The base price plus mileage rate is applicable Saturday. Do not include bridge tolls. Service will be requested as needed. Refer to Appendix 1, item A.	\$150.00 / load	\$5.08 / mile	\$188.71 / load	\$9.44 / mile	\$412.50 / load	\$7.44 / mile
6.	Grit Hauling Sunday and Holidays. The base price plus mileage rate is applicable Sunday and holidays. Do not include bridge tolls. Service will be requested as needed. Refer to Appendix 1, item A. For a list of holidays these rates will apply to refer to Special Condition 75. D.	\$175 / load	\$6.18 / mile	\$215.83 / load	\$10.79 / mile	\$577.50 / load	\$10.41 / mile
7.	Standby pay. Hourly rate for time spent at plant over 30 minutes. Refer to Appendix 1, item M.	\$155 / hour		\$150 / hour		\$186.61 / hour	
8.	Extraordinary Pick-up. Rate for Contractor to pick up biosolids. Refer to Appendix 1, item J.	\$800 / pick-up		\$300 / pick-up		\$360 / pick-up	
9.	Monthly rental of 30-yard debris box. For use at TIP for grit and undigested, dewatered sludge. Refer to Appendix 1, item B.	\$800 / month		\$175 / month		\$182.10 / month	
10.*	Digester cleaning. One (1) driver and tractor to move onsite trailers at SEP as requested by Plant Superintendent or designee, as needed. Refer to Appendix 1, item C.	\$165 / hour		\$150 / hour		\$186.61 / hour	
11.*	Trailers for digester cleaning. Four (4) trailers provided by Contractor to be used for digester cleaning. Price per mobilization of trailers as well as price per day of use. Refer to Appendix 1, item C.	\$750 / mobilization	\$100 / day	\$1200 / mobilization	\$140 / day	\$660 / mobilization	\$375 / day (up to 7 days) \$160 / day (8 to 30 days) \$105 / day (31 days or more)

Evaluation Formula for Aggregate 1

1. Biosolids hauling rate per mile \$ _____ x 90 miles = \$ _____ + biosolids hauling rate per load = \$ _____ x 0.689 =	\$397.00	\$412.55	\$596.33
2. Biosolids hauling rate per mile \$ _____ x 90 miles = \$ _____ + biosolids hauling rate per load = \$ _____ x 0.131 =	\$81.90	\$92.16	\$141.76
3. Biosolids hauling rate per mile \$ _____ x 90 miles = \$ _____ + biosolids hauling rate per load = \$ _____ x 0.098 =	\$72.54	\$78.92	\$148.41
4. Grit hauling rate per mile \$ _____ x 50 miles = \$ _____ + biosolids hauling rate per load = \$ _____ x 0.048 =	\$17.47	\$26.95	\$30.12
5. Grit hauling rate per mile \$ _____ x 50 miles = \$ _____ + biosolids hauling rate per load = \$ _____ x 0.01 =	\$4.04	\$6.61	\$7.85
6. Grit hauling rate per mile \$ _____ x 50 miles = \$ _____ + biosolids hauling rate per load = \$ _____ x 0.01 =	\$4.84	\$7.55	\$10.98
7. Hourly rate for standby time at the treatment plant = \$ _____ x 0.005 =	\$0.78	\$0.75	\$0.93
8. Rate per event for extraordinary pick-up = \$ _____ x 0.005 =	\$4.00	\$1.50	\$1.80
9. Monthly rate for rental of 30 yard roll-off debris box at TIP = \$ _____ x 0.004 =	\$3.20	\$0.70	\$0.73

Total Evaluation Price for Aggregate 1

\$585.77

\$627.69

\$938.91

LOWEST BID

AGGREGATE 2		Denali Water Solutions		S & S Trucking		Recology	
12.	Hauling Rate for TIP Tanker Monday through Friday. The base price plus mileage rate is applicable Monday through Friday. Refer to Appendix 1, item T.	\$300.00 / load	\$9.50 / mile	\$160.46 / load	\$14.16 / mile	\$213.00 / load	\$5.95 / mile
13.	Hauling Rate for TIP Tanker on Saturdays. The base price plus mileage rate is applicable on Saturdays. Do not include bridge tolls. Refer to Appendix 1, item T.	\$350.00 / load	\$12.50 / mile	\$188.71 / load	\$16.65 / mile	\$266.25 / load	\$7.44 / mile

14.	Hauling Rate for TIP Tanker on Sundays and Holidays. The base price plus mileage rate is applicable on Sundays and holidays. Do not include bridge tolls. Refer to Appendix 1, item T. For a list of holidays these rates will apply to refer to Special Condition 75. D.	\$400.00 / load	\$12.50 / mile	\$215.83 / load	\$19.04 / mile	\$372.75 / load	\$10.41 / mile
15.	Monthly Rental of TIP Tanker. 5,500 gallon tanker to be left at TIP and periodically hauled to OSP or possibly another site. Refer to Appendix 1, item S.	\$1250.00 / month		\$1000.00 / month		\$669.00 / month	
16.	Standby pay. Hourly rate for time spent at a single plant over 1 hour. Refer to Appendix 1, item U.	\$170.00 / month		\$150.00 / hour		\$186.61 / hour	

Evaluation Formula for Aggregate 2

12. Tanker hauling rate per mile \$ _____ x 34 miles = \$ _____ + tanker hauling rate per load = \$ _____ x 0.65 =	\$404.95	\$417.24	\$269.95
13. Tanker hauling rate per mile \$ _____ x 34 miles = \$ _____ + tanker hauling rate per load = \$ _____ x 0.12 =	\$93.00	\$90.58	\$62.31
14. Tanker hauling rate per mile \$ _____ x 34 miles = \$ _____ + tanker hauling rate per load = \$ _____ x 0.12 =	\$99.00	\$103.58	\$87.20
15. Monthly rate for rental of TIP tanker = \$ _____ x 0.08 =	\$100.00	\$80.00	\$53.52
16. Hourly rate for standby time at the treatment plant = \$ _____ x 0.03 =	\$5.10	\$4.50	\$5.60

Total Evaluation Price for Aggregate 2	\$702.05	\$695.90	\$478.58
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LOWEST BID

Approved by:

Name

Title

Date



September 3, 2019

Evan Magante
City and County of San Francisco
Office of Contract Administration
525 Golden Gate Ave., 5th floor
San Francisco, CA 94102

Dear Mr. Magante:

I wanted to formally let you know that Recology has elected to not proceed with the award for Contract Proposal 68382 (Aggregate 2). The work was initially bid as an adjunct service to the Biosolids and Grit Hauling Services, so that in the event Recology was awarded the Aggregate 1 portion of the bid, the City would have one vendor to call for service.

It was a pleasure to work with you on this proposal but unfortunately our fully loaded hourly Union wage in conjunction with our high environmental standards imposed upon my truck fleet by the California Air Resources board's, Refuse Hauler Rule we find it hard to compete with Non-Union represented companies that are not held to the same environmental standards as we are. In the event that, the PUC cannot successfully negotiate with the lowest bidder for this Contract Proposal, Recology would be happy to reconsider its position regarding the Aggregate 2 work only if the Aggregate 1 services were awarded to Recology as well.

Please feel free to reach out to me if you have any additional questions.

Regards,

Maurice B. Quillen

A handwritten signature in black ink, appearing to read 'Maurice B. Quillen', written in a cursive style.

V.P. & General Manager



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 220923

Bid/RFP #: 1515

Notification of Contract Approval

SFEC Form 126(f)4

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

A Public Document

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

1. FILING INFORMATION

TYPE OF FILING	DATE OF ORIGINAL FILING (for amendment only)
Original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT

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

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Evan Magante	415-487-5267
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
OCA Office of Contract Administration	evan.magante@sfgov.org

5. CONTRACTOR	
NAME OF CONTRACTOR Denali Water Solutions	TELEPHONE NUMBER 909-963-9934
STREET ADDRESS (including City, State and Zip Code) 86600 Avenue 54, Coachella, CA 92236	EMAIL Bryan.cannon@denaliwater.com

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER 1515	FILE NUMBER (If applicable) 220923
DESCRIPTION OF AMOUNT OF CONTRACT \$18,800,000		
NATURE OF THE CONTRACT (Please describe) The purpose of this contract is to provide biosolids and grit hauling services for the various wastewater treatment facilities of the City and County of San Francisco. The City's wastewater facilities generate an anaerobically digested Class A biosolids from the Oceanside Water Pollution Control Plant (OSP), an anaerobically digested Class B biosolids from the Southeast Water Pollution Control Plant (SEP), and dewatered or liquid primary sludge from the Treasure Island Plant (TIP). Digester cleaning spoils are generated during dry weather from SEP.		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

9. AFFILIATES AND SUBCONTRACTORS

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Baird/Baird Trucking	Vern	CEO
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9. AFFILIATES AND SUBCONTRACTORS

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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9. AFFILIATES AND SUBCONTRACTORS

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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Check this box if you need to include additional names. Please submit a separate form with complete information. Select “Supplemental” for filing type.

10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

<p>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</p> <p>BOS Clerk of the Board</p>	<p>DATE SIGNED</p>
---	---------------------------



DATE: July 18, 2022
TO: Angela Calvillo, Clerk of the Board
FROM: Sailaja Kurella, Director of Office of Contract Administration (OCA) and Purchaser
SUBJECT: Resolution to approve amendments to Term Contract 68382 – Biosolids and Grit Hauling Services

Enclosed is the resolution authorizing amendments to:

- (1) Contracts 1000015461 (with primary Contractor Denali Water Solutions) and 1000016008 (with secondary Contractor S&S Trucking) for the transporting of biosolids and grit from the Oceanside and Southeast wastewater treatment; and
- (2) Contracts 1000015462 (with primary Contractor S&S Trucking) and 1000015998 (with secondary Contractor Denali Water Solutions) for the staging and transportation of untreated wastewater solids from the Treasure Island wastewater treatment facility.

Background

The Waste Water Enterprise Division (WWE) of San Francisco Public Utilities Commission (SFPUC) manages three (3) facilities for the treatment of wastewater. Of these, the Oceanside and Southeast wastewater treatment facilities produce, on an annual basis, approximately:

- 60,000 tons of biosolids (nutrient rich solids produced during wastewater treatment) which are transported to four different locations for use as a fertilizer; and
- 4,000 tons of grit (sand removed from the wastewater before treatment) which are transported to a landfill.

Additionally, the Treasure Island wastewater treatment facility produces, on an annual basis, 600,000 gallons of primary treatment solids which are transported to the Oceanside wastewater treatment facility for further treatment.

The purpose of these contracts is to provide the hauling services required to transport these materials which consists of several thousand separate trips per year to five different counties.

Award History

These contracts were awarded pursuant to a low bid solicitation advertised on April 2, 2019 by the Office of Contract Administration (OCA) for the provision of biosolids and grit hauling services.

On September 26, 2019, OCA awarded Contracts 1000015461 (with primary Contractor Denali Water



Solutions) and 1000016008 (with secondary Contractor S&S Trucking) for the transporting of biosolids and grit from the Oceanside and Southeast wastewater treatment plants.

- Contract 1000015461 was awarded with a Not to Exceed (NTE) Amount of \$8,700,000 with an initial term of three (3) years commencing on October 1, 2019, with an option to renew for four (4) additional years. Amendment 1 to the contract decreased the NTE to \$8,600,000.
- Contract 1000016008 was awarded with a Not to Exceed (NTE) Amount of \$2,500,000 with an initial term of three (3) years commencing on October 1, 2019, with an option to renew for four (4) additional years.

On October 7, 2019, OCA awarded Contracts 1000015462 (with primary Contractor S&S Trucking) and 1000015998 (with secondary Contractor Denali Water Solutions) for the staging and transportation of untreated wastewater solids from the Treasure Island wastewater treatment facility.

- Contract 1000015462 was awarded with a Not to Exceed (NTE) Amount of \$250,000 with an initial term of three (3) years commencing on October 1, 2019, with an option to renew for four (4) additional years. Amendment 1 to the contract extended the end date to September 30, 2024 and increased the NTE to \$1,000,000.
- Contract 1000015998 was awarded with a Not to Exceed (NTE) Amount of \$500,000 with an initial term of three (3) years commencing on October 1, 2019, with an option to renew for four (4) additional years. Amendment 1 to the contract decreased the NTE to \$100,000.

The LBE participation requirement for each contract is 7%.

Amendments Summary

At this time, OCA, on behalf of SPUC, seeks to amend the above-referenced contracts as follows:

- Contract 1000015461 – Extend the contract term from September 30, 2022 to September 30, 2026 and increase the NTE amount by \$10,200,000 to \$18,800,000. The basis for the requested increase in NTE is as follows:

PS Contract ID	Awarded Supplier	Start Date	End Date	Current NTE	Remaining Balance (7/22/22)	Average Monthly Spend	Revised End Date	Projected Need to Revised End Date	Additional Funds Being Requested Based on Projected Need to Revised End Date Less



									Currently Available Balance
1000015461	Denali Water Solutions	10/1/2019	9/30/2022	\$8,600,000	\$2,609,062	\$166,415	9/30/2026	\$7,987,917	\$5,378,855

- Contract 1000015998 – Extend the contract term from September 30, 2022 to September 30, 2026 and increase the NTE amount by \$400,000 to \$500,000. The basis for the requested increase in NTE is as follows:

PS Contract ID	Awarded Supplier	Start Date	End Date	Current NTE	Remaining Balance (7/22/22)	Average Monthly Spend	Revised End Date	Projected Need to Revised End Date	Projected Need to Revised End Date Less Currently Available Balance
1000015998	Denali Water Solutions	10/1/2019	9/30/2022	\$100,000	\$22,500	\$2,153	9/30/2026	\$51,667	\$29,167

- Contract 1000015462 – Extend the contract term from September 30, 2024 through September 30, 2026 with no change to the NTE amount.

PS Contract ID	Awarded Supplier	Start Date	End Date	Current NTE	Remaining Balance (7/22/22)	Average Monthly Spend	Revised End Date	Projected Need to Revised End Date	Projected Need to Revised End Date Less Currently Available Balance
1000015462	S&S Trucking	10/1/2019	9/30/2024	\$1,000,000	\$572,802	\$11,867	9/30/2026	\$284,799	\$0

- Contract 1000016008 – Extend the contract term from September 30, 2022 through September 30, 2026 with no change to the NTE amount.

PS Contract ID	Awarded Supplier	Start Date	End Date	Current NTE	Remaining Balance (7/22/22)	Average Monthly Spend	Revised End Date	Projected Need to Revised End Date	Additional Funds Being Requested Based on Projected Need to



									Revised End Date Less Currently Available Balance
1000016008	S&S Trucking	10/1/2019	9/30/2022	\$2,500,000	\$2,500,000	\$0	9/30/2026	\$0	\$0

Justification:

Approval of these contracts is justified for several reasons, which are summarized below:

- (1) **Essential Service:** The transportation services provided by this contract are critical for the daily operation of the City’s wastewater treatment infrastructure. Not providing this service would have severe consequences for the treatment of the City’s wastewater and is not an option.
- (2) **Satisfactory Performance:** The department is satisfied with the performance of the contractors. The contractor staff are familiar with department procedures and load out equipment and the contractor dispatchers schedule and organize numerous truck trips daily to different destinations without issue. In the event of issues with destinations, the contractor dispatchers are experienced enough to modify destination plans based on previous instructions from the department.
- (3) **Pricing:** Extending the existing contract will be the best course of action if the City is seeking to keep costs for this service stable based on the awarded terms.

If you have any questions or require additional information, please contact Evan Magante on my team at 415-487-5267.