

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

Equipment Maintenance Attachment

This form is an attachment to the Agreement between the City and County of San Francisco (“City”) and **USA SCALES, INC. dba QUALITY SCALES UNLIMITED** (“Contractor”), dated March 14, 2017. The terms and conditions of this attachment are referenced in and incorporated into the Agreement between the City and Contractor.

WHEREAS, an Invitation to Bid (“ITB”) was issued on February 7, 2017, and City selected Contractor as the lowest responsible bidder pursuant to the ITB;

NOW, THEREFORE, City and Contractor agree as follows:

1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non Appropriation. This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the City's Controller, and any amount of the City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year in the event funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

This Section shall control against any and all other provisions of this Agreement.

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from March 1, 2017 to February 28, 2020.

3. No Automatic Renewal. Notwithstanding anything to the contrary contained in this Agreement (including, without limitation, any terms and conditions of Contractor attached hereto): (a) in no event shall the term of this Agreement be longer than the initial term expressly stated in this Agreement; (b) any automatic renewal or extension (whether or not conditioned upon any notice or absence thereof from either party) or any similar “evergreen” provision shall be deemed null and void ab initio; and (c) the term of this Agreement shall not be extended or renewed except by written agreement duly authorized, executed and delivered by City. In the event of any inconsistency within this Agreement relating to the duration of the initial term hereof, the shorter initial term shall govern. If no initial term is stated in this Agreement, then the term shall be one year from the date on which the term commences.

4. City's Payment Obligation. The City will make a good faith effort to pay all invoices within 30 days of billing. In no event will the City pay any late fees or charges for payments made after the 30 day period. Contractor and the City understand and intend that the obligations of the City to pay maintenance charges hereunder shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable

constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the City. The City shall pay maintenance charges, exclusively from legally available funds, to Contractor or, in the event of an authorized assignment by Contractor to its assignee, according to the terms of this Agreement, upon presentation of invoices furnished by Contractor in a form acceptable to the Controller. Payments will be made by warrant drawn on the Treasurer of the City. Maintenance Payments shall be in consideration for the maintenance services provided by Contractor during the applicable fiscal year in which such payments are due. In no event shall the amount of this Agreement exceed \$482,386.00 (Four Hundred Eighty Two Thousand Three Hundred Eighty Six). The breakdown of costs associated with this Agreement appears in the agreement between City and Contractor, February 27, 2017, to which this Attachment is attached.

5. 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 laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller. The 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.

6. 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. 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.

7. Force Majeure. Contractor shall not be liable for failure to maintain Equipment when such failure is due to causes beyond its reasonable control, such as acts of God, acts of civil or military authority, fires, strikes, floods, epidemics, quarantine, war, riot, delays in transportation, care shortages, and inability due to causes beyond its reasonable control to obtain necessary labor, materials or manufacturing facilities, and in such event the Contractor shall perform as soon as such cause is removed.

8. Indemnification. Contractor shall indemnify and save harmless the City from and against any and all loss, cost, damage, injury, liability, and claims, including those arising out of injury to or death of a person, or loss of or damage to property, arising directly or indirectly from

Contractor's performance of this Agreement, 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 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 Agreement and except where such loss, damage, injury, liability or claim is the result of 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 contract on, Contractor, its subcontractor 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; this 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 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 Agreement.

9. Liability for Damage to Equipment. It is understood and agreed that the City is responsible for loss of or damage to any Contractor owned equipment involved, only as caused by the negligent or wrongful actions of City's officers, agents and employees.

10. 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 agreement shall constitute a waiver or limitation of any rights which City may have under applicable law.

11. Insurance

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

- 1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- 2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
- 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.

b. Commercial General Liability and Commercial Automobile 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. Regarding Workers' Compensation, Contractor hereby agrees to waive 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 effect 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 the City address in the "Notices to the Parties" section.

e. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

f. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

g. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

h. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

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

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

12. Provisions Controlling. Contractor further agrees that in the event of conflicting language between this "Equipment Maintenance Attachment" and Contractor's printed form, the provisions of this "Equipment Maintenance Attachment" shall take precedence.

13. Contractor's Default. Failure or refusal of Contractor to perform or do any act herein required shall constitute a default. In the event of any default, in addition to any other remedy available to City, this Contract may be terminated by City upon ten days written notice. Such termination does not waive any other legal remedies available to City.

14. Termination

a. **Termination for Cause.** In the event Contractor fails to perform any of its obligations under this Agreement, this Agreement may be terminated and all of Contractor's rights hereunder ended. Termination will be effective after ten days written notice to Contractor. No new work will be undertaken after the date of receipt of any notice of termination, or five days after the date of the notice, whichever is earlier. In the event of such termination, Contractor will be paid for those services performed under this Agreement to the satisfaction of the City, up to the date of termination. However, City may offset from any such amounts due Contractor any liquidated damages or other costs City has or will incur due to Contractor's non-performance. Any such offset by City will not constitute a waiver of any other remedies City may have against Contractor for financial injury or otherwise.

b. **Termination for Convenience.** City may terminate this Agreement for City's convenience and without cause at any time by giving Contractor thirty days written notice of such termination. In the event of such termination, Contractor will be paid for those services performed, pursuant to this Agreement, to the satisfaction of the City up to the date of termination. In no event will City be liable for costs incurred by Contractor after receipt of a notice of termination. Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, or any other cost which is not reasonable or authorized under this section. This section shall not prevent Contractor from recovering costs necessarily incurred in discontinuing further work under the contract after receipt of the termination notice.

c. **Obligations upon Termination.** Upon termination of this Agreement, Contractor will submit an invoice to City for an amount which represents the value of its work or services actually performed prior to the effective date of termination for which Contractor has not previously been compensated, except that with respect to reimbursement for Contractor's services, in no event will the compensation paid for the month in which termination occurs be greater than the scheduled monthly fee multiplied by a fraction, the numerator of which will be the days in the month elapsed prior to the termination and the denominator of which shall be 31. Upon approval and payment of this invoice by City, City shall be under no further obligation to Contractor monetarily or otherwise.

d. **Survival.** This section and the following sections of this Agreement shall survive termination or expiration of this Agreement

- | | |
|---|--|
| 6. Submitting False Claims; Monetary Penalties. | 15. Audit and Inspection of Records. |
| 8. Indemnification. | 16. Taxes. |
| 9. Liability for Damage to Equipment. | 21. Waiver. |
| 10. Incidental and Consequential Damages. | 22. Governing Law. |
| 11. Insurance | 23. Entire Agreement; Modifications. |
| 12. Provisions Controlling. | 38. Protection of Private Information. |

15. 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 been resolved, whichever is later. The State of California or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon City by this Section.

16. Taxes. The City will only pay California sales and use taxes. The Contractor is to add California sales and use taxes, if appropriate and lawful, to the monthly payment and the tax must be properly identified on each monthly invoice. Any other taxes now in effect which may be levied upon this Agreement, the transaction, or the Equipment or services delivered pursuant hereto shall be borne by the Contractor. In the event any taxes or charges are enacted after the date of execution of this Agreement, those taxes or charges shall be borne as mutually agreed. The Contractor will indemnify and hold City harmless from any fines, penalties or interest thereon imposed during the Agreement term or in connection with termination of the Agreement by any federal, State or local government or taxing authority. The taxes covered by this Section shall only include those attributable to the equipment. Under no circumstances will the City pay any taxes imposed on, based on, or measured by the net income of the Contractor.

17. Assignment. Notwithstanding any other provision in this Agreement, in no event shall all or any portion of this Agreement be assigned without the prior written approval of Purchasing and the City Attorney.

18. 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 the board of a state agency 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. Contractor further agrees to provide to City the names of each person, entity or committee described above.

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

To City: Joel Prather
Maintenance Manager
San Francisco Public Utilities Commission
Wastewater Enterprise
750 Phelps Street
San Francisco, CA 94124
jprather@sflower.org

To Contractor: Rory Ward
President
USA Scales, Inc. dba Quality Scales Unlimited
5401 Byron Hot Springs Rd.
Byron, CA 94514
rory@scalesu.com

Any notice of default must be sent by registered mail.

20. Section Headings. All section headings contained herein are for convenience and reference only and are not intended to define or limit the scope of any provision of this Agreement.

21. Waiver. The waiver by either party of any breach by either party of any term, covenant or conditions hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

22. Governing Law. This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of California.

23. Entire Agreement; Modifications. This Agreement, together with the Appendices hereto, constitutes the entire Agreement between the parties and 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 Agreement. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form). All agreements between the parties are included herein and no promises or statements have been made by either party unless endorsed hereon in writing. No change or waiver of any provisions hereof shall be valid unless made in writing with the consent of both parties and executed in the same manner as this Agreement. Any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

24. 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 Contracts Monitoring Division 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 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 10 %. 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.

25. **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 Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) 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.

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, 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 authorizing such registration, subject to the conditions set forth in Section 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 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 of the Administrative Code, 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.

26. 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 www.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, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, shall apply only when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco, and shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

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 26(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.

27. Requiring Minimum Compensation for Covered Employees

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. 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.

28. 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. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

29. Requiring Health Benefits for Covered Employees. 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 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 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.

30. Tropical Hardwood and Virgin Redwood Ban. Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

31. Drug Free Workplace. 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 the Contractor, its employees, agents or assigns shall be deemed a material breach of contract.

32. Sunshine Ordinance. In accordance with Section 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.

33. Public Access to Meetings and Records. If the Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, the Contractor shall comply with and be bound by all the applicable provisions of Chapter 12L. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the Administrative Code. The Contractor

further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

34. 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:

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 maybe 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.

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:

(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.

35. 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 Agreement. 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 Agreement, 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.

36. Preservative-treated Wood Containing Arsenic. Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the 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.

37. Conflict of Interest. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the 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 said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

38. 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.

39. Graffiti Removal. Reserved.

40. 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 \$100 liquidated damages for the first breach, \$200 liquidated damages for the second breach in the same year, and \$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.

41. Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.


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

CITY

CONTRACTOR

Recommended by:

USA Scales, Inc. dba Quality Scales Unlimited
5401 Byron Hot Springs Rd.
Byron, CA 94514



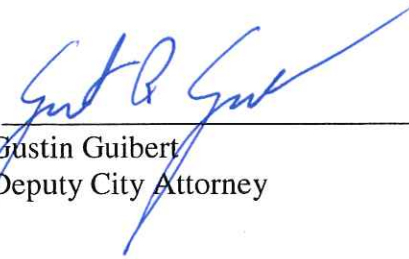
Jerry Murphy *GERARD.* 5-27-17
Acting Maintenance Manager
SFPUC, Wastewater Enterprise

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

Approved as to Form:

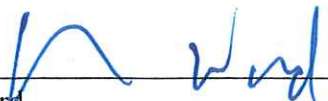
Dennis J. Herrera
City Attorney

I have read and understood paragraph 28, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.


By: 

Gustin Guibert
Deputy City Attorney

Approved:



Rory Ward
President
USA Scales, Inc. dba Quality Scales Unlimited
5401 Byron Hot Springs Rd.
Byron, CA 94514



Jaci Fong
Director of the Office of Contract Administration, and
Purchaser

City vendor number: 83895

RECEIVED
17 APR - 3 AM 11:16
PURCHASING DEPARTMENT

WASTEWATER ENTERPRISE TRUCK AND HOPPER SCALE LOCATIONS									
OCEANSIDE WATER POLLUTION CONTROL PLANT (OSWPCP)									
Location No.	Location	Equipment	Model #	Manufacturer	Service	3/01/17-2/28/18	03/01/18-2/29/19	9/01/19-2/28/20	Extended Price
									Not-to-Exceed Amount
1 OS47W14-01	Pretreatment/Solids Handling Bldg (OSP011)	Sludge Hopper Scale	Load Stand Total Capacity 200K; 4 ea. Load Stands, S2-050K; SVS-2000 Weight Indicator/ Transmitter with 4-20mA output	Kistler-Morse	Maintenance & Labor	1,875.00	2,006.00	2,147.00	\$6,028.00
2 OS47W14-02	Pretreatment/Solids Handling Bldg (OSP011)	Sludge Hopper Scale	Load Stand Total Capacity 200K; 4 ea. Load Stands, S2-050K; SVS-2000 Weight Indicator/ Transmitter with 4-20mA output	Kistler-Morse	Maintenance & Labor	1,875.00	2,006.00	2,147.00	\$6,028.00
3 OS47W14-03	Pretreatment/Solids Handling Bldg (OSP011)	Sludge Hopper Scale	Load Stand Total Capacity 200K; 4 ea. Load Stands, S2-050K; SVS-2000 Weight Indicator/ Transmitter with 4-20mA output	Kistler-Morse	Maintenance & Labor	1,875.00	2,006.00	2,147.00	\$6,028.00
4 OS02W16-01	Pretreatment/Solids Handling Bldg (OSP011)	Screenings Hopper Scale	Load Stand Total Capacity 100K; 4 ea. Load Stands, S2-025K; SVS-2000 Weight Indicator/ Transmitter with 4-20mA output	Kistler-Morse	Maintenance & Labor	1,875.00	2,006.00	2,147.00	\$6,028.00
5 OS03W9-01	Pretreatment/Solids Handling Bldg (OSP011)	Grit Hopper Scale	Load Stand Total Capacity 200K; 4 ea. Load Stands, S2-050K; SVS-2000 Weight Indicator/ Transmitter with 4-20mA output	Kistler-Morse	Maintenance & Labor	1,875.00	2,006.00	2,147.00	\$6,028.00
SOUTHEAST WATER POLLUTION CONTROL PLANT (SEWPCP)									
Location No.	Location	Equipment	Model #	Manufacturer	Service	3/01/17-2/28/18	03/01/18-2/29/19	9/01/19-2/28/20	Extended Price
									Not-to-Exceed Amount
6 SE48M99	SEP465	Temporary Truck Scale	Load Capacity: 100T; BMS-MP3-7011-100T (25, 25, 20) BridgeMont with 1310 Model Indicator and TM-295 Ticket Printer, Low-Profile Motor Truck Scale-Pulse Design- Checkered Steel Deck Load Capacity: 100T; BMS-MP3-6111-100T (12, 37, 12) BridgeMont with 1310 Model Indicator and	Avery Weigh-Tronix	Maintenance & Labor	1,608.00	1,721.00	1,841.00	\$5,170.00
7 SE48M5-1	Bin Hoppers Bldg (SEP460)	Truck Scale	Load Capacity: 100T; BMS-MP3-6111-100T (12, 37, 12) BridgeMont with 1310 Model Indicator and	Avery Weigh-Tronix	Maintenance & Labor	1,608.00	1,721.00	1,841.00	\$5,170.00

8	SE48M5-2	Bin Hoppers Bldg (SEP860)	Truck Scale	TM-295 Ticket Printer Load Capacity: 100T, BMS-MP3-6111-100T (12, 37, 12) Bridge-Mont with 1310 Model Indicator and	Avery Weigh-Tronix	Maintenance & Labor	1,769.00	1,893.00	2,025.00	\$5,687.00
9	SE02W14-1	New Headworks Bldg (SEP012)	Screenings Hopper #1 Scale	TM-295 Ticket Printer Load Stand Total Capacity 60K; 4 ea. Load Stands, S2-025K; SYS-2000 Weight Indicator/ Transmitter with 4-20mA output	Kistler-Morse	Maintenance & Labor	1,769.00	1,893.00	2,025.00	\$5,687.00
10	SE02W14-2	New Headworks Bldg (SEP012)	Screenings Hopper #2 Scale	Load Stand Total Capacity 60K; 4 ea. Load Stands, S2-025K; SYS-2000 Weight Indicator/ Transmitter with 4-20mA output	Kistler-Morse	Maintenance & Labor	1,917.00	2,051.00	2,195.00	\$6,163.00
11	SE02W18-1	New Headworks Bldg (SEP012)	Grit Hopper #1 Scale	Load Stand Total Capacity 90K; 4 ea. Load Stands, S2-025K; SYS-2000 Weight Indicator/ Transmitter with 4-20mA output	Kistler-Morse	Maintenance & Labor	1,917.00	2,051.00	2,195.00	\$6,163.00
12	SE02W18-2	New Headworks Bldg (SEP012)	Grit Hopper #2 Scale	Load Stand Total Capacity 90K; 4 ea. Load Stands, S2-025K; SYS-2000 Weight Indicator/ Transmitter with 4-20mA output	Kistler-Morse	Maintenance & Labor	1,917.00	2,051.00	2,195.00	\$6,163.00
13						As Needed Part & Materials	n/a	n/a	n/a	\$130,000.00
14						As Needed Service & Repair	\$190/hr @ 450 hours (estimated)	\$200/hr @ 450 hours (estimated)	\$210/hr @ 450 hours (estimated)	\$270,000.00
						TOTAL				\$471,336.00

CONTRACT PROPOSAL - DEFINITE
CITY AND COUNTY OF
SAN FRANCISCO
PURCHASING DEPARTMENT

BID NUMBER/TYPE : ITSF17000118/CD
DATE/TIME : 02/06/2017 12:36 PM
REQUISITION NO : RQWP17001506
BUYER : MAGANTE, EVAN
PHONE : 415-487-5267

SEALED BIDS ARE REQUESTED ON ITEMS LISTED ON ATTACHED PAGE(S)

TITLE: MAINTENANCE AND REPAIR OF TRUCK SCALES

BIDS MUST BE RECEIVED NO LATER THAN: 02/27/2017 TIME: 02:00 PM

WRITE THE BID NUMBER AND TITLE ON THE OUTSIDE OF ENVELOPE AND RETURN BID ENVELOPE TO:

PURCHASING CENTRAL OFFICE - ROOM 430
CITY HALL, 1 DR CARLTON B GOODLETT PLACE
SAN FRANCISCO , CA 94102

DELIVERY INFORMATION: AWARDED SUPPLIES/SERVICE MUST BE DELIVERED
FOB:DESTINATION TO THE FOLLOWING ADDRESS UNLESS SPECIFIED DIFFERENTLY IN THIS DOCUMENT:

CLEAN WATER/WATER POLLUTION CONTROL
1700 JERROLD AVE BLDG 940
SAN FRANCISCO , CA 94124

DO NOT INCLUDE SALES OR EXCISE TAXES IN BID PRICES

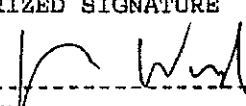
BIDDER'S BEST DELIVERY : _____ DAYS ARO

VENDOR TERMS: _____ % DISCOUNT PERIOD _____ DAYS NET _____

UPON RECEIPT OF AUTHORIZED PURCHASE ORDER, P.O. RELEASE OR CONTRACT ACCEPTANCE, THE UNDERSIGNED AGREES TO FURNISH ALL ARTICLES OR SERVICES AWARDED WITHIN THE DATES SPECIFIED, IN THE MANNER AND AT THE PRICES HEREIN STATED, IN ACCORDANCE WITH SPECIFICATIONS, BID PROPOSAL, ATTACHED TERMS AND CONDITIONS, AND ANY ADVERTISEMENT, ALL OF WHICH ARE MADE PART OF THE CONTRACT, AND FURTHER AGREES THAT THE LANGUAGE OF THIS DOCUMENT SHALL GOVERN IN THE EVENT OF A CONFLICT BETWEEN BIDDER'S TERMS AND CITY'S TERMS.

MUST BE SIGNED TO BE VALID.

THE UNDERSIGNED CERTIFY THAT THEY SIGN THIS BID WITH FULL AUTHORITY TO DO SO:

AUTHORIZED SIGNATURE | PRINT NAME | TITLE
 | Rory Ward | President

COMPANY | VENDOR ID | DATE
USA Scales, Inc dba ^{Quality Scales} _{Unlimited} | 83895 | 2/24/17

MAILING ADDRESS | CORPORATION? | PHONE
5401 Byron Hot Springs Rd | YES NO | 925-634-8068
Fax 925-634-8069

CITY | STATE | ZIP | SOC SEC OR FED TAX #
Byron | CA | 94514 | 26-1453495

2

02/06/2017
12:36 PM

BID NUMBER/TYPE : ITSF17000118/CD

PAGE: 002

REQUISITION ID/LINE NO	COMMODITY ID	QTY	U/M	UNIT PRICE	EXTENDED PRICE
RQWP17001506 001	9670-60-90	1.00	LT	<u>\$6,028</u>	<u>\$6,028</u>

MAINT/REPAIR;SEWAGE TREATMENT SYS/EQPT

THIS BID IS TO PROVIDE PREVENTIVE MAINTENANCE, CALIBRATION AND REPAIR SERVICES FOR TRUCK AND HOPPER SCALES AT SAN FRANCISCO PUC WASTEWATER ENTERPRISE (SFPUCWWE) FOR THE PERIOD 03/01/17 - 2/28/20 IN ACCORDANCE WITH ATTACHMENT "B" DATED NOVEMBER 14, 2016, AT THE LOCATIONS AS NOTED BELOW IN THE FOLLOWING BID LINE ITEMS,

REFER TO ALL OTHER ATTACHMENTS A-I FOR ADDITIONAL REQUIREMENTS.

BID PRICES MUST BE FIRM FOR THE THREE YEAR PERIOD AS BID. PREVENTIVE MAINTENANCE SERVICE & REPAIR AT OCEANSIDE WATER POLLUTION CONTROL PLANT (OSWPCP);

MANUFACTURER: KISTLER-MORSE
EQUIPMENT: SLUDGE HOPPER SCALE
MODEL #: LOAD STAND TOTAL CAPACITY 200K:
4 EA. LOAD STANDS, S2-050K
SVS-2000 WEIGHT INDICATOR/TRANSMITTER WITH 4-20MA
OUTPUT LOCATION: PRETREATMENT/SOLIDS HANDLING BLDG (OSP011)
LOCATION #: OS47W14-01
INDICATE MAINTENANCE & LABOR PRICING FOR PERIOD:

03/01/17 - 02/28/18 = \$ 1,875
03/01/18 - 02/29/19 = \$ 2,006
03/01/19 - 02/28/20 = \$ 2,147
TOTAL = \$ 6,028

*THE TOTAL FOR THE THREE PERIODS MUST BE ENTERED ON BID LINE 1.

BID PRICING MUST BE FIRM FOR THE 3-YEAR PERIOD AS BID.

BRAND BEING BID: N/A
MODEL BEING BID: N/A
PART NUMBER : N/A

2

02/06/2017
12:36 PM

BID NUMBER/TYPER : ITSF17000118/CD

PAGE: 003

REQUISITION ID/LINE NO	COMMODITY ID	QTY	U/M	UNIT PRICE	EXTENDED PRICE
------------------------	--------------	-----	-----	------------	----------------

RQWP17001506 002	9670-60-90	1.00	LT	\$6,028	\$6,028
------------------	------------	------	----	---------	---------

MAINT/REPAIR;SEWAGE TREATMENT SYS/EQPT

PREVENTIVE MAINTENANCE SERVICE & REPAIR AT OCEANSIDE WATER POLLUTION CONTROL PLANT (OSWPCP);

MANUFACTURER: KISTLER-MORSE
 EQUIPMENT: SLUDGE HOPPER SCALE
 MODEL #: LOAD STAND TOTAL CAPACITY 200K:
 4 EA. LOAD STANDS, S2-050K
 SVS-2000 WEIGHT INDICATOR/TRANSMITTER WITH 4-20MA

OUTPUT LOCATION: PRETREATMENT/SOLIDS HANDLING BLDG (OSP011)
 LOCATION #: OS47W14-02

INDICATE MAINTENANCE & LABOR PRICING FOR PERIOD:

03/01/17 - 02/28/18	=	<u>\$1,815</u>
03/01/18 - 02/28/19	=	<u>\$2,006</u>
03/01/19 - 02/29/20	=	<u>\$2,147</u>

TOTAL = \$6,028

*THE TOTAL FOR THE THREE PERIODS MUST BE ENTERED ON BID LINE 2.

BID PRICING MUST BE FIRM FOR THE 3-YEAR PERIOD AS BID.

BRAND BEING BID: N/A
 MODEL BEING BID: N/A
 PART NUMBER : N/A

RQWP17001506 003	9670-60-90	1.00	LT	\$6,028	\$6,028
------------------	------------	------	----	---------	---------

MAINT/REPAIR;SEWAGE TREATMENT SYS/EQPT

PREVENTIVE MAINTENANCE SERVICE & REPAIR AT OCEANSIDE WATER POLLUTION CONTROL PLANT (OSWPCP);

2

 REQUISITION ID/LINE NO
 COMMODITY ID
 NAME/SPECS

QTY U/M UNIT PRICE EXTENDED PRICE

 MANUFACTURER: KISTLER-MORSE
 EQUIPMENT: SLUDGE HOPPER SCALE
 MODEL #: LOAD STAND TOTAL CAPACITY 200K;
 4 EA. LOAD STANDS, S2-050K
 SVS-2000 WEIGHT INDICATOR/TRANSMITTER WITH 4-20MA
 OUTPUT LOCATION: PRETREATMENT/SOLIDS HANDLING BLDG (OSP011)
 LOCATION #: OS47W14-03

INDICATE MAINTENANCE & LABOR PRICING FOR PERIOD:
 03/01/17 - 02/28/18 = \$ 1875
 03/01/18 - 02/28/19 = \$ 2006
 03/01/19 - 02/29/20 = \$ 2,147
 TOTAL = \$ 6,028

*THE TOTAL FOR THE THREE PERIODS MUST BE ENTERED ON BID LINE 3.
 BID PRICING MUST BE FIRM FOR THE 3-YEAR PERIOD AS BID.

BRAND BEING BID: N/A
 MODEL BEING BID: N/A
 PART NUMBER : N/A

RQWF17001506 004
 9670-60-90 1.00 LT # 6,028 \$ 6,028

MAINT/REPAIR; SEWAGE TREATMENT SYS/EQPT

PREVENTIVE MAINTENANCE SERVICE & REPAIR AT OCEANSIDE WATER POLLUTION CONTROL PLANT (OSWPCP);

MANUFACTURER: KISTLER-MORSE
 EQUIPMENT: SCREENINGS HOPPER SCALE
 MODEL #: LOAD STAND TOTAL CAPACITY 100K;
 4 EA. LOAD STANDS, S2-025K
 SVS-2000 WEIGHT INDICATOR/TRANSMITTER WITH 4-20MA
 OUTPUT LOCATION: PRETREATMENT/SOLIDS HANDLING BLDG (OSP011)
 LOCATION #: OS02W16-01

INDICATE MAINTENANCE & LABOR PRICING FOR PERIOD:
 03/01/17 - 02/28/18 = \$ 1875

02/06/2017
12:36 PM

BID NUMBER/TYPE : ITSF17000118/CD

PAGE: 005

REQUISITION ID/LINE NO
COMMODITY ID
NAME/SPECS
QTY U/M UNIT PRICE EXTENDED PRICE

03/01/18 - 02/28/19 = \$2,006
03/01/19 - 02/29/20 = \$2,147
TOTAL = \$6,028

*THE TOTAL FOR THE THREE PERIODS MUST BE ENTERED ON BID LINE 4.

BID PRICING MUST BE FIRM FOR THE 3-YEAR PERIOD AS BID.

BRAND BEING BID: N/A
MODEL BEING BID: N/A
PART NUMBER : N/A

RQWP17001506 005
9670-60-90 1.00 LT \$6,028 \$6,028

MAINT/REPAIR;SEWAGE TREATMENT SYS/EQPT

PREVENTIVE MAINTENANCE SERVICE & REPAIR AT OCEANSIDE WATER POLLUTION CONTROL PLANT (OSWPCP);

MANUFACTURER: KISTLER-MORSE
EQUIPMENT: GRIT HOPPER SCALE
MODEL #: LOAD STAND TOTAL CAPACITY 200K:
4 EA. LOAD STANDS, S2-050K
SVS-2000 WEIGHT INDICATOR/TRANSMITTER;4-20 MA OUTPUT
LOCATION: PRETREATMENT/SOLIDS HANDLING BLDG (OSP011)
LOCATION #: OS03W9-01

INDICATE MAINTENANCE & LABOR PRICING FOR PERIOD:
03/01/17 - 02/28/18 = \$1,875
03/01/18 - 02/28/19 = \$2,006
03/01/19 - 02/29/20 = \$2,147
TOTAL = \$6,028

*THE TOTAL FOR THE THREE PERIODS MUST BE ENTERED ON BID LINE 5.

BID PRICING MUST BE FIRM FOR THE 3-YEAR PERIOD AS BID.

2

02/06/2017
12:36 PM

BID NUMBER/TYPE : ITSF17000118/CD

PAGE: 006

REQUISITION ID/LINE NO	COMMODITY ID	QTY	U/M	UNIT PRICE	EXTENDED PRICE
NAME/SPECS					

BRAND BEING BID: N/A
 MODEL BEING BID: N/A
 PART NUMBER : N/A

RQWP17001506	006				
9670-60-90		1.00	LT	\$5,170.	\$5,170

MAINT/REPAIR;SEWAGE TREATMENT SYS/EQPT

PREVENTATIVE MAINTENANCE SERVICE & REPAIR AT SOUTHEAST WATER POLLUTION CONTROL PLANT (SEWPCP):

MANUFACTURER: AVERY WEIGH-TRONIX
 EQUIPMENT: TEMPORARY TRUCK SCALE
 MODEL #: LOAD CAPACITY; 100T BMS-MP3-7011-100T (25,25,20)
 BRIDGEMONT WITH 13110 MODEL INDICATOR AND TM-295
 TICKET PRINTER, LOW-PROFILE MOTOR TRUCK SCALE-
 PITLESS DESIGN - CHECKERED STEEL DECK

LOCATION: SEP865
 LOCATION #: SE48M99

INDICATE MAINTENANCE & LABOR PRICING FOR PERIOD:

03/01/17 - 02/28/18 = \$1608
 03/01/18 - 02/28/19 = \$1721
 03/01/19 - 02/29/20 = \$1841

TOTAL = \$5,170

*THE TOTAL FOR THE THREE PERIODS MUST BE ENTERED ON BID LINE 6.

BID PRICING MUST BE FIRM FOR THE 3-YEAR PERIOD AS BID.

BRAND BEING BID: N/A
 MODEL BEING BID: N/A
 PART NUMBER : N/A

RQWP17001506 007

2

02/06/2017
12:36 PM

BID NUMBER/TYPE : ITSF17000118/CD

PAGE: 007

REQUISITION ID/LINE NO	COMMODITY ID	QTY	U/M	UNIT PRICE	EXTENDED PRICE
	NAME/SPECS				
9670-60-90		1.00	LT	<u>\$5,687</u>	<u>\$5,687</u>

MAINT/REPAIR;SEWAGE TREATMENT SYS/EQPT

PREVENTIVE MAINTENANCE SERVICE & REPAIR AT SOUTHEAST WATER POLLUTION CONTROL PLANT (SEWPCP):

MANUFACTURER: AVERY WEIGH-TRONIX
EQUIPMENT: TRUCK SCALE
MODEL #: LOAD CAPACITY; 100T BMS-MP3-6111-100T (12,37,12)
BRIDGEMONT WITH 1310 MODEL INDICATOR AND TM-295
TICKET PRINTER

LOCATION: BIN HOPPERS BLDG (SEP860)
LOCATION #: SE48M5-1

INDICATE MAINTENANCE & LABOR PRICING FOR PERIOD:

03/01/17 - 02/28/18 = \$1,769
03/01/18 - 02/28/19 = \$1,893
03/01/19 - 02/29/20 = \$2,025

TOTAL = \$5,687

*THE TOTAL FOR THE THREE PERIODS MUST BE ENTERED ON BID LINE 7.

BID PRICING MUST BE FIRM FOR THE 3-YEAR PERIOD AS BID.

BRAND BEING BID: N/A
MODEL BEING BID: N/A
PART NUMBER : N/A

RQWP17001506 008					
9670-60-90		1.00	LT	<u>\$5,687</u>	<u>\$5,687</u>

MAINT/REPAIR;SEWAGE TREATMENT SYS/EQPT

PREVENTIVE MAINTENANCE SERVICE & REPAIR AT SOUTHEAST WATER POLLUTION CONTROL PLANT (SEWPCP):

MANUFACTURER: AVERY WEIGH-TRONIX
EQUIPMENT: TRUCK SCALE

2

02/06/2017
12:36 PM

BID NUMBER/TYPE : ITSF17000118/CD

PAGE: 008

REQUISITION ID/LINE NO COMMODITY ID NAME/SPECS	QTY	U/M	UNIT PRICE	EXTENDED PRICE
--	-----	-----	------------	----------------

MODEL #: LOAD CAPACITY; 100T BMS-MP3-6111-100T (12,37,12)
BRIDGEMONT WITH 1310 MODEL INDICATOR AND TM-295
TICKET PRINTER

LOCATION: BIN HOPPERS BLDG (SEP860)
LOCATION #: SE48M5-2

INDICATE MAINTENANCE & LABOR PRICING FOR PERIOD:

03/01/17 - 02/28/18 =	<u>\$1,769</u>
03/01/18 - 02/28/19 =	<u>\$1,893</u>
03/01/19 - 02/29/20 =	<u>\$2,025</u>

TOTAL = \$5,687

*THE TOTAL FOR THE THREE PERIODS MUST BE ENTERED ON BID LINE 8.

BID PRICING MUST BE FIRM FOR THE 3-YEAR PERIOD AS BID.

BRAND BEING BID: N/A
 MODEL BEING BID: N/A
 PART NUMBER : N/A

RQWPI7001506 009
9670-60-90

1.00 LT

\$6,163

\$6,163

MAINT/REPAIR;SEWAGE TREATMENT SYS/EQPT

PREVENTIVE MAINTENANCE SERVICE & REPAIR AT SOUTHEAST WATER POLLUTION CONTROL PLANT (SEWPCP):

MANUFACTURER: KISTLER-MORSE
 EQUIPMENT: SCREENINGS HOPPER #1 SCALE
 MODEL #: LOAD STAND CAPACITY 60K;
 4 EA. LOAD STANDS, S2-025K;
 SVS-2000 WEIGHT INDICATOR/TRANSMITTER WITH 4-20MA
 OUTPUT LOCATION: NEW HEADWORKS BLDG (SEP012)

LOCATION #: SE02W14-1

INDICATE MAINTENANCE & LABOR PRICING FOR PERIOD:

03/01/17 - 02/28/18 =	<u>\$1,917</u>
03/01/18 - 02/28/19 =	<u>\$2,051</u>
03/01/19 - 02/29/20 =	<u>\$2,195</u>

2

02/06/2017
12:36 PM

BID NUMBER/TYPE : ITSF17000118/CD

PAGE: 009

REQUISITION ID/LINE NO	COMMODITY ID	QTY	U/M	UNIT PRICE	EXTENDED PRICE
------------------------	--------------	-----	-----	------------	----------------

TOTAL = \$ 6,163

*THE TOTAL FOR THE THREE PERIODS MUST BE ENTERED ON BID LINE 9.

BID PRICING MUST BE FIRM FOR THE 3-YEAR PERIOD AS BID.

BRAND BEING BID: N/A
MODEL BEING BID: N/A
PART NUMBER : N/A

RQWP17001506 010					
9670-60-90		1.00	LT	<u>\$6,163</u>	<u>\$6,163</u>

MAINT/REPAIR;SEWAGE TREATMENT SYS/EQPT

PREVENTIVE MAINTENANCE SERVICE & REPAIR AT SOUTHEAST WATER POLLUTION CONTROL PLANT (SEWPCCP):

MANUFACTURER: KISTLER-MORSE
EQUIPMENT: SCREENINGS HOPPER #2 SCALE
MODEL #: LOAD STAND CAPACITY 60K;
4 EA. LOAD STANDS, S2-025K;
SVS-2000 WEIGHT INDICATOR/TRANSMITTER WITH 4-20MA

OUTPUT LOCATION: NEW HEADWORKS BLDG (SEP012)

LOCATION #: SE02W14-2

INDICATE MAINTENANCE & LABOR PRICING FOR PERIOD:

03/01/17 - 02/28/18 = \$1,917
03/01/18 - 02/28/19 = \$2,051
03/01/19 - 02/29/20 = \$2,195

TOTAL = \$ 6,163

*THE TOTAL FOR THE THREE PERIODS MUST BE ENTERED ON BID LINE 10.

BID PRICING MUST BE FIRM FOR THE 3-YEAR PERIOD AS BID.

BRAND BEING BID: N/A
MODEL BEING BID: N/A

2

02/06/2017
12:36 PM

BID NUMBER/TYPE : ITSFL7000118/CD

PAGE: 010

REQUISITION ID/LINE NO
COMMODITY ID QTY U/M UNIT PRICE EXTENDED PRICE
NAME/SPECS

PART NUMBER : N/A

RQWPL7001506 011
9670-60-90 1.00 LT \$6,163 \$6,163

MAINT/REPAIR;SEWAGE TREATMENT SYS/EQPT

PREVENTIVE MAINTENANCE SERVICE & REPAIR AT SOUTHEAST WATER POLLUTION CONTROL PLANT (SEWPCP):

MANUFACTURER: KISTLER-MORSE
EQUIPMENT: GRIT HOPPER #1 SCALE
MODEL #: LOAD STAND CAPACITY 90K;
 4 EA. LOAD STANDS, S2-025K;
 SVS-2000 WEIGHT INDICATOR/TRANSMITTER WITH 4-20MA

OUTPUT LOCATION: NEW HEADWORKS BLDG (SEP012)

LOCATION #: SE02W18-1

INDICATE MAINTENANCE & LABOR PRICING FOR PERIOD:

03/01/17 - 02/28/18 = \$1,917
03/01/18 - 02/28/19 = \$2,051
03/01/19 - 02/29/20 = \$2,195

TOTAL = \$6,163

*THE TOTAL FOR THE THREE PERIODS MUST BE ENTERED ON BID LINE 11.

BID PRICING MUST BE FIRM FOR THE 3-YEAR PERIOD AS BID.

BRAND BEING BID: N/A
MODEL BEING BID: N/A
PART NUMBER : N/A

RQWPL7001506 012
9670-60-90 1.00 LT \$6,163 \$6,163

MAINT/REPAIR;SEWAGE TREATMENT SYS/EQPT

PREVENTIVE MAINTENANCE SERVICE & REPAIR AT SOUTHEAST WATER POLLUTION CONTROL PLANT (SEWPCP):

2

02/06/2017
12:36 PM

BID NUMBER/TYPE : ITSF17000118/CD

PAGE: 011

REQUISITION ID/LINE NO	COMMODITY ID	QTY	U/M	UNIT PRICE	EXTENDED PRICE
------------------------	--------------	-----	-----	------------	----------------

MANUFACTURER: KISTLER-MORSE
EQUIPMENT: GRIT HOPPER #2 SCALE
MODEL #: LOAD STAND CAPACITY 90K;
4 EA. LOAD STANDS, S2-025K;
SVS-2000 WEIGHT INDICATOR/TRANSMITTER WITH 4-20MA

OUTPUT LOCATION: NEW HEADWORKS BLDG (SEP012)
LOCATION #: SE02W18-2
INDICATE MAINTENANCE & LABOR PRICING FOR PERIOD:

03/01/17 - 02/28/18 = \$1,917
03/01/18 - 02/28/19 = \$2,051
03/01/19 - 02/29/20 = \$2,195

TOTAL = \$6,163

*THE TOTAL FOR THE THREE PERIODS MUST BE ENTERED ON BID LINE 12.

BID PRICING MUST BE FIRM FOR THE 3-YEAR PERIOD AS BID.

BRAND BEING BID: N/A
MODEL BEING BID: N/A
PART NUMBER : N/A

RQWP17001506	013				
9560-51-34		1.00	LT	\$130,000	\$130,000

SCALES & WEIGHING DEVICES & PARTS; MATERIALS HANDLING

PARTS AND MATERIALS FOR "AS NEEDED REPAIRS"

MAJOR COMPONENT PARTS SHOWN ON ATTACHMENT "B", 2.02 AND 2.03

BIDDERS MUST BID A FIRM FIXED PRICE MARK UP PERCENTAGE ABOVE THEIR COST PRICE. THE BIDDERS MUST PROVIDE PROOF IF THE CITY WISHES TO AUDIT THOSE COSTS. THE ACTUAL INVOICES FOR THOSE PARTS MUST BE MADE AVAILABLE TO THE CITY TO VERIFY THOSE COST IF REQUESTED. THE FIRM FIXED PERCENTAGE MUST BE FIRM FOR THE TERM OF THE CONTRACT.

THE CITY WILL USE \$ 100,000 AS AS EVALUATION FACTOR ONLY. BIDDERS

2

 REQUISITION ID/LINE NO
 COMMODITY ID QTY U/M UNIT PRICE EXTENDED PRICE
 NAME/SPECS

WILL BE PAID ONLY FOR PARTS ACTUALLY USED FOR AS NEEDED REPAIRS.

COST	MARK UP PERCENT	EXTENDED TOTAL COST
\$ 100,000	<u>30%</u>	<u>\$ 130,000</u>
.	ENTER YOUR MARK UP %	ENTER YOUR EX. TOTAL COST

BIDDER MUST SHOW THE EXTENDED TOTAL COST AS THEIR BID FOR THIS BID LINE(13).
 EXAMPLES AS FOLLOWS:

A MARK UP PERCENT OF 15% WOULD BE SHOWN AS:
 \$ 100,000 TIMES 1.15 EQUALS \$ 115,000; THAT \$115,000 WOULD BE PLACED ON THIS LINE FOR EVALUATION PURPOSES.

A MARK UP PERCENT OF 25% WOULD BE SHOWN AS;
 \$100,000 TIMES 1.25 EQUALS \$ 125,000; THAT \$125,000 WOULD BE PLACED ON THIS BID LINE FOR EVALUATION PURPOSES.

BRAND BEING BID: Avery Weigh-Tronix / Kistler-Morse
 MODEL BEING BID: as specified in Attachment B
 PART NUMBER : as specified in Attachment B

RQWP17001506 014					
9670-60-90	1.00	LT	<u>\$270,000</u>	<u>\$270,000</u>	

MAINT/REPAIR;SEWAGE TREATMENT SYS/EQPT

LABOR COST FOR "AS NEEDED" REPAIRS FOR ALL TRUCK AND HOPPER SCALES.

HOURLY LABOR RATE PRICING FOR PERIOD:

			Prevailing Wage		
	PER HOUR RATE	EST. HOURS		EXTENDED PRICE	
03/01/17 - 02/28/18 = \$	<u>190.00</u>	X 450		<u>\$ 85,500</u>	
03/01/18 - 02/29/19 = \$	<u>200.00</u>	X 450		<u>\$ 90,000</u>	
03/01/19 - 02/28/20 = \$	<u>210.00</u>	X 450		<u>\$ 94,500</u>	
	TOTAL EXTENDED PRICE			<u>\$ 270,000</u>	

2

REQUISITION ID/LINE NO	COMMODITY ID	QTY	U/M	UNIT PRICE	EXTENDED PRICE
NAME/SPECS					

THE TOTAL EXTENDED PRICE MUST BE THE PRICE SHOWN FOR THIS BID LINE.

LABOR PRICING MUST BE FIRM FOR THE 3-YEAR PERIODS AS BID.

PLEASE NOTE THAT THE HOURS LISTED ARE BEING USED FOR EVALUATION ONLY. PAYMENT WILL ONLY BE PAID FOR HOURS REQUIRED FOR "AS NEEDED REPAIRS".

BRAND BEING BID: N/A
 MODEL BEING BID: N/A
 PART NUMBER : N/A

ADDITIONAL REQUIREMENTS :

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."

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.

WITHIN TEN (10) WORKING DAYS AFTER TENTATIVE NOTIFICATION OF AWARD, VENDOR'S NOT MEETING ALL CITY'S REQUIREMENTS INCLUDING, WITHOUT LIMITATION TO BUSINESS TAX, COMPLIANCE AFFIDAVIT (HRC FORM3), INFORMATION CONCERNING HRC'S DOCUMENTED APPROVAL OF VENDOR'S COMPLIANCE WITH CHAPTER 12B ON NONDISCRIMINATION IN CONTRACTS AND BENEFITS, MAY CAUSE BIDDER'S BID TO BE NON-RESPONSIVE. PURCHASER RESERVES THE RIGHT TO REJECT THE BID.

2

Maintenance and Repair of Truck Scales

REQUIRED INFORMATION OF ALL BIDDERS

REFERENCES

All bidders, including current Contractor, must provide references of a least three organizations of the approximate size and volume of comparable business now being serviced by bidder.

1. Name of Company Contact Phone No.
CH Sugar Tim Cowger 510-455-0110

Address
830 Loring Ave
Crockett, CA 94525

Number of Years Providing Equipment/Service 20

2. Name of Company Contact Phone No.
Criterion Catalyst Matt Merer 925-488-7299

Address
2840 Willow Pass Rd
Bay Point, CA 94565

Number of Years Providing Equipment/Service 13

3. Name of Company Contact Phone No.
Zanker Materials Scott Beall 408-263-2384

Address
705 Los Esteros Rd
San Jose, CA 95134
Number of Years Providing Equipment/Service _____

Successful bidder is required submit this completed form with bid. Failure to do so may result in rejection of bid.

2

MAINTENANCE, CALIBRATION & REPAIR OF TRUCK AND HOPPER SCALES
For San Francisco Public Utilities Commission Wastewater Enterprise (SFPUC WWE)
For the Term March 1, 2017 through February 28, 2020

**TECHNICAL SPECIFICATIONS AND REQUIREMENTS FOR
MAINTENANCE, CALIBRATION & REPAIR OF TRUCK & HOPPER SCALES**

PART 1 – GENERAL

1.01 PURPOSE

- A. The purpose of this thirty-six (36) month contract is to provide Maintenance, Repair and Calibration Services, and Certification of the Truck and Hopper Scales throughout the Wastewater Enterprise System (WWE) for the City and County of San Francisco Public Utilities Commission (SFPUC).

1.02 SCOPE OF WORK

- A. The contract period shall be for thirty-six (36) months. The initial term of this contract is the period from award execution date, approximately March 1, 2017, or the above-stated term date, whichever is later, through the last day of the month of a thirty-six (36) consecutive month period.
- B. The work and services will consist of system wide maintenance, calibration, testing and certification, and “as-needed repairs” to the load cells/weigh bars, truck and hopper weight indicators, load stands, microcells, junction boxes, etc. of the Truck and Hopper Scales located throughout the City and County of San Francisco Public Utilities Commission Wastewater Enterprise (SFPUC WWE).
 - 1. There are twelve (12) scales within the Wastewater Enterprise Operational System. The scales are maintained and operated by SFPUC’s Wastewater Enterprise.
 - 2. Bidders shall refer to Technical Specification Section 3.10 for information on the existing scales. The table lists each scale, its location, scale type, manufacturer and model type.
 - 3. Work and services will be performed at the following City facilities:
 - a. Southeast Water Pollution Control Plant, 750 Phelps St.
 - b. Oceanside Water Pollution Control Plant, 3500 Great Highway.

MAINTENANCE, CALIBRATION & REPAIR OF TRUCK AND HOPPER SCALES
For San Francisco Public Utilities Commission Wastewater Enterprise (SFPUC WWE)
For the Term March 1, 2017 through February 28, 2020

4. After completion of any maintenance or “as-needed repairs”, and calibration service, Contractor shall be responsible for contacting and working with the City and County of San Francisco Weights and Measures to certify and seal the scales.
- C. Contractor shall provide all labor, transportation, fuel, parts, materials, tools, devices, equipment (i.e. forklifts, manlifts, testing equipment, certified test trucks and weights, etc.), supervision, incidentals, Codes and Standards, personal protective/safety equipment, manuals, procedures and services necessary for the safe, injury free completion of the calibration, testing, maintenance and performance of “as-needed repair” services.
- D. The Contractor shall be responsible for all permits, fees, tests, inspections and other requirements in connection with the execution of the scope of work specified herein. If additional work not related to the above scope of work is required the Contractor shall notify the City in writing of any discrepancies and submit a written proposal if the work can be performed by the Contractor. Refer to Technical Specification Section 3.09 for City Representative information. The City will not furnish any material or material product for Contractor’s testing and calibration procedures.
- E. Contractor shall be aware that the work locations indicated under this Contract include the handling and treatment of municipal sewage. As such, the truck and hopper scales may be contaminated with sewage that may or may not have received some type of treatment. These truck and hopper scales are located in what is considered a corrosive environment. Contractor shall be responsible for following all provisions necessary to complete the work items outlined in this specification.
- F. All truck and hopper scales shall be maintained, inspected, tested, calibrated and certified. Contractor shall be responsible for submitting calibration certificates and working with the San Francisco County Weights and Measures to seal all applicable scales listed in Attachment B, Technical Specification Section 3.10 at completion of every scheduled maintenance, as-needed repair and calibration service. For the scales that do not require the San Francisco County Weights and Measures seal, Contractor shall be responsible for performing maintenance, inspection, testing and calibration, and certifying the scales. Contractor shall perform load scale testing and calibration on the hopper scales by applying

MAINTENANCE, CALIBRATION & REPAIR OF TRUCK AND HOPPER SCALES
For San Francisco Public Utilities Commission Wastewater Enterprise (SFPUC WWE)
For the Term March 1, 2017 through February 28, 2020

certified test weights in increments. Contractor shall calibrate the hopper scale by first obtaining the weight at zero load (tare weight), then apply a 3,000 lb certified test weight, then apply a 6,000 lb certified test weight, then apply a 9,000 lb certified test weight, then apply a 12,000 lb certified test weight, then apply a 9,000 lb certified test weight, then apply a 6,000 lb certified test weight, and then apply a 3,000 lb certified test weight with a maximum acceptable tolerance of $\pm 0.075\%$.

1.03 BILLING AND PAYMENT

- A. Maintenance and repair 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 SFPUC WWE during the effective period of the Contract.
- B. Contractor must show on all invoices for payments the Direct Purchase Order Release Number, Citywide Blanket Purchase Order Number, complete description of services performed, contract payment terms and contract pricing. Failure to submit invoices with all the required information, or invoices that contain inaccurate information will not be processed for payment.
- C. City shall make payments to the Contractor for maintenance and repair services after they are performed, throughout the term of the Contract. All amounts paid by City to Contractor shall be subject to audit by City.

1.04 PRE-BID CONFERENCE AND SITE INSPECTION

- A. Bidders are strongly encouraged to attend a pre-bid conference scheduled as follows:

TIME: 9:00 AM
DATE: Wednesday, February 15, 2017
LOCATION: Southeast Water Pollution Control Plant, Bldg. 850
ADDRESS: 750 Phelps Street, San Francisco, 94124
ROOM: Lunch Room

The pre-bid conference will be followed by a pre-bid site inspection for bidders to familiarize themselves with the location and orientation of the Wastewater Enterprise truck and hopper scale installations, procedures, and accessibility. Attendance is strongly recommended, but not required. Failure of a bidder to attend the pre-bid

MAINTENANCE, CALIBRATION & REPAIR OF TRUCK AND HOPPER SCALES
For San Francisco Public Utilities Commission Wastewater Enterprise (SFPUC WWE)
For the Term March 1, 2017 through February 28, 2020

conference, and inspect the site or make themselves aware of the site conditions in any manner shall not excuse any bidders from any obligations of the Contract.

1.05 CONTRACTOR USE OF PREMISES

- A. Contractor's use of the City's premises is limited to those activities in direct support of the truck and hopper scale calibration, maintenance and any approved "as-needed repairs" as indicated by the scope of work.
- B. Maintenance of Work Area: Contractor shall at all times maintain the work areas in a safe condition and remove all accumulation of rubbish and surplus materials at the end of each working day. Contractor shall restore work areas to a condition equal to that which existed prior to the start of work, and leave them at completion of the day in a clean, orderly fashion.
- C. Security of Contractor's work area: Contractor shall at all times be solely responsible for the security of Contractor's property, equipment, materials, and all other items contained on City premises.

1.06 RIGHT TO STOP THE WORK

- A. The City may order Contractor to stop the Work, or a portion thereof, until the cause for such order has been eliminated. Any such order to stop the Work shall be in writing and shall be signed by the City Representative.
- B. Reasons for ordering Contractor to stop the Work, or a portion thereof, include but are not limited to the following:
 - 1. Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents; or
 - 2. Contractor fails to carry out Work in accordance with the Contract Documents; or
 - 3. Contractor disregards the authority of the authorized City Representative; or
 - 4. Contractor disregards the laws and regulations of a public body having jurisdiction over the Project; or
 - 5. Contractor violates in any substantial way any provisions of the Contract Documents; or
 - 6. Contractor fails to maintain current certificates of bonds and insurance on

MAINTENANCE, CALIBRATION & REPAIR OF TRUCK AND HOPPER SCALES
For San Francisco Public Utilities Commission Wastewater Enterprise (SFPUC WWE)
For the Term March 1, 2017 through February 28, 2020

file with the City.

7. Contractor fails to maintain a current registration with CA Department of Food and Agriculture, Division of Measurement Standards.

- C. However, the right of the City to stop the Work shall not give rise to a duty on the part of the City to exercise this right for the benefit of Contractor or other person or entity.

1.07 SAFETY AND SECURITY

- A. Contractor shall comply with San Francisco Public Utilities Commission and WWE Safety Rules and Regulations. Refer to Attachment C - Section 007319 Health and Safety Requirements, Attachment D - Section 007363 Security Requirements, and Attachment E - WWE Additional Safety Requirements.

1.08 DEFINITIONS

- A. The following definitions are applicable to all documents and attachments under this Contract Proposal:

1. The term "City" shall refer to the Wastewater Enterprise of the San Francisco Public Utilities Commission of the City and County of San Francisco, a Municipal Company, Inc., by and through City's Representative(s).
2. The "Contractor" is the party having a contract to perform the work specified herein.
3. To "provide" shall include the supply of all labor and material to meet the requirements of the contract in a safe manner.
4. The term "repair" includes provisions of all materials and labor required to perform and test/calibrate, as necessary, the work described.
5. The term "replace" includes all necessary labor and components to obtain the desired results.

MAINTENANCE, CALIBRATION & REPAIR OF TRUCK AND HOPPER SCALES
For San Francisco Public Utilities Commission Wastewater Enterprise (SFPUC WWE)
For the Term March 1, 2017 through February 28, 2020

6. "Regular Working Hours" are defined as 7:00 a.m. through 5:00 p.m., Monday through Friday exclusive of Federal holidays. Regular working hours may be changed by mutual agreement of City and Contractor.
7. "Business Hours" are defined as 7:00 a.m. through 5:00 p.m., Monday through Friday, with Federal holidays excluded.

1.09 CONTRACTOR'S QUALIFICATIONS

- A. Contractor shall be a registered service agency registered with the California Department of Food and Agriculture, Division of Measurement Standards. Contractor shall submit annually a copy of service agency certificate issued by the California Department of Food and Agriculture, Division of Measurement Standards (DMS).
- B. Contractor shall have sufficient technical knowledge and a minimum of four (4) years experience in the maintenance, service, repairs, calibration, testing and certification of load scales. Bidder shall complete and submit with their bid Attachment H-References, identifying a minimum of three (3) references of customers requiring similar services of maintenance, calibration and state or local certification of scales as provided in this Contract.
- C. Contractor shall have registered and licensed service agents by the Department of Food and Agriculture with a two (2) year minimum working experience on the listed equipment. City reserves the right to request and obtain copies of Contractor's licensed service agents' certificates issued by the California Department of Food and Agriculture, Division of Measurement Standards (DMS) at anytime during the contract term or any extension thereof.
- D. Contractor shall be responsible for providing 120 hours per year of technical support and assistance to SFPUC Wastewater Enterprise personnel via Contractor's own personnel, equipment and facilities as well as through manufacturer's technical representatives. As part of this technical support and assistance, Contractor must provide City personnel with in-depth technical knowledge of any products and services the Contractor may provide under this Contract during SFPUC Wastewater Enterprise business hours, Monday through Friday, 7:00 a.m. – 5:00 p.m.

1.10 SUBMITTALS

MAINTENANCE, CALIBRATION & REPAIR OF TRUCK AND HOPPER SCALES
For San Francisco Public Utilities Commission Wastewater Enterprise (SFPUC WWE)
For the Term March 1, 2017 through February 28, 2020

- A. Contractor shall submit to City Representative complete manufacturer's material specifications, catalog information and cuts, descriptive drawings and literature for each equipment item to be furnished under this contract at time of "as-needed repairs" quotation.
- B. Contractor shall submit written outline to City Representative describing the proposed procedures, and the equipment, materials, devices and tools to be used for access, maintenance, testing (load, sensitivity, display, etc.), adjusting and calibration of each scale within ten (10) business days after award of bid. Include manufacturer's written installation and maintenance instructions and recommendations, where applicable.
- C. Contractor shall submit to City Representative within seven (7) business days after award of bid, a Contract schedule detailing proposed scheduling of work, durations for each work activity and delivery lead times for materials/parts. Schedule shall be kept current throughout the duration of the Contract. Failure to keep the schedule current will be considered cause for withholding any progress payments. Contractor shall submit their schedule in accordance to Technical Specification Section 3.03.
- D. Contractor shall submit to City Representative monthly reports on the 25th of each month to the City for each month in which maintenance, calibration and any "as-needed repair" work has been performed. The monthly report shall detail all work performed and include a list of City and Contractor furnished spare parts used for each scale.
- E. Refer to Technical Specification Section 3.09 for City Representative information.

1.11 WARRANTY

- A. Contractor shall furnish to City Representative a written Service and Manufacturers' parts warranty with their submittal for all Work performed and any Manufacturers' replacement/spare parts furnished under this Contract. The Work and Manufacturer's parts shall conform to the Contract specifications and requirements and shall be free from defects in installation and workmanship furnished by Contractor, or its Suppliers. Contractor shall also agree to repair any and all damages resulting from such defects, all without any expense to the City.

MAINTENANCE, CALIBRATION & REPAIR OF TRUCK AND HOPPER SCALES
For San Francisco Public Utilities Commission Wastewater Enterprise (SFPUC WWE)
For the Term March 1, 2017 through February 28, 2020

1. A ninety (90) day written Service Warranty period shall commence for each scale when the Contractor submits the calibration certification.
 2. A written Manufacturers' Standards parts Warranty period shall commence when the equipment has been installed, inspected and accepted by personnel of the City and County of San Francisco.
- B. Refer to Technical Specification Section 3.09 for City Representative information.

PART 2 – PRODUCTS

2.01 SPARE PARTS

- A. Contractor shall have access to the following list of Manufacturers' recommended spare parts that may need to be furnished for the performance of routine preventative maintenance and "as-needed repairs" throughout the duration of the Contract.
- B. In addition to the spare parts listed below, additional parts may need to be furnished for preventative maintenance and "as-needed repairs".
- C. All parts must be original or approved equal Original Equipment Manufacturer's (OEM) components.

2.02 TRUCK SCALE SPARE PARTS

- A. The following is a list of recommended Truck Scale Spare Parts:

No.	Part Description	Original Equipment Manufacturer	Part Number
1	1310 Indicator/Controller w/4-20 mA analog output	Avery Weigh-Tronix	Model 1310
2	Loadcell Weigh Bar Assy, 50K Weigh Bar, 36' cable w/sst jacket	Avery Weigh-Tronix	50104-0059
3	NEMA IV Stainless Steel 6 Weigh Bar	Avery Weigh-Tronix	56122-0039

MAINTENANCE, CALIBRATION & REPAIR OF TRUCK AND HOPPER SCALES
For San Francisco Public Utilities Commission Wastewater Enterprise (SFPUC WWE)
For the Term March 1, 2017 through February 28, 2020

	Junction Box		
4	NEMA IV Stainless Steel 6 Weigh Bar Summing Junction Box for 12 Weigh Bar System	Avery Weigh-Tronix	56122-0021

2.03 HOPPER SCALE SPARE PARTS

A. The following is a list of recommended Hopper Scale Spare Parts:

No.	Part Description	Original Equipment Manufacturer	Part Number
1	Weight Indicator/Transmitter w/4-20 mA analog output and NEMA-4X ABS Enclosure	Kistler-Morse	SVS-2000
2	25K Load Stand II Transducer	Kistler-Morse	S2-025K
3	50K Load Stand II Transducer	Kistler-Morse	S2-050K
4	Testmeter (Hand-Held) for Load Stand	Kistler-Morse	Testmeter
5	NEMA 4X, FM 17093 Non-Metallic Polycarbonate Enclosure	Hoffman	POLY-PCR / A181610PHCW

PART 3 – EXECUTION

3.01 QUALITY ASSURANCE

A. Quality of Work and Materials:

1. All products and materials shall be new and free from defects in material or workmanship.
2. Any defective or damaged equipment that is removed shall be made available to Wastewater Enterprise Staff (Operations, Maintenance, & Engineering) for inspection.

3.02 STORAGE AND HANDLING

MAINTENANCE, CALIBRATION & REPAIR OF TRUCK AND HOPPER SCALES
For San Francisco Public Utilities Commission Wastewater Enterprise (SFPUC WWE)
For the Term March 1, 2017 through February 28, 2020

- A. Contractor shall be responsible for the handling of all City and County of San Francisco furnished documents, parts, equipment and materials in a safe manner including loss or damage incurred during transport, handling or delivery.
- B. Storage of materials and equipment shall be the responsibility of the Contractor. Contractor's equipment and materials shall not be stored on City property without prior City approval. City will assume no ownership of Contractor's materials and equipment while on site.

3.03 CONTRACTOR'S SEQUENCING AND SCHEDULING

- A. Schedule of operations:
 - 1. Before commencing work, the Contractor shall submit a complete plan and schedule of its proposed operations for approval. In preparation of its plan and schedule, the Contractor shall make due allowance for and include the following:
 - a. Preparation of material submittal.
 - b. Review of each submittal.
 - c. Delivery lead times for material.
 - d. Testing time allowances for material.
- B. Interruptions of Building Service:
 - 1. All work shall be performed with a minimum amount of interference to the operation of the buildings. The Contractor shall not interrupt the services without the expressed written permission of the City.
- C. No work on the Scale shall be left partially completed with the scale inoperable while work begins on a different scale.

3.04 PERSONNEL

- A. The Contractor shall at all times employ trained and competent personnel with the requisite amount of expertise in Scale Maintenance, Calibration, Testing, Certification and Repair, and with a level of supervision as necessary to perform the services required with the highest quality and level of workmanship. The Contractor's personnel shall be properly uniformed or wear suitable attire as approved by the City

MAINTENANCE, CALIBRATION & REPAIR OF TRUCK AND HOPPER SCALES
For San Francisco Public Utilities Commission Wastewater Enterprise (SFPUC WWE)
For the Term March 1, 2017 through February 28, 2020

and as dictated by the work environment. Personnel shall maintain a professional manner while on the premises.

3.05 COMMUNICATION

- A. Contractor's personnel and technicians must carry a Contractor provided working cellular phone at all times while on City's Premises. Contractor shall provide City with a complete listing of all such personnel along with their cellular phone numbers and keep the list current through the term of the Contract.

3.06 RIGHT TO INSPECT AND REQUIRE WORK

- A. The City's Representative, assisted by the Contractor, shall at all times have the right to inspect the equipment and work performed by the Contractor under this Contract. The City reserves the right to make such inspections and tests whenever necessary in its sole judgment in order to ascertain that the requirements of this Contract are being fulfilled by the Contractor. Any deficiencies noted by the City resulting from such inspections and/or test shall be promptly corrected at the Contractor's sole expense.

3.07 WEIGHT SCALE/LOAD CELL MAINTENANCE AND CALIBRATION

- A. Contractor shall be responsible for furnishing all labor, materials, parts, tools, equipment (i.e. forklifts, manlifts, testing equipment, certified test trucks and weights, etc.), supervision, and incidentals required to perform all manufacturers' recommended and required maintenance procedures as well as for any "as-needed" work that may not be included under the Contract.
- B. Contractor shall perform maintenance on each of the Scales once per year for the duration of the Contract in accordance with Manufacturer's Installation, Operation and Maintenance (IOM) manuals and in compliance with the laws and regulations of State of California pertaining to Weights and Measures. Annual visits shall include all inspections, testing (sensitivity, load, display, etc.), adjusting, calibrations, certifications, performance of routine and major maintenance procedures, parts cleaning, and equipment repair as required.
 - 1. Noted repair work shall be brought to the attention of the Resident Engineer. "As-needed repair" work shall not be commenced prior to Contractor's submission of proposal for repairs and approval by the Resident Engineer.

MAINTENANCE, CALIBRATION & REPAIR OF TRUCK AND HOPPER SCALES
For San Francisco Public Utilities Commission Wastewater Enterprise (SFPUC WWE)
For the Term March 1, 2017 through February 28, 2020

Refer to Technical Specification Section 3.09 for City Representative information.

- C. Load scale testing and calibration shall be performed in accordance to the California Division of Measurement Standards, San Francisco County Weights and Measures.
- D. Contractor shall submit certified test reports signed by the technician who performed testing, adjusting and calibration, submit preventative maintenance records and field service reports for each individual piece of equipment covered under this Contract so that equipment testing/service history can be developed. The Contractor shall keep records current and a copy shall be submitted to the Resident Engineer at the end of each inspection for the duration of the Contract. Refer to Technical Specification Section 3.09 for City Representative information.
- E. Contractor shall notify City Representative of intent to perform calibration and maintenance service a minimum of 10 business days in advance of intended date of service. If service work requires shut down of facility processes, City shall be responsible for scheduling and performing shut down operations and alerting Contractor of date(s) upon which work can be performed. Refer to Technical Specification Section 3.09 for City Representative information.
- F. Contractor shall be responsible for submitting the calibration certification for each truck and hopper scale to the Resident Engineer, and for notifying and working with San Francisco County Weights and Measures to seal each truck scale at completion of every scheduled Preventative Maintenance (PM) and calibration service. Refer to Technical Specification Section 3.09 for City Representative information.

3.08 "AS-NEEDED REPAIRS"

- A. "As-needed repairs" are repairs discovered during the term of the Contract that are not already covered as OEM suggested Maintenance and Calibration service. "As-needed repairs" encountered under the scope of the contract shall be brought to the attention of the Resident Engineer and upon approval shall be addressed with covered equipment returned to operational duty as promptly as good repair maintenance dictates. Refer to Technical Specification Section 3.09 for City Representative information.
- B. Contractor shall respond by telephone during normal business hours within two (2) hours of notification by the Wastewater Enterprise (WWE) Engineering,

MAINTENANCE, CALIBRATION & REPAIR OF TRUCK AND HOPPER SCALES
For San Francisco Public Utilities Commission Wastewater Enterprise (SFPUC WWE)
For the Term March 1, 2017 through February 28, 2020

Operation & Maintenance I&C groups of San Francisco Public Utilities Commission (SFPUC) that “as-needed repair” services are required.

- C. Contractor shall provide on-site support during normal business hours for “as-needed repairs” within forty-eight (48) hours of notification by SFPUC WWE.
 - 1. For parts and materials in-stock, Contractor shall repair the scale within five (5) business days.
 - 2. For parts and materials not in-stock, Contractor shall order the parts and materials and repair the scale within five (5) business days of receiving the parts and materials.
- D. Contractor shall submit written, detailed “as-needed repair” estimates to the City properly identifying the equipment involved, work to be done, parts required, labor hours required, completion date and time, and cost of parts. Refer to Technical Specification Section 3.09 for City Representative information.
- E. All “as-needed repairs” shall be performed by the Contractor only when and as directed and authorized by the City.
- F. The “as-needed repairs” are optional at the sole discretion of the City and are not guaranteed Contractor work under the terms and conditions of this Contract.
- G. Contractor shall be responsible for submitting the calibration certification for each truck and hopper scale to the Resident Engineer, and for notifying and working with San Francisco County Weights and Measures to seal each truck scale at completion of every “as-needed repair” and calibration service. Refer to Technical Specification Section 3.09 for City Representative information.

3.09 CITY REPRESENTATIVE

- A. All correspondences shall be directed to:
Jessalynn Wong
City and County of San Francisco
SFPUC, Wastewater Enterprise Engineering
750 Phelps Street, Bldg 850
San Francisco, CA 94124
e-mail address: jlwong@sfwater.org

MAINTENANCE, CALIBRATION & REPAIR OF TRUCK AND HOPPER SCALES
For San Francisco Public Utilities Commission Wastewater Enterprise (SFPUC WWE)
For the Term March 1, 2017 through February 28, 2020

work ph#: (415) 934-3902

3.10 WASTEWATER ENTERPRISE TRUCK AND HOPPER SCALE INFORMATION

WASTEWATER ENTERPRISE TRUCK AND HOPPER SCALE LOCATIONS					
OCEANSIDE WATER POLLUTION CONTROL PLANT (OSWPCP)					
	Location No.	Location	Equipment	Model #	Manufacturer
1	OS47W14-01	Pretreatment/Solids Handling Bldg (OSP011)	Sludge Hopper Scale	Load Stand Total Capacity 200K: 4 ea. Load Stands, S2-050K; SVS-2000 Weight Indicator/ Transmitter with 4-20mA output	Kistler-Morse
2	OS47W14-02	Pretreatment/Solids Handling Bldg (OSP011)	Sludge Hopper Scale	Load Stand Total Capacity 200K: 4 ea. Load Stands, S2-050K; SVS-2000 Weight Indicator/ Transmitter with 4-20mA output	Kistler-Morse
3	OS47W14-03	Pretreatment/Solids Handling Bldg (OSP011)	Sludge Hopper Scale	Load Stand Total Capacity 200K: 4 ea. Load Stands, S2-050K; SVS-2000 Weight Indicator/ Transmitter with 4-20mA output	Kistler-Morse
4	OS02W16-01	Pretreatment/Solids Handling Bldg (OSP011)	Screenings Hopper Scale	Load Stand Total Capacity 100K: 4 ea. Load Stands, S2-025K; SVS-2000 Weight Indicator/ Transmitter with 4-20mA output	Kistler-Morse
5	OS03W9-01	Pretreatment/Solids Handling Bldg (OSP011)	Grit Hopper Scale	Load Stand Total Capacity 200K: 4 ea. Load Stands, S2-050K; SVS-2000 Weight Indicator/ Transmitter with 4-20mA output	Kistler-Morse
SOUTHEAST WATER POLLUTION CONTROL PLANT (SEWPCP)					
	Location No.	Location	Equipment	Model #	Manufacturer
6	SE48M99	SEP865	Temporary Truck Scale	Load Capacity: 100T; BMS-MP3-7011-100T (25, 25, 20) BridgeMont with 1310 Model Indicator and TM-295 Ticket Printer, Low-Profile Motor Truck Scale-Pitless Design- Checked Steel Deck	Avery Weigh-Tronix
7	SE48M5-1	Bin Hoppers Bldg (SEP860)	Truck Scale	Load Capacity: 100T; BMS-MP3-6111-100T (12, 37, 12) BridgeMont with 1310 Model Indicator and	Avery Weigh-Tronix

MAINTENANCE, CALIBRATION & REPAIR OF TRUCK AND HOPPER SCALES
For San Francisco Public Utilities Commission Wastewater Enterprise (SFPUC WWE)
For the Term March 1, 2017 through February 28, 2020

				TM-295 Ticket Printer	
8	SE48M5-2	Bin Hoppers Bldg (SEP860)	Truck Scale	Load Capacity: 100T; BMS-MP3-6111-100T (12, 37, 12) BridgeMont with 1310 Model Indicator and TM-295 Ticket Printer	Avery Weigh-Tronix
9	SE02W14-1	New Headworks Bldg (SEP012)	Screenings Hopper #1 Scale	Load Stand Total Capacity 60K: 4 ea. Load Stands, S2-025K; SVS-2000 Weight Indicator/ Transmitter with 4-20mA output	Kistler-Morse
10	SE02W14-2	New Headworks Bldg (SEP012)	Screenings Hopper #2 Scale	Load Stand Total Capacity 60K: 4 ea. Load Stands, S2-025K; SVS-2000 Weight Indicator/ Transmitter with 4-20mA output	Kistler-Morse
11	SE02W18-1	New Headworks Bldg (SEP012)	Grit Hopper #1 Scale	Load Stand Total Capacity 90K: 4 ea. Load Stands, S2-025K; SVS-2000 Weight Indicator/ Transmitter with 4-20mA output	Kistler-Morse
12	SE02W18-2	New Headworks Bldg (SEP012)	Grit Hopper #2 Scale	Load Stand Total Capacity 90K: 4 ea. Load Stands, S2-025K; SVS-2000 Weight Indicator/ Transmitter with 4-20mA output	Kistler-Morse