

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



# Contract Modification 10

## Waste Water Treatment Polymers

**SNF Polydyne Inc.**  
 Lawrence D. Grizzle  
 P.O. Box 279  
 Riceboro, Georgia 31323

Date: February 01, 2016  
 Buyer Name: Carolyn Sladnick  
 Term contract: 67030  
 City Blanket No. BPSF00003343  
 Type: Indefinite quantity  
 Not-to-exceed amount: **\$9,500,000**

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

Modification	Start date	End date	Amount	Other changes
Original contract	04-01-07	03-31-10	\$2,500,000	
1	08-11-08	03-31-10		1) Price increase for items: Clarifloc C-3295 Clarifloc LW-696 Clarifloc WE-597 2) Add special conditions: 90. Food Srv. Waste Reduction 91. Protection of Private Info.
2.	04-01-10	03-31-11	\$3,500,000	1) One year contract extension 2) Add \$1,000,000 to Citywide Blanket
3.	04-01-10	03-31-12		1) 5% price reduction 2) One year contract extension
4.	05-03-11	03-31-12	\$5,000,000	1) Add \$1,500,000 to Citywide Blanket 2) Update contract conditions
5.	04-01-12	03-31-13	\$6,000,000	1) Price Increase 2) One (1) year contract extension 3) Add \$1,000,000 to Citywide Blanket 4) Update Bid and Contract conditions
6.	04-01-13	03-31-14	\$7,200,000	1) One year contract extension 2) Add \$1,200,000 to Citywide Blanket
7.	04-01-14	03-31-15	\$7,200,000	1) One year contract extension 2) Update contract conditions
8.	04-01-14	03-31-15	\$9,000,000	1) Add \$1,800,000 to Citywide Blanket 2) Update contract conditions

Modification	Start date	End date	Amount	Other changes
9.	04-01-15	03-31-16	\$9,000,000	1) One year contract extension
10.	04-01-16	09-30/16	\$9,500,000	1) Price Decrease 2) Six (6) month contract extension 3) Add \$500,000 to Citywide Blanket 4) Update contract conditions

This modification 10 changes the contract as follows:

- 1) Decreases pricing in accordance with Special Condition No. 73, Price Adjustment Provision.
- 2) Extends the contract six (6) months from April 1, 2016 to September 30, 2016
- 3) Adds \$500,000 to the "Not to Exceed Amount"
- 4) Updates Bid and Contract Conditions


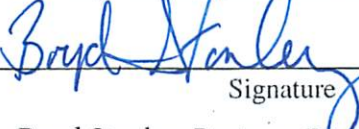
Effective April 1, 2016, all contract line item prices will be decreased as indicated below:

Item	Current Price	New Price (as of 4/01/16)
Clarifloc C-3295	\$1.6168/LB	\$1.4824/LB
Clarifloc LW-696	\$0.0897/LB	\$0.0822/LB
Clarifloc WE-597	\$0.0834/LB	\$0.0765/LB

The following General Condition is hereby added to the contract:

**66. 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.

All other terms and conditions remain the same.

Approved by the City:  \_\_\_\_\_ Date 02/04/16  
 FOR Jaci Fong, Director and Purchaser  
 Approved by Contractor:  \_\_\_\_\_ Date 2/8/16  
 Name and title: Boyd Stanley, Business Director

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# Contract Modification 9

## Waste Water Treatment Polymers

**SNF Polydyne Inc.**  
 Lawrence D. Grizzle  
 P.O. Box 279  
 Riceboro, Georgia 31323

Date: January 26, 2015  
 Buyer Name: Carolyn Sladnick  
 Term contract: 67030  
 City Blanket No. BPSF00003343  
 Type: Indefinite quantity  
 Not-to-exceed amount: **\$9,000,000**

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

Modification	Start date	End date	Amount	Other changes
Original contract	04-01-07	03-31-10	\$2,500,000	
1	08-11-08	03-31-10		1) Price increase for items: Clarifloc C-3295 Clarifloc LW-696 Clarifloc WE-597 2) Add special conditions: 90. Food Srv. Waste Reduction 91. Protection of Private Info.
2.	04-01-10	03-31-11	\$3,500,000	1) One year contract extension 2) Add \$1,000,000 to Citywide Blanket
3.	04-01-10	03-31-12		1) 5% price reduction 2) One year contract extension
4.	05-03-11	03-31-12	\$5,000,000	1) Add \$1,500,000 to Citywide Blanket 2) Update contract conditions
5.	04-01-12	03-31-13	\$6,000,000	1) Price Increase 2) One (1) year contract extension 3) Add \$1,000,000 to Citywide Blanket 4) Update Bid and Contract conditions
6.	04-01-13	03-31-14	\$7,200,000	1) One year contract extension 2) Add \$1,200,000 to Citywide Blanket
7.	04-01-14	03-31-15	\$7,200,000	1) One year contract extension 2) Update contract conditions
8.	04-01-14	03-31-15	\$9,000,000	1) Add \$1,800,000 to Citywide Blanket 2) Update contract conditions

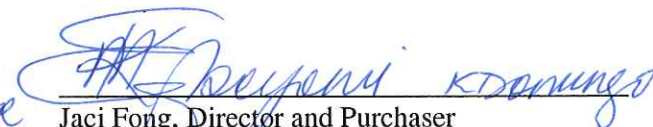
Modification	Start date	End date	Amount	Other changes
9.	04-01-15	03-31-16	\$9,000,000	1) One year contract extension

This modification 9 changes the contract as follows:

It extends the contract twelve (12) months from April 01, 2015 through March 31, 2016, or until a new contract is awarded, whichever occurs first.


All other terms and conditions remain the same.

Approved by the City:

*for*   
Jaci Fong, Director and Purchaser

1/29/15  
Date

Approved by Contractor:

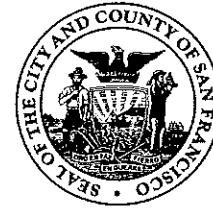
  
Signature

2/13/15  
Date

Name and title

Boyd Stanley, Business Manager

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



# Contract Modification 8

## Waste Water Treatment Polymers

**SNF Polydyne Inc.**  
 Lawrence D. Grizzle  
 P.O. Box 279  
 Riceboro, Georgia 31323

Date: August 8, 2014  
 Buyer Name: Carolyn Sladnick  
 Term contract: 67030  
 City Blanket No. BPSF00003343  
 Type: Indefinite quantity  
 Not-to-exceed amount: **\$9,000,000**

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

Modification	Start date	End date	Amount	Other changes
Original contract	04-01-07	03-31-10	\$2,500,000	
1	08-11-08	03-31-10		1) Price increase for items: Clarifloc C-3295 Clarifloc LW-696 Clarifloc WE-597 2) Add special conditions: 90. Food Srv. Waste Reduction 91. Protection of Private Info.
2.	04-01-10	03-31-11	\$3,500,000	1) One year contract extension 2) Add \$1,000,000 to Citywide Blanket
3.	04-01-10	03-31-12		1) 5% price reduction 2) One year contract extension
4.	05-03-11	03-31-12	\$5,000,000	1) Add \$1,500,000 to Citywide Blanket 2) Update contract conditions
5.	04-01-12	03-31-13	\$6,000,000	1) Price Increase 2) One (1) year contract extension 3) Add \$1,000,000 to Citywide Blanket 4) Update Bid and Contract conditions
6.	04-01-13	03-31-14	\$7,200,000	1) One year contract extension 2) Add \$1,200,000 to Citywide Blanket
7.	04-01-14	03-31-15	\$7,200,000	1) One year contract extension 2) Update contract conditions
8.	04-01-14	03-31-15	\$9,000,000	1) Add \$1,800,000 to Citywide Blanket 2) Update contract conditions

This modification 8 changes the contract as follows:

- 1) Add \$1,800,000 to Citywide Blanket
- 2) Update contract conditions (See Attachment A)

All other terms and conditions remain the same.

Approved by the City:

*J. Fong*  
for *Jaci Fong* Director and Purchaser *KCOM/ACRO*

*8/8/14*  
Date

Approved by Contractor:

*Lawrence D. Grizzle*  
Signature

*8/21/2014*  
Date

Name and title

*Lawrence D. Grizzle, Business Mgr*

1. General Condition **59** of the original contract, **Earned Income Credit (EIC) Forms** is hereby deleted in its entirety.
2. General Condition **65** of the original contract, **Graffiti Removal**, is hereby deleted in its entirety.
3. The following General Condition is hereby added to the contract:

**Consideration of Criminal History in Hiring and Employment Decisions**

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 60(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.

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.



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 San Francisco, CA 94102-4685



# Contract Modification 7

## Waste Water Treatment Polymers

**SNF Polydyne Inc.**  
 Lawrence D. Grizzle  
 P.O. Box 279  
 Riceboro, Georgia 31323

Date: February 12, 2014  
 Buyer Name: Mario Giacobbe  
 Term contract: 67030  
 City Blanket No. BPSF00003343  
 Type: Indefinite quantity  
 Not-to-exceed amount: **\$7,200,000**

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

Modification	Start date	End date	Amount	Other changes
Original contract	04-01-07	03-31-10	\$2,500,000	
1	08-11-08	03-31-10		1) Price increase for items: Clarifloc C-3295 Clarifloc LW-696 Clarifloc WE-597 2) Add special conditions: 90. Food Srv. Waste Reduction 91. Protection of Private Info.
2.	04-01-10	03-31-11	\$3,500,000	1) One year contract extension 2) Add \$1,000,000 to Citywide Blanket
3.	04-01-10	03-31-12		1) 5% price reduction 2) One year contract extension
4.	05-03-11	03-31-12	\$5,000,000	1) Add \$1,500,000 to Citywide Blanket 2) Update contract conditions
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6.	04-01-13	03-31-14	\$7,200,000	1) One year contract extension 2) Add \$1,200,000 to Citywide Blanket
7.	04-01-14	03-31-15	\$7,200,000	1) One year contract extension 2) Update contract conditions

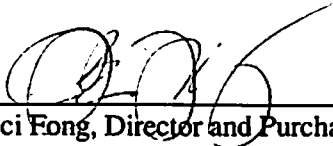
This modification 7 changes the contract as follows:

- 1) Extends the contract from April 1, 2014 to March 31, 2015
- 2) Updates Bid and Contract Condition: Reports by Contractor (See Attachment A)

All other terms and conditions remain the same.

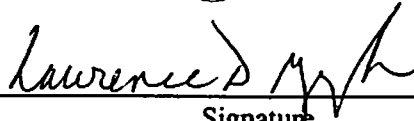
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Approved by the City:

  
\_\_\_\_\_  
Jaci Fong, Director and Purchaser

2/13/2014  
Date

Approved by Contractor:

  
\_\_\_\_\_  
Signature

02/24/14  
Date

Name and title

Lawrence D. Grizzle, Business Manager

General Condition 50 of the original contract is hereby deleted in its entirety and replaced with the following:

**50. Reports by Contractor**

**Multi-year Term Contracts**

Each year, no later than February 15; Contractor shall submit a soft copy report of the total items 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 items awarded under this contract; and (2) total quantity and dollar value of each item ordered, including items for which there were no orders. Contractor must also furnish a separate similar report for the total of all items ordered by City which are not part of this Contract. 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 Vendor Reporting  
Re: Term Contract No. 67030  
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