



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

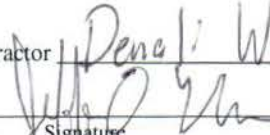
Items: **Aggregate 1 – Primary Award**
Aggregate 2 – Secondary Award

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
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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
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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 | |

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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.

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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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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.

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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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BID AND CONTRACT CONDITIONS

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 |
|--------|--------------------------------------|

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 \times 9\% = \9 | |
| 9% of Cost per Mile: | $\$4.50 \times 9\% = \0.41 | |
| Allowable Increase Cost per Load: | $16.7\% \times \$9 = \1.5 | |
| Allowable Increase Cost per Mile: | $16.7\% \times \$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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hailed, 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. |

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|---|---|
| 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

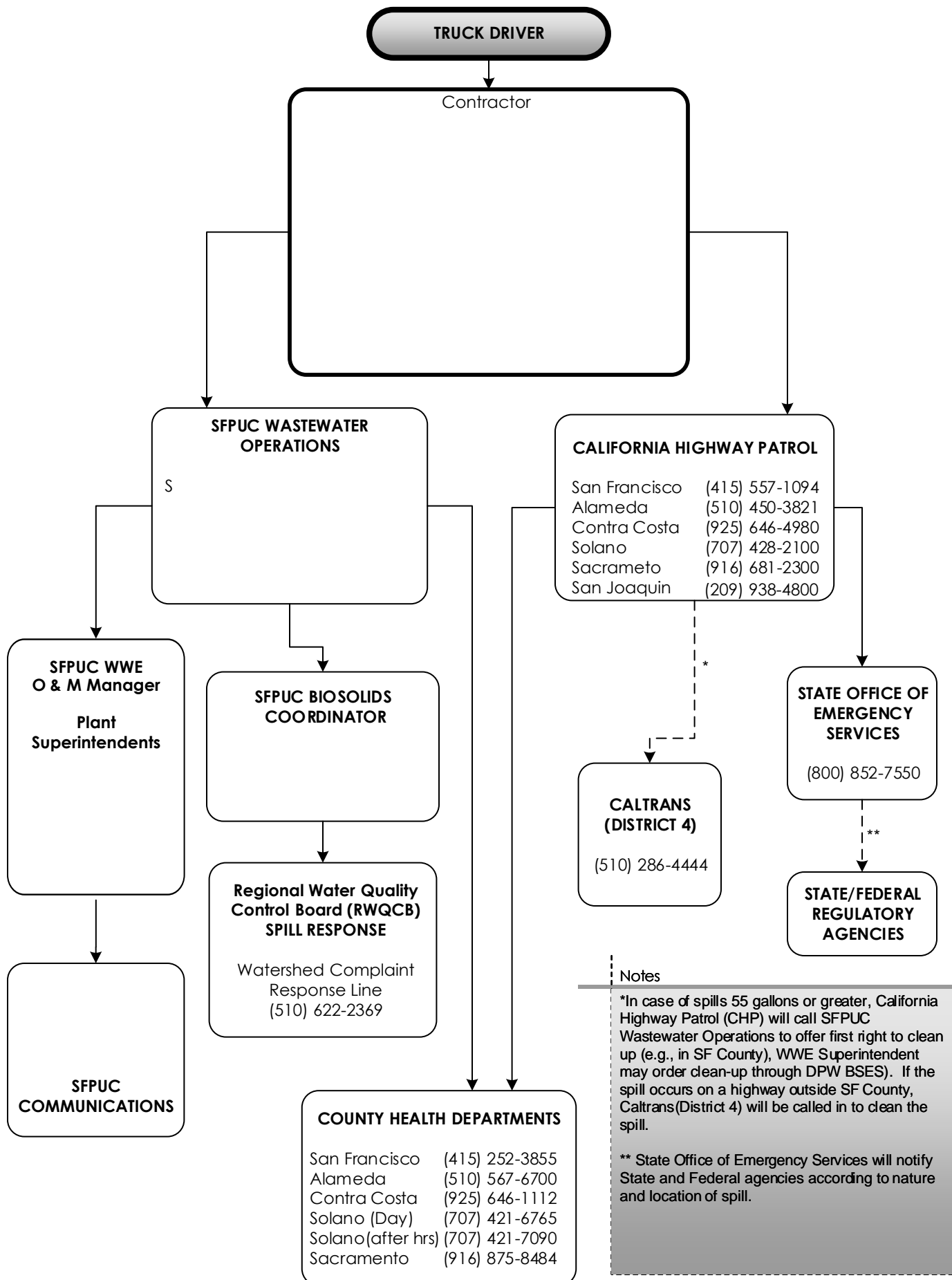
| Contractor Requirement | Must be satisfied by providing |
|---|--|
| Prior biosolids hauling experience handling a minimum of 10,000 wet tons/year. | One (1) year of successful hauling within the last four (4) years. Shall submit proof of this experience upon request. |
| Experience in hauling material 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@sfgwater.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: |
|--------------|-------------------------------|--------------|-------------------|

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.