



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

SIGN AND RETURN THIS PAGE

**Contract Proposal 72121 -
 Car Washing and
 Detailing Services**

Bids will be opened in:

City Hall, Room 431A, at **2 p.m., October 13, 2017**

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

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

Name under which business is conducted: _____

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

E-mail address: _____

Print name: _____

Sign here: _____

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

Mailing address: _____

City, State, ZIP: _____

Telephone: _____

Pre-bid Conference

A pre-bid conference will be held on Friday, September 29, 2017 at 10:00 A.M.
 City Hall, Room 400 (Hearing Room 1), 1 Dr. Carlton B. Goodlett Place, San Francisco.

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

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

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

TERMS RELATED TO BIDDING

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

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

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

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

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

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

TERMS RELATED TO THE CONTRACT

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

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

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sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Contract, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter. Contractor shall indemnify and hold City harmless from all loss and liability, including attorney's fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Contract.

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

11. Budget and Fiscal Provisions. This Contract is subject to the budget and fiscal provisions of City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Contract will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Contract will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Contract in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Contract.

12. Default; Remedies. On and after any event of default, City shall have the right to exercise its legal and equitable remedies, including without limitation, the right to terminate this Contract or to seek specific performance of all or any part of this Contract. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any event of default. Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Contract or any other contract between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such event of default and any liquidated damages due from Contractor pursuant to the terms of this Contract or any other contract. All remedies provided for in this Contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

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13. Termination for Convenience. City shall have the option, in its sole discretion, to terminate this Contract, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City.

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

15. Taxes

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

B. Contractor recognizes and understands that this Contract may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Contract entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

(1) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;

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

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permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

(3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

(4) Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

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

17. Nondiscrimination; Penalties

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

B. Subcontracts. Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement. The entire San Francisco Administrative Code is available on the web at a site maintained by American Legal Publishing Corporation.

C. Nondiscrimination in Benefits. Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

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

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

18. Local Business Enterprise Utilization; Liquidated Damages

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

B. Compliance and Enforcement

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

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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.

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

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

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

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

23. Liability of City. CITY’S PAYMENT OBLIGATIONS UNDER THIS CONTRACT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR UNDER THIS CONTRACT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, IN NO EVENT SHALL CITY BE LIABLE REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN

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CONNECTION WITH THIS CONTRACT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS CONTRACT.

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

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

26. Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Contract, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

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

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

End of Bid and Contract Conditions

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

29. Contract term. The contract period shall be for thirty-six (36) months at a not-to-exceed amount of \$450,000.00. The initial term of this contract is the period from award execution date, approximately November 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.

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

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

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

33. LBE ordinance

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

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

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

34. Claim for preference

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

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

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

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

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

35. LBE bid discount; brokerage services

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

36. Chapter 14B requirements.

A. Subcontracting goals. Subcontracting goals have been waived for this contract.

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

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

C. CMD Forms to be Submitted with Proposal

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

Form 2A CMD Contract Participation form
Form 3 CMD Non-discrimination Affidavit

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

Form 4 Joint Venture Participation Schedule

If these forms are not returned with the proposal, the proposal may be determined to be non-responsive and may be rejected. Submit CMD 12B-101 Form only if the Prime Contractor is not already in

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compliance with Equal Benefits Requirements. The forms are also available on the web. CMD's home page is:

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

Click on the "12B Equal Benefits Program."

(2) For bidders who elect to make hardcopy bid submissions, please submit two (2) copies of the above forms with your bid. The forms should be submitted in separate, sealed envelopes addressed to:

Ryan Young, Contract Compliance Officer
Contracts Monitoring Division
30 Van Ness Avenue, Suite 200
San Francisco, CA 94102
Re: Contract Proposal 72121

AND

Mark Farley, Senior Purchaser
Office of Contract Administration – Purchasing
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685
Re: Contract Proposal 72121

If you have any questions concerning the CMD Forms, you may call Ryan Young, Contract Monitoring Division's Contract Compliance Officer at (415) 581-2301.

37. Audit and inspection of records. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.

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

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39. Non-waiver of rights. The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall in any way affect the right of the party to enforce such provisions thereafter.

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

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

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

43. Incidental and Consequential Damages. Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Contract shall constitute a waiver or limitation of any rights which City may have under applicable law.

44. Reports by Contractor

MULTI-YEAR TERM CONTRACT

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

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usage reports required prior to the extension of a Contract or Contract Modification. Emailed reports must not be larger than **10MB**.

Contractor shall email reports to:

OCAVendor.Reports@sfgov.org

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

Contractor shall mail the reports to:

Mark Farley, Purchaser
Re: Term Contract No. 72121
City and County of San Francisco
Office of Contract Administration – Purchasing
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685

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

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

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

47. Independent Contractor. Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Contract. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor’s performing services and work, or any agent or employee of

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Contractor providing same. Nothing in this Contract shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Contract referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Contract.

48. Severability. Should the application of any provision of this Contract to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Contract shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

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

50. First Source Hiring Program

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

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

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

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(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 non-duplicative, 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.

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(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

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counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year; therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

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

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

51A. Prevailing rate of wages required.

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

B. Prevailing Wages in Certain Contracts. Every agreement between the City and a Contractor for the following services: "Motor Bus Services" as defined in Administrative Code Section 21C.1, subject to the provisions of Section Administrative Code 21C.1; "Janitorial Services" as defined in Section Administrative Code 21C.2; "Public Off-Street Parking Lots, Garages, or Storage Facilities for Automobiles" as defined in Administrative Code Section 21C.3; "Theatrical Services" as defined in Administrative Code Section 21C.4; "Solid Waste Generated By The City In Course of City Operations" as defined in Administrative Code Section 21C.5; "Moving Services" as defined in Administrative Code Section 21C.6; "Trade Show and Special Event Work" as defined in Administrative Code Section 21C.8; "Broadcast Services" as defined in Administrative Code Section 21C.9; "Loading, Unloading, and Driving of Commercial Vehicles" under Administrative Code Section 21C.10; and "Security Guard Services" as defined in Administrative Code Section 21C.11 requires that any individual performing services thereunder be paid not less than the Prevailing Rate of Wages. Contractor agrees to comply with, and to require Subcontractors to comply with, the prevailing wage rate requirement imposed by this Section.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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.

B. 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.

C. 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.

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

E. 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.

F. 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.

G. 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.

H. 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.

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

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

A. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

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

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

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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.

53. Consideration Of Criminal History in Hiring and Employment Decisions

A. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

B. The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, and shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement.

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

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

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

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

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

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

54. Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing

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of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

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

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

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

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58. Contractors Unable to do Business with the City.

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

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

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

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

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

End General Conditions

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

62. Purpose. The purpose of this contract is to provide Vehicle Washing and Detailing Services for City-owned vehicles. The services performed herein may be performed at the Contractor's facility or at a predetermined City-owned facility (see Special Condition 64. Scope of Services to be Performed).

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

Location: City Hall, Room 400 (Hearing Room 1)
1 Dr. Carlton B. Goodlett Place
San Francisco, CA

Date and Time: Friday, September 29, 2017; 10:00 AM

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

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

It is requested that bidder's questions concerning this Contract Proposal be submitted by email at least 48 hours prior to the date and time of the Pre-bid Conference and directed to:

Mark Farley, Purchaser
City and County of San Francisco
Office of Contract Administration – Purchasing
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685
E-Mail Address: mark.farley@sfgov.org (Purchaser)
Fax No. : (415) 554-6717

Please reference Contract Proposal No. 72121

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

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

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Additionally, the City and County of San Francisco has a new bidding portal in which bids for this solicitation may be submitted as an alternative to submitted a sealed, hard copy bid. The website for registering and obtaining a system user ID is:

<https://sfsupplierportal.sfgov.org/psp/supplier/SUPPLIER/ERP/h/?tab=DEFAULT>

For assistance with this process you may contact sfcitypartnersupport@sfgov.org

64. Scope of Services to be Performed

A. Contract scope of services are divided into five (5) parts as follows:

- Group I – General Vehicle Washing (exterior only) in accordance with Attachment C
- Group II – General Vehicle Washing and General Interior Detailing in accordance with Attachment D
- Group III – General Vehicle Washing and Decontamination Detailing in accordance with Attachment E
- Group IIIA – Mobile General Vehicle Washing and Decontamination Detailing in accordance with Attachment F
- Group IV – Mobile Car Washing in accordance with Attachment G

Vehicles covered under this contract shall include, but not be limited to, motorcycles, three-wheel vehicles, public safety vehicles, other sedans, pickup trucks, minivans, full size vans, and sport/utility vehicles. These vehicles are up to 90” in overall height including lights, speakers or any other equipment mounted on the roof.

Also covered under this proposal are large-sized vans, public safety transport vehicles, large work trucks, and other equipment. These vehicles are in excess of 90” in height.

B. Other Conditions

1. In the cases of vehicles in Groups I, II, and III, vehicles will be delivered to the Contractor’s San Francisco locations where services are to be performed and removed from those locations by representatives of the City, except in rare cases. In the case of vehicles and equipment in Group IV, generally the City will provide areas for vehicles to be serviced on City property. In rare cases, the City may deliver vehicles and equipment to a Contractor’s location where services are to be performed and removed from those locations by representatives of the City. The City desires Contractor’s services be available a minimum of six (6) days per week / 8 hours per day. Contractor shall provide extended hours on two workdays per week consisting of at least two (2) additional hours on the extended workdays per week.
2. All police vehicles shall be provided with immediate service after they are delivered. They shall be given priority over all other cars and no work shall be done on any other car that would cause any delay to a police vehicle.
3. For Groups I, II, and III, all vehicles shall be completely serviced within the Contractor’s property and no City vehicles are to be serviced on public property, such as sidewalks and streets.

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4. All services shall be performed according to EPA, OSHA, and all other applicable waste removal standards.

65. Locations. Contractor must be able to service all vehicles covered under this contract at a location or locations within the boundaries of the City of San Francisco (see Appendix 1). For Group I, Group II, and Group III bid groups listed above (Special Condition 64), award will be made to the lowest responsive and responsible bidder in each of the four (4) quadrants shown in Appendix 1. See Special Conditions 78 and 79 for bidding instructions and basis of award.

66. Questions, protests. Any questions or objections concerning the requirements in this contract proposal must be submitted, in writing, and received by the Office of Contract Administration – Purchasing no less than five (5) working days prior to the bid opening date and time. Bidders who fail to do so will waive all further rights to protest, based on these specifications and conditions.

67. Compliance with regulations

- A. The Car Wash Facility is required to follow and adhere to Article 4.1, Chapter X (Public Works Code), Part II of the San Francisco Municipal Code. For more information on the Article please see Attachment A. Also, see San Francisco Department of Public Works Order No. 158170 (Attachment B).
- B. Contractor shall assume full responsibility and liability for compliance with all applicable Federal, State, and local regulations pertaining to work practices, hauling, disposal, and protection of workers, visitors, and persons occupying areas adjacent to the site where the work is performed. Contractor shall hold the City & County of San Francisco harmless for failure to comply with any applicable work, hauling, disposal, safety, health or other regulations on the part of himself, his employees, or his subcontractors.

68. Bidder's qualifications

A. Minimum Qualifications

1. In order to receive consideration, bidder must have sufficient knowledge and experience in the services covered by the contract. Bidders must have a minimum of five years of experience in providing services as stated under this contract. Bidder must submit with their bid a minimum of three references of customers requiring similar volume of services as provided in this contract.

2. Bidders with car wash facilities shall be in possession of City-issued Industrial User Wastewater Discharge permits under the City and County of San Francisco's Sewer Use Ordinance prior to the performance of any and all services for this contract. Mobile car wash bidders performing services with the use of water shall be in possession of City-issued Mobile Washer Permits prior to the performance of any and all services for this contract.

3. Page 1 of the Contract Proposal completed and signed

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4. Contractor will be responsible for providing technical support and assistance to City. As part of this requirement, Contractor must provide, by phone, personnel with in-depth technical knowledge of the services Contractor is providing under this contract, to answer questions and offer any assistance required by City personnel, during City business hours. (Monday through Friday, 8:00 a.m. – 5:00 p.m.)

B. Other Bidder Qualifications and Requirements

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

- (1) Bidder's experience
- (2) Location
- (3) Adequacy of plant facilities
- (4) Sufficient personnel and equipment to properly perform all services called for under the contract.

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

3. City reserves the right to inspect Contractor's place of business prior to award or at any time during the contract term or any extension thereof, to aid Purchaser in determining Contractor's capabilities and qualifications.

4. Contractor shall be responsible for producing the usage reports required under General Condition 44 of this document. Failure to provide the required reports may result in application of the Contractor's Default clause of this Contract.

5. City reserves the right to reject any bid on which the information submitted by Bidder fails to satisfy City and/or Bidder is unable to supply the information and documentation within the period of time requested.

6. City reserves the right to terminate this contract if information requested from and submitted by Contractor fails to satisfy City and/or Contractor is unable to provide the information and/or documentation within the period requested.

7. Contractor shall be independent and, as such, the hiring, training, equipping, supervising, directing and discharging of their employees shall be the responsibility of the Contractor. The payment of Federal, State, and local taxes and overtime wages shall also be the responsibility of Contractor.

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69. City Department's Responsibilities.

- A. Department(s) shall designate a representative to interface, monitor and maintain adequate records of all transactions under this contract.
- B. Department(s) shall monitor and document Contractor's performance and furnish Purchaser copies of records, correspondence and all other documentation relevant to Contractor's performance.
- C. Department(s) shall establish quality control measures, as applicable to department's operations, and provide documented reports to Purchaser and Contractor of unsatisfactory performance.
- D. Department(s) shall provide Purchasing with documentation of unsatisfactory performance of the Contractor and receive authorization from Purchasing to place orders with another Contractor.

70. Green Cleaning Services Requirements

A. Purpose Statement

Each interested bidder is requested to provide ENVIRONMENTALLY PREFERABLE CLEANING SERVICES and to comply with the requirements outlined below to the City to be serviced by Contractor.

The City's purposes for pursuing an environmentally preferable cleaning service contract are:

- To minimize the total environmental impact of cleaning activities, including the impact of product manufacturing and disposal processes;
- To comply with the Environmentally Preferable Purchasing Ordinance - SF Environment Code, Chapter 2, Appendix E.
- To comply with the Resource Conservation Ordinance - SF Environment Code Chapter 5, Appendix F.

B. Green Consumable Supplies

Contractor shall use only environmentally friendly cleaning products in vehicle washing and detailing services.

1. Environmentally friendly cleaning products are defined as products that meet the UL 2770 Commercial Carwash Services standard (formerly Ecologo CCD-061, or products that are certified under the Green Seal GS-53 standard. The list of products meeting UL 2770 Commercial Carwash Services standard can be found at: <http://industries.ul.com/environment/certificationvalidation-marks/ecologo-product-certification> The list of products certified under GS-53 can be found at: <http://www.greenseal.org/FindGreenSealProductsandServices.aspx?vid=ViewProductDetail&cid=0&sid=42>

C. Reduction of Exposure to Chemicals

The Department seeks to reduce the exposure of workers and the public to chemical cleaning products.

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1. Whenever feasible, automatic dilution systems shall be used in conjunction with concentrated, institutional-grade chemical cleaning products. Whenever manual dilution systems are utilized, proper dilution of chemical cleaning products according to the manufacturer's specifications shall be used.
2. Microfiber mops and cloths will be employed whenever possible.
3. The use of disinfectants will be restricted to only the highest priority infection control applications.

D. List of Chemicals / MSDS.

Material Safety Data Sheets will be required for cleaning chemicals used. Contractor must furnish prior to commencement of any services under this contract, a list of all chemicals that Contractor anticipates bringing onto or using in any property belonging to City, together with Material Safety Data Sheets (MSDS) for each chemical.

Successful Contractor must furnish completed MSDS within **10 days** of notification to do so. Failure to furnish completed MSDS for each item required may result in rejection of the proposal.

71. Not Used.

72. Not Used.

73. Fidelity Bond. Contractor shall maintain throughout the term of this contract, at no expense to City, a blanket fidelity bond or a Blanket Crime Policy (Employee Dishonesty Coverage) covering all officers and employees in an amount of not less than \$50,000 with any deductible not to exceed \$5,000 and including City as additional obligee or loss payee as its interest may appear.

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

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

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

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

(3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage, including owned and non-owned and hired auto coverages, as applicable.

(4) Garagekeepers' Liability Insurance

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B. Commercial General Liability and Commercial Auto 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. All policies shall provide thirty (30) days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to:

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

D. 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.

E. 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.

F. 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.

G. 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.

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

I. 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.

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

76. Price.

- A. Bid prices are to be firm for the first twelve (12) months of the contract.
- B. Only the bid prices that appear on City's Contract Proposal Bid Sheets will be considered. No other pages with prices or attached price lists and/or catalog prices will be considered.
- C. Bid prices are to include all costs chargeable to City. Contractor will assume all costs including personnel salaries, transportation and any other expense for the training of his/her employees. No charges to City are to be made for training. All costs to City shall be included in prices entered on Bid Sheets. No overtime will be paid unless same has been approved in advance by City.

77. Price Adjustment.

Prices may be increased or decreased commencing on or after the end of the first twelve (12) month contract period and each twelve (12) month period thereafter during the contract term and for any subsequent extensions upon written approval by the Purchaser.

- A. Requests for price increases must be made in writing at least 30 days prior to the anniversary date of the contract. Requests made after that time will not be considered. Price increase requests will not be granted retroactively for past years or years in which the Contractor failed to request price increase(s).
- B. On the Bid Sheet, the bidder will indicate in column titled "Labor", the percentage of their price that goes to payment of wages. A second column titled "Non-Labor" will indicate the percentage that goes to non-labor expenses. These percentages shall be used in determining future price adjustments.

(1) LABOR:

Prices may be increased or decreased commencing on or after the end of the first twelve (12) month contract period and each twelve (12) month period thereafter during the contract term and for any subsequent extensions upon written approval by the Purchaser. Requests for price increases must be made in writing at least 30 days prior to the anniversary date of the contract. Requests made after that time will not be considered. Such adjustment shall be equal to the percentage change (increase or decrease) in the City Minimum Compensation Ordinance (MCO) labor rate from the bid due date to the anniversary date of the contract. It shall be Contractor's responsibility to request and to

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provide documentation satisfactory to the Purchaser to support any increases. Documentation shall include, but is not limited to previous and current MCO rates. Price increase requests will not be granted retroactively for past years in which the Contractor failed to request price increase (s).

Example of Price Adjustment Calculation:

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

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

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

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

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

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

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

(2) NON-LABOR

- a. Consumable supply prices may be increased or decreased commencing on or after the end of the first twelve (12) months contract period and each twelve (12) month period thereafter during the contract term and for any subsequent extensions, upon written approval of the Purchaser.
- b. Requests for price increases must be made in writing at least 30 days prior to the anniversary date of the contract. Requests made after that time will not be considered.
- c. Such adjustments shall be equal to the percentage change (increase or decrease) of the base index indicated below, from the contract award date to the anniversary of that contract award date.
- d. Requests for price increases under this contract for consumable supplies must be supported by the following Consumer Price Index (CPI) – All Urban Consumers (Current Series) data as published by the U.S. Department of Labor, Bureau of Labor Statistics:

Series ID: CUURA422SA0 Not Seasonally Adjusted
Area: San Francisco-Oakland-San Jose, CA
Base Period: 1982-84=100
Website: www.bls.gov/data/

- e. It shall be Contractor's responsibility to request and to provide documentation satisfactory to the Purchaser to support any increases. Documentation shall include,

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but is not limited to, all applicable product indices, Contractor’s price calculation work sheets to substantiate Contractor’s request for price increases. The most current 12 month average will be used as the monthly average. Price increase requests will not be granted retroactively for past years or years in which Contractor failed to request an increase.

f. Example of Price Adjustment Calculation:

CPI Group	Contractor’s Non-labor portion	Index on Bid Due Date	Index at 12 Months	Change in Index	Percent Change in Index	Adjusted Price
Widgets	\$1,000	127.8	130.8	3.0	2.35%	\$1,023.50

$$(\text{Index at 24 Months}) - (\text{Index on Bid Due Date}) = \text{Change in Index}$$

$$130.8 - 127.8 = 3.0$$

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

$$3.0 / 127.80 = 2.35\%$$

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

$$(.0235 \times \$1000) + \$ 1000 = \$1,023.50 \text{ Adjusted Price}$$

g. Subsequent rate adjustments will be administered on the anniversary date of the contract and will be equal to the percentage rate increase or decrease of the CPI – All Urban Consumers (Current Series) If the CPI Index is permanently discontinued, the City and contractor will agree on a successor index. This price adjustment clause shall apply to all extension(s) of the contract term.

The revised prices shall become effective 30 days after contractor’s notification and submission of documentation accepted and approved by the Purchaser through execution of a written Contract Modification. Contractor must submit any price adjustment request not later than thirty (30) days prior to the anniversary date of the contract.

78. Bid Price Evaluation.

To determine the apparent low bidder for each group, bid price will be evaluated and computed into one single total (aggregate) for the group. All items in each group must be bid. Each individual group may be bid on separately and will be awarded separately (see Special Condition 79. Award).

Note: Group I, Group II, and Group III are divided into four (4) separate bid quadrants. Bidders with locations within the different quadrants may bid separately for Group I, Group II, and Group III items in each quadrant where they have a business presence to perform services requested in this contract.

VEHICLE WASHING AND DETAILING SERVICES
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Evaluated bid price for each group will be based on the total cost per group as follows:

- Total cost of Line Items 1 and 2 for each of the four (4) Group I bid groups – General Vehicle Washing (exterior only)
- Total cost of Line Item 3 for each of the four (4) Group II bid groups – General Vehicle Washing and General Interior Detailing
- Total cost of Line Items 4 and 5 for each of the four (4) Group III bid groups – General Vehicle Washing and Decontamination Detailing
- Total cost of Line Items 6 and 7 for Group IIIA – Mobile General Vehicle Washing and Decontamination Detailing
- Total cost of Line Items 8 through 12 for Group IV – Mobile Car Washing

Except as otherwise noted on Bid Sheets, bid prices will be evaluated for each service based on the estimated quantity multiplied by the bid price per specified unit and less any applicable LBE preference (see General Conditions 33 through 35). Purchasing will attempt to evaluate this contract proposal within thirty (30) days after receipt of bid(s). If Purchasing requires additional evaluation time, all bidders will be notified in writing of the new expected award date.

79. Award. Award will be made to the lowest most responsive and responsible bidder for each of the bid group aggregates shown below. Vendors are not required to bid on all groups but must bid on all line items within the single groups for which they choose to bid.

- Group I (each of 4 quadrants) – General Vehicle Washing (exterior only)
- Group II (each of 4 quadrants) – General Vehicle Washing and General Interior Detailing
- Group III (each of 4 quadrants) – General Vehicle Washing and Decontamination Detailing
- Group IIIA – Mobile General Vehicle Washing and Decontamination Detailing
- Group IV – Mobile Vehicle Washing

In determining the award, Purchasing will take into consideration, but will not be limited to:

1. Price (evaluated)
2. Satisfactory review of bidder's qualifications
3. Any other factors deemed pertinent

The Purchaser reserves the right to make adjustments within the aggregate, award separate services or in an aggregate of several or all services if it is in the best interest to City to do so.

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

VEHICLE WASHING AND DETAILING SERVICES
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SPECIAL CONDITIONS

81. Additional Services

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

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

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

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

E. In the event the aggregated cost of the contract increases by more than 20% of the total estimated value of the original contract, or the increase totals more than \$100,000, the amount over 20%, or \$100,000, shall be bid in accordance with Standard Purchasing Procedures. The resulting bid award shall be added to the contract through a contract modification (same Contractor) or the issuance of a new contract (new Contractor) and include Contractor's name and information, complete item description, delivery information and pricing information.

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

82. Not used.

83. Not used.

84. Ordering.

A. Services to be furnished under this Contract shall be ordered by issuance of a City and County of San Francisco Central Shops Direct Purchase Order through a release from the appropriate Citywide Purchase Document by City departments during the effective period of the contract.

B. All invoices for payments shall show the Direct Purchase Order Release Number against the Citywide Purchase Document assigned by Purchaser to include the complete description of services and contract pricing.

85. Billing. Contractor must obtain from all City departments, commissions, boards etc., except those listed below, a fully completed "Vehicle Wash Ticket" prior to rendering each service. These completed tickets will be submitted monthly with Contractor's invoice to Central Shops, 1800 Jerrold Avenue, San Francisco, CA 94124. The City reserves the right to refuse payment for services billed but not supported by a fully completed ticket.

VEHICLE WASHING AND DETAILING SERVICES
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EXCEPTIONS

1. Airport
2. SFPUC
 - Water-Millbrae Only
 - Hetch Hetchy Water and Power
 - Light Heat & Power-Treasure Island
3. SFMTA

Procedure for agencies listed above as exceptions will be as established by each unit.

86. Damage to Vehicles. Many City vehicles have emergency lights, antennas or other equipment mounted on the roof. It shall be the Contractor's responsibility to take all necessary precautions to prevent damage to equipment. Accidents involving damage shall be reported in writing to the Purchaser within twenty-four (24) hours. Cost of material and labor for any necessary repairs will be charged to Contractor and will be deducted from monthly billings prior to payment of invoices.

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

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

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

90. Not used.

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

92. Questions. Any questions or clarifications concerning the requirements in this bid proposal must be submitted in writing, and received by OCA no later than 5:00 P.M. (Pacific Time), no less than five

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business days prior to the bid opening date and time. Bidders who fail to do so will waive all further rights to protest, based on these specifications and conditions.

93. Bid Submittal Instructions. Bids **must either** be received at the Office of Contract Administration – Purchasing, City Hall, Room 430, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102, before the due time, or electronically uploaded into the City’s PeopleSoft bidding portal. Bids transmitted by FAX or any type of electronic mail will not be accepted.

Return the required documents, which include:

- Page 1 of the Contract Proposal completed and signed
- Bid Sheet(s) for items being bid
- **All** questionnaires and forms, completed and signed, including bid addenda or if applicable.
- Response to Contract Proposal General Condition 58 “Contractors Unable to do Business with the City” in questionnaire section
- Three (3) verifiable references
- Bidders electing to make a hardcopy submission shall mail bid in an envelope clearly marked with the bid number and due date in the lower left corner

Bids must be submitted on the enclosed Bid Sheet(s).

To receive full consideration, your bid should be unqualified and unconditional.

For more information, contact:

Mark Farley, Purchaser
Mark.Farley@sfgov.org
(415) 554-6257

End of Special Conditions

VEHICLE WASHING AND DETAILING SERVICES
For the Term November 1, 2017 Through October 31, 2020

Required Information of All Bidders

Bid Questionnaire

1. Are you bidding as specified? YES ____ NO ____
2. Will you be able to provide the specified insurance?
(See Special Condition 74) YES ____ NO ____
3. Are you claiming LBE preference
on this bid per provisions Chapter 14B? If yes,
see General Condition 34 and check appropriate below:
____ We are currently certified. CMD has issued us Certification No. ____.
____ We submitted LBE Certification Application to the CMD on ____.
5. If claiming LBE preference, have you submitted proof of supplier
relationships as an authorized dealer (See General Condition 34) YES ____ NO ____
6. Signed copies of following three forms shown in **CMD Attachment 3** (General Services) in a
separate envelope
 - CMD Form 2A YES ____ NO ____
 - CMD Form 3 YES ____ NO ____
 - CMD Form 4 (if applicable) YES ____ NO ____
7. Signed copy of First Source Hiring Form entitled "Non-Construction First Source Hiring
Employer's Projection of Entry level Positions" YES ____ NO ____
8. If applicable, have you completed and submitted IRS-Form W-9? YES ____ NO ____
9. Have you submitted with your bid all the required documents?
(See Special Condition 93)
 - a. Page 1 of the Contract Proposal YES ____ NO ____
 - b. Bid Sheets for Groups being bid YES ____ NO ____
 - c. All questionnaires and forms YES ____ NO ____
 - d. Three (3) verifiable references YES ____ NO ____
 - e. Envelope clearly marked with the bid number and YES ____ NO ____

VEHICLE WASHING AND DETAILING SERVICES
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Required Information of All Bidders

Bid Questionnaire

- f. Signed copy of Bid Addenda (if applicable) YES ____ NO ____
10. Has your company enrolled to receive direct deposit payments from the City? YES ____ NO ____
11. Will you be able to provide extended hours of operation? If so please enter the days and times below. (See Special Conditions 64, B. 1.) YES ____ NO ____

Days/Hours: _____

Days/Hours: _____

12. Section 58 "Contractors Unable to do Business with the City Please fill in the following sentence":

I certify that my company is headquartered at the following address:

Street _____

State/Zip Code _____

I will notify the City if my company's headquarters moves.

VEHICLE WASHING AND DETAILING SERVICES
For the Term November 1, 2017 Through October 31, 2020

Required Information of All Bidders

Company Information

Name of Firm: _____

Address: _____

Phone No.: _____ Fax: _____

E-mail address: _____

Toll Free Phone No.: _____

Contact: _____ Title: _____

Signature _____ Date: _____

Federal I.D. Number: _____

Payment Terms: _____

Person preparing bid: _____

Local Representative: _____
(if other than bid preparer)

Address: _____

Phone: _____

Fax: _____

Facility location(s) from which you intend to furnish contract services?

Address 1: _____ Address 2: _____

Address 3: _____ Address 4: _____

**VEHICLE WASHING AND DETAILING SERVICES
For the Term November 1, 2017 Through October 31, 2020**

Required Information of All Bidders

Company Information (Continued)

What is your 24-hour emergency telephone number?

Telephone () _____

VEHICLE WASHING AND DETAILING SERVICES
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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.

Address

Number of Years Providing Service _____

2. Name of Company Contact Phone No.

Address

Number of Years Providing Service _____

3. Name of Company Contact Phone No.

Address

Number of Years Providing Service _____

Successful bidder may be required to submit a letter of reference from each reference listed within five business days of notification. Failure to do so may result in rejection of bid.

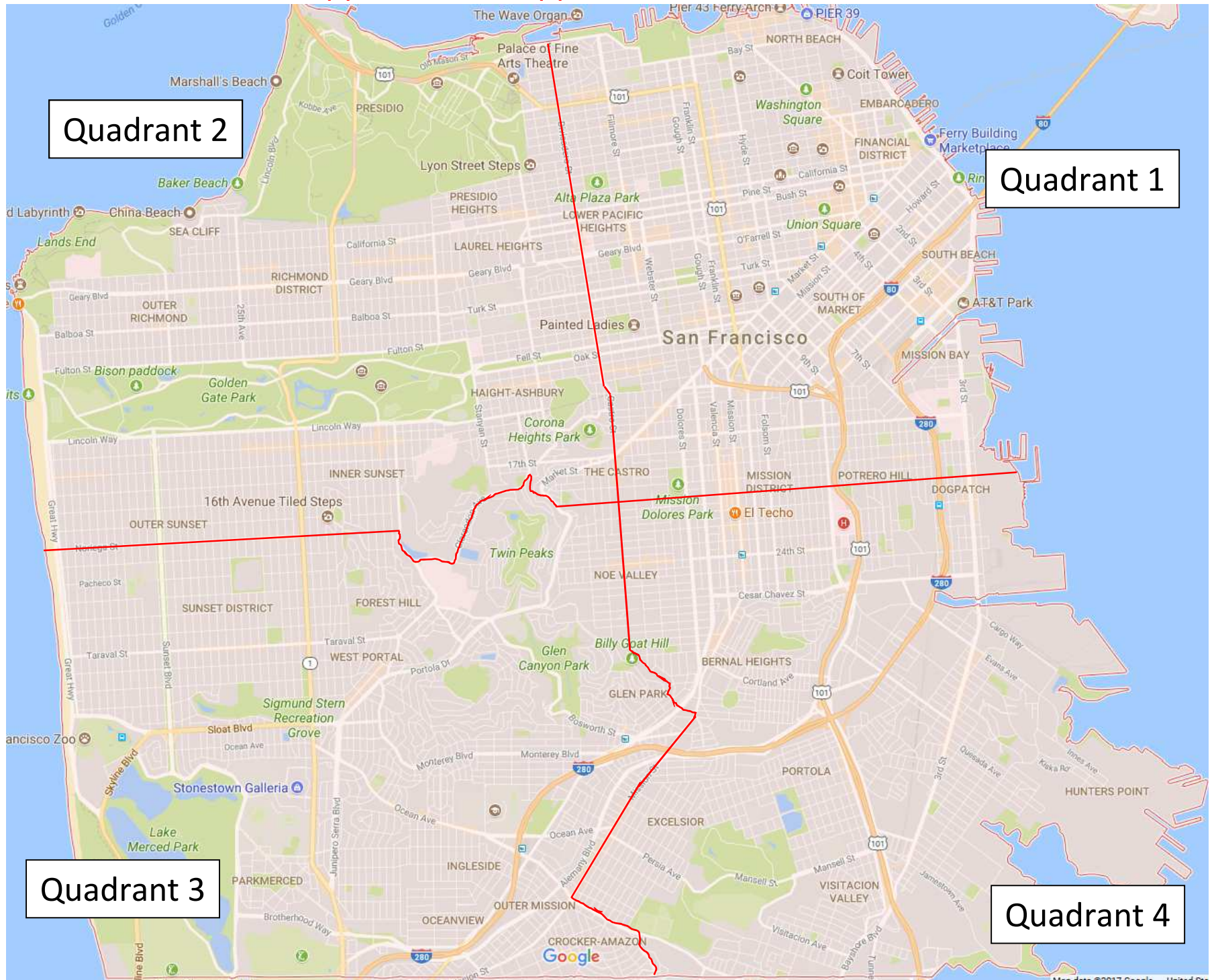
Standard Bid Forms

Before the City can award a contract to any supplier, that supplier must register as a City vendor. Because many Contractors have already completed the necessary registration forms, and because some informational forms are rarely revised, the City has not included them in the bid package. Information and training videos in connection with vendor registration can be found online at <https://sfcitypartner.sfgov.org/>.

Additional information can be found at the following websites:

- Local Business Enterprise certification: <http://sfgov.org/cmd/14b-local-business-enterprise-ordinance>
- S.F. Administrative Code Chapters 12B and 12C Declaration: Nondiscrimination in Contracts and Benefits: <http://sfgov.org/cmd/12b-equal-benefits-program>
- Office of Contract Administration: <http://sfgov.org/oca/>

TC 72121 Appendix 1 – Supplier Service Quadrant Boundaries



Quadrant 2

Quadrant 1

Quadrant 3

Quadrant 4

TC 72121 Appendix 2 – Sample of Group IV, Item 11 & 12 Vehicles







CITY & COUNTY OF SAN FRANCISCO CONTRACT MONITORING DIVISION



CMD ATTACHMENT 3 *Requirements for General Services Contracts*

For Contracts \$300,000 & over that are Advertised on or after August 1, 2016

PART I. GENERAL

1.01 SAN FRANCISCO ADMINISTRATIVE CODE CHAPTERS 12B AND 14B

- A. To be eligible for this contract award, prime proposers must agree to comply with the Local Business Enterprise ("LBE") requirements sanctioned by San Francisco Administrative Code Chapter 12B, Section 12B.4 and Chapter 14B, and its implementing Rules and Regulations. Chapters 12B and 14B are administered and monitored by the San Francisco Contract Monitoring Division ("CMD").
- B. Chapters 12B and 14B and their implementing Rules and Regulations are incorporated by reference herein as though fully set forth and provide that the failure of any proposer or consultant to comply in good faith with these requirements shall be deemed a material breach of contract. Copies of both Chapters 12B and 14B and their implementing Rules and Regulations are available on the CMD website at <http://www.sfgov.org/cmd>.
- C. Chapter 14B allows for a rating discount, referred to in this Attachment 3 as a "rating bonus/bid discount," for CMD certified firms, subject to certain limitations and exceptions. The Certification Application is available on the CMD website at <http://www.sfgov.org/cmd>.

IMPORTANT NOTICE: In this CMD Attachment 3, the term "LBE" refers to only San Francisco ("SF") CMD Certified LBEs and NPEs and, therefore, does not include SFPUC LBEs.

*For assistance with this CMD Attachment
and/or assistance with the Equal Benefits Program,
please contact the CMD Main Office at (415) 581-2310*



1.02 SUBMISSION OF CMD FORMS

- A. **Unless otherwise authorized** by CMD, the proposer must submit the following CMD forms in a separate sealed envelope marked “CMD Forms” with the proposal. Failure to complete or submit any of the CMD Forms may cause the proposal to be deemed non-responsive and ineligible for contract award.

Proposers are responsible for reviewing the specific instructions and requirements on each CMD form.

1. **Form 2A: CMD Contract Participation Form:** Identify LBE subcontractors, vendors, and lower tier subcontractors that the proposal relies on to meet LBE subcontractor participation requirement. Check the appropriate box under rating bonus/bid discount.
2. **Form 2B: CMD “Good Faith Outreach” Requirements Form:** Document solicitation of LBE participation. This form must be submitted for every solicitation that includes LBE subcontractor participation. Proposer shall meet the specified LBE subcontractor participation requirement and shall complete and submit Form 2B in accordance with Form 2B instructions.

In accordance with Section 14B.8(B) of the Administrative Code ("Code"), if a proposer does not demonstrate in its proposal that proposer exceeds the established LBE subcontracting participation requirement by at least 35%, such proposer must demonstrate adequate good faith efforts to meet the LBE subcontracting participation requirement. Such proposer must complete and submit Form 2B as required by Form 2B instructions and must submit all good faith documentation as specified in Form 2B with its proposal. Failure to meet the LBE subcontracting participation requirement and demonstrate/document adequate good faith efforts shall cause the proposal to be determined non-responsive and rejected.

If a proposer demonstrates in its proposal that it exceeds the established LBE subcontracting participation requirement by 35% or more, such proposer is not required to conduct good faith outreach efforts or to submit evidence of good faith efforts. Such proposer shall complete and submit Form 2B as required by Form 2B instructions. **NOTE: A SMALL OR MICRO-LBE PRIME PROPOSER MAY COUNT ITS OWN CONTRACT WORK TOWARD THE 35% GOOD FAITH EFFORTS EXCEPTION.**

- *Example:* The LBE subcontracting requirement is 10%. Good faith efforts requirements will be waived if the Proposer:
 - 1) Meets the 10% LBE subcontracting participation requirement; **AND**
 - 2) Has total LBE participation that equals or exceeds 13.5% of the total proposal amount. The 13.5% represents the 10% LBE subcontracting participation requirement plus 35% of that 10% subcontracting participation requirement.

LBE subcontracting participation requirement set for project	10.0%
35% of the 10% LBE subcontracting participation requirement	3.5%
Total LBE participation must equal or exceed:	13.5%

3. **Form 3: CMD Compliance Affidavit:** Must be signed by Proposer under penalty of perjury.
4. **Form 5: CMD Employment Form:** List the key personnel and responsibilities of the Proposer and Subcontractors.



1.03 CMD LBE UTILIZATION TRACKING SYSTEM AND CONTRACT PERFORMANCE FORMS:

A. LBE Utilization Tracking System

Information regarding the LBEUTS can be found at <http://www.sfgov.org/LBEUTS>

1. **FORM 7: CMD Progress Payment Form:** Primes shall submit online using the LBEUTS with each payment request. Failure to upload this information with each payment request may delay progress payment processing.
 2. **FORM 9: CMD Payment Affidavit:** Following receipt of each progress payment from the Contract Awarding Authority, a Form 9 (or the information on Form 9) must be submitted online using the LBEUTS with the next progress payment request. Subconsultants are then required to acknowledge payment from Primes online using the LBEUTS. Failure to submit required information may lead to partial withholding of progress payment, even if there are no subcontractor payments for the reporting period.
- B. **FORM 8: CMD Exit Report and Affidavit: Submit with final Form 7. A separate Form 8 must be completed for each LBE subcontractor and supplier (including lower-tier subcontractors & suppliers).**
- C. **FORM 10: CMD Contract Modification Form:** This form shall be completed by the Prime Contractor when any (all) amendments, modifications, or supplemental change orders cumulatively increase the original contract amount by more than 20%, and then for all subsequent amendments, modifications or change orders that cumulatively increase the last CMD approved value by 20%.
- D. Failure to submit all required information in the LBEUTS or any contract forms may result in sanctions under Chapter 14B, including but not limited to, withholding of progress and final payments

1.04 "GOOD FAITH OUTREACH" REQUIREMENTS

All proposers shall undertake adequate good faith outreach as set forth in Section 14B.8(C) of the Administrative Code to select subcontractors to meet the LBE subcontracting participation requirement, unless a proposer qualifies for the good faith efforts exception set forth in Section 14B.8(B) for proposers that demonstrate in their proposals that they exceed the established LBE subcontracting participation requirement by 35% or more. Please see example in Section 1.02A.2 above.

Under Section 14B.8(C) of the Code, proposals that do not meet the LBE subcontracting participation requirement set will be rejected as non-responsive unless the CMD Director finds that the proposer diligently undertook adequate good faith efforts required by Chapter 14B and that the failure to meet the participation requirement resulted from an excusable error.

A proposer must contact an LBE before listing that LBE as a subcontractor in the proposal. A proposal that fails to comply with this requirement will be rejected as non-responsive. Proposers are required to submit Form 2B and supporting documentation EVEN IF the LBE subcontracting participation requirement has been met.



1.04 NON COMPLIANCE AND SANCTIONS

A. Non-Compliance with Chapter 14B

1. A complaint of non-compliance concerning LBE participation initiated by any party after contract award will be processed in accordance with Chapter 14B and its implementing rules and regulations.
 - a. If the CMD Director determines that there is cause to believe that a consultant has failed to comply with any of the requirements of the Chapter 14B, CMD Rules and Regulations, or contract provisions pertaining to LBE participation, the CMD Director shall notify the contract awarding authority and attempt to resolve the non-compliance through conference and conciliation.
 - b. If the non-compliance is not resolved through conference and conciliation, the CMD Director shall conduct an investigation and, where the Director so finds, issue a written Finding of Non-Compliance.
 - c. The Director's finding shall indicate whether the consultant acted in good faith or whether noncompliance was based on bad faith noncompliance with the requirements of Chapter 14B, CMD Rules and Regulations, or contract provisions pertaining to LBE participation.
2. Where the Director finds that the consultant acted in good faith, after affording the consultant notice and an opportunity to be heard, the Director shall recommend that the contract awarding authority take appropriate action. Where the Director finds bad faith noncompliance, the Director shall impose sanctions for each violation of the ordinance, CMD rules and regulations, or contract provisions pertaining to LBE participation, which may include:
 - i) suspend a contract;
 - ii) withhold funds;
 - iii) assess penalties;
 - iv) debarment;
 - v) revoke CMD certification; or
 - vi) pursuant to 14B.7(H)(2), assess liquidated damages in an amount equal to the consultant's net profit on the contract, 10% of the total amount of the contract or \$1,000, whichever is greatest as determined by CMD.
3. The Director's determination of non-compliance is subject to appeal to the City Administrator pursuant to CMD Rules and Regulations.
4. An appeal by a consultant to the City Administrator shall not stay the Director's findings.
5. The CMD Director may require such reports, information and documentation from consultants, subcontractors, contract awarding authorities, and heads of departments, divisions, and offices of the City and County as are reasonably necessary to determine compliance with the requirements of Chapter 14B.

B. Procedure for the collection of penalties is as follows:

1. The CMD Director shall send a written notice to the Controller, the Mayor and to all contract awarding authorities or City and County department officials overseeing any contract with the consultant that a determination of non-compliance has been made and that all payments due the consultant shall be withheld.
2. The CMD Director shall transmit a report to the Controller and other applicable City departments to ensure that the liquidated damages are paid to the City.



PART II. RATING BONUS/BID DISCOUNT

2.01 APPLICATION

- A. **Eligibility for the LBE Rating bonus/bid discount:** Certified Small or Micro-LBEs, including certified non-profit organizations, are eligible for an LBE rating bonus/bid discount if the LBE is CMD certified in the type of work specified for the prime bidder by the Contract Awarding Authority. Under certain circumstances, SBA LBE's are eligible for an LBE rating bonus/bid discount. A proposer that has a certification application pending, that has been denied certification, that has had its certification revoked or that is in the process of appealing a CMD denial or revocation at the date and time the proposal is due is not an LBE and is not eligible to receive the rating bonus/bid discount even if the firm is later certified or ultimately prevails in its appeal.
- B. **Application of the Rating bonus/bid discount:** The following rating bonus/bid discount shall apply at each stage of the selection process, i.e., qualifications, proposals, and interviews:
1. **Contracts with an Estimated Cost in Excess of \$10,000 and Less Than or Equal To \$400,000.**
A 10% rating bonus/bid discount will apply to any proposal submitted by a CMD certified Small or Micro-LBE. Proposals submitted by SBA-LBEs are not eligible for a rating bonus/bid discount.
 2. **Contracts with an Estimated Cost in Excess of \$400,000 and Less Than or Equal To \$10,000,000.** A 10% rating bonus/bid discount will apply to any proposal submitted by a CMD certified Small or Micro-LBE. Pursuant to Section 14B.7(E), a 5% rating bonus/bid discount will be applied to any proposal from an SBA-LBE, except that the 5% rating bonus/bid discount shall not be applied at any stage if it would adversely affect a Small or Micro-LBE.
 3. **Contracts with an Estimated Cost In Excess of \$10,000,000 and Less Than or Equal To \$20,000,000.** A 2% rating bonus/bid discount will apply to any proposal submitted by a Small LBE, Micro LBE and SBA-LBE.
- C. The rating bonus/bid discount does not apply for contracts estimated by the Contract Awarding Authority to exceed \$20 million.

PART III SUBCONTRACTOR PARTICIPATION

3.01 SUBCONTRACTOR PARTICIPATION REQUIREMENT

NOTE: FOR PURPOSES OF THE LBE SUBCONTRACTING REQUIREMENTS, "LBE" REFERS TO SMALL AND MICRO-LBES ONLY, UNLESS THE RFP EXPRESSLY ALLOWS FOR SBA-LBE SUBCONTRACTORS TO COUNT TOWARDS THE LBE PARTICIPATION REQUIREMENT.

- A. All proposers shall achieve the LBE subcontractor participation requirement and undertake adequate good faith outreach as set forth in Section 14B.8(D) of the Ordinance to select subcontractors to meet the LBE subcontractor participation requirement unless the proposer meets the good faith outreach exception in Section 14B.8.(B). See example in Section 1.02A.2. The LBE subcontractor participation requirement can only be met with CMD certified Small and Micro-LBEs.

For a directory of certified LBEs, please go to:

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



Proposals that do not meet the LBE subcontractor participation requirement set under 14B.8(A) of the Ordinance will be rejected as non-responsive unless the CMD Director finds that the proposer diligently undertook good faith efforts required by the Ordinance and that the failure to meet the requirement resulted from an excusable error.

- B. Proposers must identify on Form 2A the particular LBE subcontractors and lower tier subcontractors to be utilized in performing the contract, specifying for each the percentage of participation, the type of work to be performed and such information as the CMD reasonably shall require to determine the responsiveness of the proposal. For a bidder to receive credit toward the LBE subconsultant participation requirement, a listed LBE subconsultant must be CMD certified in the scopes of work/trade(s) specified on Form 2A.

The proposer must contact LBE subcontractors prior to listing them. LBEs must be certified with CMD on the proposal due date to receive LBE subcontracting credit. Listing an LBE that is not certified at the date and time the proposal is due will result in the loss of credit for that LBE subcontractor and may result in a non-responsive proposal.

Additionally, subcontractors may be listed by more than one proposer.

- C. A subcontractor that has a certification application pending, that has been denied certification, that has had its certification revoked or that is in the process of appealing a CMD denial or revocation at the date and time the proposal is due is not an LBE and cannot be counted as an LBE for purposes of achieving LBE subcontractor participation requirement even if the firm is later certified or ultimately prevails in its appeal.
- D. Determination and calculation of LBE subcontractor participation:
1. The Small and/or Micro LBE subcontractor shall be listed to perform a specific task(s), which is described in the RFP or RFQ.
 2. All work done by lower-tier Small and/or Micro-LBE subcontractors will be credited toward meeting the participation requirement.

EXAMPLE:

If the total subcontract amount = \$1,000,000,
of which \$200,000 is the lower-tier Small and/or Micro-LBE subcontractor's portion, then
\$200,000 is credited toward the LBE subcontractor participation requirement.

4. If a Proposer owns or controls more than one business that is CMD certified as a Small and/or Micro-LBE, the proposer will not receive credit if it lists its other firms to meet the LBE subcontractor participation requirement when submitting as a prime. In determining ownership of a business, a business owned by proposer's spouse or domestic partner shall be deemed to be owned by the proposer.
5. It is the responsibility of the proposer to verify the subcontractor's LBE certification status.
6. A Small and/or Micro-LBE subcontractor must be certified in the type of work that the Proposer lists the firm for on CMD Form 2A.
7. The Small and/or Micro-LBE subcontractor must be utilized on the contract to perform a commercially useful function. No credit will be given for a LBE that serves as a pass-through.



8. LBE Manufacturers

If a bidder obtains materials, supplies, articles or equipment directly from an LBE manufacturer certified by the CMD as a manufacturer of such items, 100% of the cost of the items will count toward the LBE subcontracting participation requirement, regardless of who installs such items. An LBE manufacturer is a firm that performs a Commercially Useful Function by operating or maintaining a factory or establishment that produces on the premises, the materials, supplies, articles or equipment required under the contract and of the general character described by the specifications. To receive LBE subcontracting participation credit, the bidder must list the LBE manufacturer on Document 00435 or Section 00 43 36 (and Document 00435A or Section 00 43 37, if applicable).

9. LBE Suppliers

- a. If a bidder obtains materials, supplies, articles or equipment from an LBE supplier certified by CMD to supply such items, 60% of the cost of the items will count toward the LBE subcontracting requirement if the LBE supplier performs a Commercially Useful Function by taking possession of the items and assuming the risk of their delivery. An LBE supplier is a firm with the financial and physical capability to purchase, to stock, and to distribute or sell the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract consistent with relevant industry practice in the usual course of business. No LBE subcontracting credit beyond 60% of the cost of materials, supplies, articles or equipment will be credited for any claimed services provided by the LBE supplier. To receive LBE subcontracting participation credit, the bidder must list the LBE supplier on Document 00435 or Section 00 43 36 (and Document 00435A or Section 00 43 37, if applicable).
- b. If a bidder obtains materials, supplies, articles or equipment from an LBE supplier certified by CMD to supply such items, and the supplier performs a Commercially Useful Function by purchasing and selling the items, but does not take possession of the items and assume the risk of their delivery, then the LBE supplier is serving as a broker or agent, and only 5% of the cost of the materials or supplies will count toward the LBE subcontracting participation requirement. No LBE subcontracting credit beyond 5% of the cost of materials or supplies will be credited for any claimed services (including, but not limited to, costs of insurance, warehousing or general maintenance) provided by the LBE supplier/broker. To receive LBE subcontracting credit, the bidder must list the LBE supplier/broker on Document 00435 or Section 00 43 36 (and Document 00435A or Section 00 43 37, if applicable).
- c. For CMD-certified LBE equipment rental firms, 60% of the equipment rental fee (current market rate) of equipment owned by the LBE equipment rental firm will be credited towards the LBE subcontracting participation requirement. To receive LBE subcontracting credit, the bidder must list the LBE equipment rental firm on Document 00435 or Section 00 43 36 (and Document 00435A or Section 00 43 37, if applicable).

10. A Small and/or Micro-LBE Prime proposer must meet the LBE subcontractor participation requirement. A Small and/or Micro LBE Prime proposer may not count its participation towards meeting the LBE subcontractor participation requirement.



11. A Small and/or Micro-LBE Prime proposer may count its participation towards meeting the good faith outreach exception set forth in 14B.8(B).

E. Substitution, removal, or contract modification of LBE:

No LBE subcontractor listed on Form 2A shall be substituted, removed from the contract or have its contract, purchase order or other form of agreement modified in any way without prior CMD approval. Additionally, no new subcontractors shall be added without prior CMD approval.



FORM 2A: CMD CONTRACT PARTICIPATION FORM

Section 1: This form must be submitted with the proposal or the proposal may be deemed non-responsive and rejected. Prime Proposer, Subcontractor, Vendors, and lower sub tiers must be listed on this form. Only CMD certified Small and/or Micro-LBEs can be used to meet the LBE subcontractor participation requirement unless the solicitation allows for SBA-LBE subcontractors to count towards the LBE participation requirement. A Small and/or Micro- LBE Prime proposer must meet the LBE subcontractor participation requirement. A Small and/or Micro-LBE Prime proposer may not count its own participation towards meeting the LBE subcontractor participation requirement. Be sure to check the appropriate box for rating bonus/bid discount. If more space is needed, attach additional copies of this form. This form must also be completed and submitted for all contract modifications which exceed the original contract amount by more than 20%.

Contract:		RATING BONUS/BID DISCOUNT
Firm:		<input type="checkbox"/> LBE 10%
Contact Person:		<input type="checkbox"/> No Rating bonus/bid discount Requested
Address:		LBE Participation Requirement %
City/ZIP		
Phone		

*Type: Identify if prime (P), Subcontractor (S), or Vendor (V)

TYPE *	Firm	PORTION OF WORK (describe scope(s) of work)	% OF WORK	INDICATE LBE YES/NO	If an LBE, Identify MBE, WBE, or OBE **	% OF LBE SUBWORK (CARRY-OVER FROM % OF WORK COLUMN)
			%			%
			%			%
			%			%
			%			%
Total % of Work: 100%				Total LBE Subcontracting%		%

I declare, under penalty of perjury under the laws of the State of California, that I am utilizing the above Consultants for the portions of work and amounts as reflected in the Proposal for this Contract.

Owner/Authorized Representative (Signature): _____ Date: _____

Print Name and Title: _____

** MBE = Minority Business Enterprise, WBE = Women Business Enterprise, OBE = Other Business Enterprise. See CMD website <http://sfov.org/cmd> for each firm's status.



Section 2. Prime Proposer, Subcontractor, and Vendor Information

Provide information for each firm listed in Section 1 of this form. Firms which have previously worked on City contracts may already have a vendor number. Vendor numbers of LBE firms are located in the CMD LBE website at <http://www.sfgov.org/cmd>. Use additional sheets if necessary.

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____



FORM 2B: "GOOD FAITH OUTREACH" REQUIREMENTS FORM

This "Good Faith Outreach" form, along with the required supporting documentation must be completed and submitted per the instructions in this form **EVEN IF** the LBE subcontracting participation requirement has been met (*Section 14B.8 of the San Francisco Administrative Code*). Proposers may obtain a list of certified LBEs from the CMD website: <http://www.sfgov.org/cmd>

SECTION A

Under Section 14B.8(B) of the Administrative Code, the good faith outreach exception states that if a proposer demonstrates total LBE participation that exceeds by 35% the established LBE subcontractor participation requirement for the project, the proposer is not required to conduct good faith outreach efforts or to submit evidence of good faith outreach efforts. Note that a Small or Micro-LBE prime proposer may count its own Contract Work toward the 35% good faith outreach exception. Please see example in CMD Attachment 3, Section 1.02A.2.

Does your proposal demonstrate that you have exceeded the established LBE subcontractor participation requirement by 35% or more in accordance with Section 14B.8(B)? YES* NO

If the answer is yes, please check "YES", above, and complete Section C (if applicable) and Section D of this Form. If the answer is no, please check "NO", above, and complete Sections B and D of this Form, and submit all required supporting documentation in accordance with the instructions in Section B.

* Note: An answer of "YES", above, is subject to verification by CMD. If the CMD determines that proposer did not exceed the LBE subcontractor participation requirement by at least 35% and proposer either failed to undertake adequate good faith outreach efforts or failed to submit supporting documentation with its proposal as required by Section B, items 2 and 4, below, then proposer's proposal shall be declared non-responsive **AND INELIGIBLE FOR CONTRACT AWARD.**

NOTE: "LBE" REFERS TO SMALL AND MICRO-LBES ONLY, UNLESS THE SOLICITATION ALLOWS FOR SBA-LBE SUBCONTRACTORS TO COUNT TOWARDS THE LBE PARTICIPATION REQUIREMENT.

SECTION B

All proposers that do not qualify for the good faith outreach exception set forth in Section 14B.8(B) of the Administrative Code must complete this Section B and submit supporting documentation as required.

A proposer must achieve at least 80 points, as determined by CMD, to be deemed compliant with the "good faith outreach" requirements. A proposer who fails to achieve at least 80 points will be declared non-responsive, and the proposal will be rejected. Please check yes or no for each item listed below.

1. Did your firm attend the pre-proposal meeting scheduled by the City to inform all proposers of the LBE program requirements for this project? If the City does not hold a pre-proposal meeting, all proposers will receive 15 points.	<input type="checkbox"/> Yes (15 Points)	<input type="checkbox"/> No (0 Points)
2. Did your firm advertise, not less than 10 calendar days before the due date of the proposal, in one or more daily or weekly newspapers, trade association publications, LBE trade oriented publications, trade journals, or other media, such as: Small Business Exchange, or the Bid and Contracts Section of the Office of Contract Administration's website (http://mission.sfgov.org/OCABidPublication/)? If so, <u>please enclose a copy of the advertisement.</u> <i>The advertisement must provide LBEs with adequate information about the project.</i> If the City gave public notice of the project less than 15 calendar days prior to the proposal due date, no advertisement is required, and all proposers will receive 10 points.	<input type="checkbox"/> Yes (10 points)	<input type="checkbox"/> No (0 Points)



<p>3. Did your firm identify and select work types (as categorized in CMD’s LBE Directory) to meet the LBE subcontractor participation requirement? If so, please identify the work types below:</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p><input type="checkbox"/> Yes (10 points)</p>	<p><input type="checkbox"/> No (0 Points)</p>
<p>4. Did your firm contact LBE firms (LBE firms include MBEs, WBEs and OBEs) for the identified work types (see #3 above), not less than 10 calendar days prior to the due date of the proposal? If so, <u>please include documentation (i.e. phone logs, emails, faxes, etc.) to verify that contacts were made.</u> The purpose of contacting LBE firms is to provide notice of interest in proposing for this project.</p> <p>A proposer who contacts those LBE firms certified in the identified work types, not less than 10 calendar days prior to due date of the proposal, will receive up to 45 points. If a proposer does not comply with paragraphs a. & b. below, one point will be deducted for each LBE firm within each identified work type that is not contacted.</p> <p>a. If there are less than 25 firms within an identified work type, a proposer should contact all of them.</p> <p>b. If there are 25 or more firms within an identified work type, a proposer should notify at least 25 firms within such identified work type.</p> <p>If a proposer does not contact any LBE firms, the proposer will receive no points. When contacting LBEs, you should provide adequate information about the project. If the City gave public notice of the project less than 15 calendar days prior to the proposal due date, the allocation of points above still applies, except that the proposer may contact those LBE firms certified in the identified work types less than 10 calendar days prior to the due date of the proposal.</p>	<p><input type="checkbox"/> Yes (Up to 45 points)</p>	<p><input type="checkbox"/> No (0 Points)</p>
<p>5. Did your firm follow-up and negotiate in good faith with interested LBEs? If so, <u>please include documentation (i.e. phone logs, emails, faxes, etc.) to verify that follow-up contacts were made.</u> If applicable, your follow-up contact with interested LBEs should provide information on the City’s bonding and financial assistance programs.</p> <p>For each interested LBE firm that the proposer does not follow-up with, a point will be deducted.</p> <p>A proposer who does not perform any follow-up contact with interested LBEs will receive no points.</p> <p>*"Interested LBE" shall mean an LBE firm that expresses interest in being a subcontractor to the proposer.</p>	<p><input type="checkbox"/> Yes (Up to 20 points)</p>	<p><input type="checkbox"/> No (0 Points)</p>
<p>6. A proposer shall submit the following documentation with this form:</p> <p>(1) Copies of all written proposals submitted, including those from non-LBEs;</p> <p>(2) If oral proposals were received, a list of all such proposals, including those from non-LBEs. The work type and dollar amounts for each such proposal must be specified; and</p> <p>(3) A full and complete statement of the reasons for selection of the subcontractors for each work type. If the reason is based on relative qualifications, the statement must address the particular qualification at issue.</p>		



SECTION C

If a Small or Micro-LBE prime proposer checks "YES" in Section A, above, and is relying on self-performed Contract Work to meet the 35% good faith efforts outreach exception, such Small or Micro-LBE prime proposer should indicate the total value of Contract Work that proposer will perform with its own forces in the space below:

 % of work

SECTION D

Contract Name: _____

Contract No.: _____

Signature of Owner/Authorized Representative: _____

Owner/Authorized Representative (Print): _____

Name of Firm (Print): _____

Title and Position: _____

Address, City, ZIP: _____

E-mail: _____

Date: _____



FORM 3: CMD COMPLIANCE AFFIDAVIT

1. I will ensure that my firm complies fully with the provisions of Chapter 14B of the San Francisco Administrative Code and its implementing Rules and Regulations and attest to the truth and accuracy of all information provided regarding such compliance.
2. Upon request, I will provide the CMD with copies of contracts, subcontract agreements, certified payroll records and other documents requested so the HRC and CMD (as applicable) may investigate claims of discrimination or non-compliance with either Chapter 12B or Chapter 14B.
3. I acknowledge and agree that any monetary penalty assessed against my firm by the Director of the Contract Monitoring Division shall be payable to the City and County of San Francisco upon demand. I further acknowledge and agree that any monetary penalty assessed may be withheld from any monies due to my firm on any contract with the City and County of San Francisco.
4. I declare and swear under penalty of perjury under the laws of the State of California that the foregoing statements are true and correct and accurately reflect my intentions.

Signature of Owner/Authorized Representative: _____

Owner/Authorized Representative (Print) _____

Name of Firm (Print) _____

Title and Position _____

Address, City, ZIP _____

Federal Employer Identification Number (FEIN): _____

Date: _____



FORM 5: CMD EMPLOYMENT FORM

This form is to be submitted with the proposal.

1. Indicate key personnel designated to work on this project for the entire project team (prime proposer, joint venture partners, subcontractors, and vendors).

The employees listed should include all those listed in other sections of the proposal.

NAME OF FIRM	NAME OF EMPLOYEE	PROJECT ROLE	RACE	SEX

Sign below including each joint venture partner.

 Owner/Authorized Representative (Signature)

 Owner/Authorized Representative (Signature)

 Name and Title (Print)

 Name and Title (Print)

 Firm Name

 Firm Name

 Telephone

 Date

 Telephone

 Date



FORM 7: CMD PROGRESS PAYMENT FORM

To be submitted electronically using the LBEUTS. FOR INFORMATION VISIT [HTTP://WWW.SFGOV.ORG/LBEUTS](http://www.sfgov.org/lbeuts).

TRANSMITTAL

TO: Project Manager/Designee COPY TO: CMD Contract Compliance Officer
 Firm: _____ Date: _____

SECTION 1. Fill in all the blanks

Contract Number: _____ Contract Name: _____

Reporting Period From: _____ To: _____ Progress Payment No: _____

The information submitted on Sections 1 and 2 of this form must be cumulative for the entire contract as opposed to individual task orders. Additionally, the information submitted on Sections 1 and 2 of this form must be consistent. See next page for Section 2.

- | | | |
|---|----|-------|
| 1. Original Contract Award Amount: | \$ | _____ |
| 2. Amount of Amendments and Modifications to Date: | \$ | _____ |
| 3. Total Contract to Date including Amendments and Modifications (Line 1 + Line 2): | \$ | _____ |
| 4. Sub-total Amount Invoiced this submittal period: Professional Fees | \$ | _____ |
| 5. Sub-total Amount Invoiced this submittal period: Reimbursable Expenses | \$ | _____ |
| 6. Gross Amount Invoiced this submittal period (Line 4 + Line 5): | \$ | _____ |
| 7. All Previous Gross Amounts Invoiced: | \$ | _____ |
| 8. Total Gross Amounts of Progress Payments Invoiced to Date (Line 6 + Line 7): | \$ | _____ |
| 9. Percent Completed (Line 8 ÷ Line 3): | % | _____ |

Consultant, including each joint venture partner, must sign this form.

 Owner/Authorized Representative (Signature)

 Name (Print)

 Title (Print)

 Firm Name

 Owner/Authorized Representative (Signature)

 Name (Print)

 Title (Print)

 Firm Name

 Telephone

 Fax

 Date

 Telephone

 Fax

 Date



SECTION 2. For column "A", list the Prime Consultant, each joint venture partner and ALL subconsultants and vendors including 2nd and 3rd tier subconsultants. Make copies if more space is needed. Prime Consultant must retain copies of all the prime and subconsultant invoices supporting the information tabulated for this progress payment. CMD reserves the right to request and review this information up to five (5) years following project completion and, upon request, Prime Consultant shall submit the requested information to CMD within 10 business days.

Notes: 1) ALL firms must be CONTINUOUSLY listed on column "A" regardless if a firm is not requesting payment and
 2) Failure to submit all required information may lead to partial withholding of progress or final payment.

Identify LBE Participation Requirement of this contract: %

A	B	C	D	E	F	G	H
Name of Firm. List prime contractor and all subcontractors including lower tier LBEs. Indicate if the firm is an LBE.	Service Performed	Amount of Contract or Purchase Order at Time of Award	Amount of Modifications to Date	Total Amount of Contract or Purchase Order to Date +/- Modifications (C + D) or (C-D)	Amount Invoiced this Reporting Period	Amount Invoiced to Date, including Amount Invoiced this Reporting Period (F).	Percent Complete to Date (G÷E)
							%
							%
							%
							%
							%
							%
							%
							%
LBE Sub-Totals							%
Professional Fees							
Reimbursable Expenses							%
CONTRACT TOTALS							%



FORM 9: CMD PAYMENT AFFIDAVIT

To be submitted electronically using the LBEUTS. FOR INFORMATION VISIT [HTTP://WWW.SFGOV.ORG/LBEUTS](http://www.sfgov.org/lbeuts).

TO: Project Manager/Designee
 Firm: _____

COPY TO: CMD Contract Compliance Officer
 Date: _____

List the following information for each progress payment received from the Contract Awarding Authority. Use additional sheets to include complete payment information for all LBE subcontractors and vendors (including lower tiers utilized on this Contract. Failure to submit all required information may lead to partial withholding of progress payment.

Contract Number: _____ Contract Name: _____

Contract Awarding Department: _____

Progress Payment No.: _____ Period Ending: _____

Amount Received: \$ _____ Date: _____ Warrant/Check No.: _____

Check box and sign below if there is no sub payment for this reporting period.

Subcontractor/Vendor Name	Business Address	Amount Paid	Payment Date	Check Number
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		

I/We declare, under penalty of perjury under the laws of the State of California that the above information is complete, that the tabulated amounts paid to date are accurate and correct.

Prime consultant, including each joint venture partner, must sign this form (use additional sheets if necessary)

 Owner/Authorized Representative (Signature)

 Name (Print) Title

 Firm Name

 Telephone Date

 Owner/Authorized Representative (Signature)

 Name (Print) Title

 Firm Name

 Telephone Date



FORM 8: CMD EXIT REPORT AND AFFIDAVIT

Prime Consultant must complete and sign this form (Sections 1 and 4) for each LBE subcontractor (incl. lower tier LBEs). All LBEs must complete and sign Sections 2 and 3 of this form. These forms should be submitted to the Contract Awarding Authority with the final progress payment request.

TO: Project Manager/Designee COPY: CMD Contract Compliance Officer
 FROM (Consultant): _____ Date Transmitted: _____

SECTION 1. Please check this box if there are no LBE subcontractors for this contract:

Reporting Date: _____ Contract Name: _____
 Name of LBE: _____ Portion of Work (Trade): _____
 Original LBE Contract Amount: \$ _____
 Change Orders, Amendments, Modifications \$ _____
 Final LBE Contract Amount: \$ _____
 Amount of Progress Payments Paid to Date: \$ _____
 Amount Owing including all Change Orders, Amendments and Modifications \$ _____

Explanation by Consultant if the final contract amount for this LBE is less than the original contract amount:

SECTION 2. Please check one:

- I did NOT subcontract out ANY portion of our work to another subcontractor.
 I DID subcontract out our work to:

Name of Firm: _____ Amount Subcontracted: \$ _____
 Name of Firm: _____ Amount Subcontracted: \$ _____

SECTION 3. To be signed by the LBE Subcontractor and or vendor:

- I agree I disagree

Explanation by LBE if it is in disagreement with the above explanation, or with the information on this form. LBE must complete this section within 5 business days after it has received it from the Prime. It is the LBE's responsibility to address any discrepancies within 5 business days concerning the final amount owed. If the LBE fails to submit the form within 5 business days, the Prime will note this on the form and submit the form as is with the final progress payment:

 Owner/Authorized Representative (Signature)

 Name and Title (Print)

 Firm Name

 Telephone

 Date



SECTION 4.

If this form is submitted without the LBE's signature, the Prime must enclose verification of delivery of this form to the subcontractor.

I declare, under penalty of perjury under the laws of the State of California, that the information contained in Section 1 of this form is complete, that the tabulated amounts paid to date are accurate and correct, and that the tabulated amounts owing will be paid within three (3) days after receipt of the City's final payment under the Contract.

Owner/Authorized Representative (Signature)

Name and Title (Print)

Firm Name

Telephone

Date



FORM 10: CMD CONTRACT MODIFICATION FORM

Consultant must submit this form with the required supporting documentation and obtain prior CMD approval when processing amendments, modifications or change orders that cumulatively increase the original contract amount by more than 20%, and then for all subsequent amendments, modifications or change orders that cumulatively increase the last CMD approved value by 20%. This form must be completed prior to the approval of such amendments, modifications or change orders.

Name of Project/Contract Title: _____

Original Contract Amount: _____

Contract Amount as Modified to Date: _____

Amount of Current Modification Request: _____

REQUIRED ATTACHMENTS:

1. A list reflecting the new overall contract amounts for the prime contractor, subcontractors, and vendors.
2. A list of all prior contract amendments, modifications, supplements and/or change orders leading up to this modification, including those leading up to the amendment which increased the original contract amount by more than 20%.
3. A spreadsheet showing each firm's participation for the overall contract, including each firm's participation to date and proposed participation under the modification.
4. A brief description of the work to be performed under this amendment, modification, or change order.

 Owner/Authorized Representative (Signature)

 Name (Print) Title

 Firm Name

 Telephone Date

 Owner/Authorized Representative (Signature)

 Name (Print) Title

 Firm Name

 Telephone Date

TC72121 Attachment A[Print](#)

San Francisco Public Works Code

ARTICLE 4.1:
INDUSTRIAL WASTE

- Sec. 118. Purpose.
- Sec. 119. Definitions.
- Sec. 120. Authority of the General Manager.
- Sec. 121. Emergency Actions.
- Sec. 122. Right to Enter Premises.
- Sec. 123. Limitations and Prohibitions.
- Sec. 124. Permit Provisions.
- Sec. 125. Permit Process.
- Sec. 126. Registration by Wastewater Producers.
- Sec. 127. Reporting and Sampling Requirements.
- Sec. 128. Variances.
- Sec. 129. General Manager's Hearings.
- Sec. 130. General Manager's Hearings for Rules and Regulations.
- Sec. 131. Industrial Waste Review Board.
- Sec. 132. Enforcement and Cost Reimbursement.
- Sec. 133. Penalties.
- Sec. 134. Liens.
- Sec. 135. Newspaper Notification of Violations.
- Sec. 136. Disclosure of Information.
- Sec. 137. Retention of Discharger Information.
- Sec. 138. Severability.
- Sec. 139. Citizen Enforcement Actions.
- Sec. 140. Control of Fats, Oils and Grease.
 - Sec. 140.1. Applicability.
 - Sec. 140.2. Definitions.
 - Sec. 140.3. Prohibitions and Limitations.
 - Sec. 140.4. General Requirements.
 - Sec. 140.5. Grease Capturing Equipment Requirements.
 - Sec. 140.6. New Construction, Changes in Ownership, and Remodeling.
 - Sec. 140.7. Maintenance and Operations.

TC72121 Attachment A

SEC. 118. PURPOSE.

The purpose of this Article and the City's industrial waste pretreatment program is to protect human health and the environment by preventing the discharge of pollutants into the sewerage system that would: (i) obstruct or damage the system; (ii) interfere with, inhibit or disrupt treatment facilities and processes, or the processing, use or disposal of sludge; (iii) pass through the sewerage system and contribute to violations of regulatory requirements imposed on the City; or (iv) otherwise harm, or threaten to harm human health or the environment.

(Added by Ord. 19-92, App. 1/23/92; amended by Ord. 116-97, App. 3/28/97)

SEC. 119. DEFINITIONS.

For the purpose of this Article, the following definitions shall apply:

- (a) **Act.** The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et seq.
- (b) **Approved Side Sewer.** A sewer constructed and maintained in accordance with applicable City laws and regulations.
- (c) **Baseline Monitoring Report.** A comprehensive report submitted to the General Manager by certain dischargers pursuant to Section 127. This report shall comply with the requirements of federal regulations at 40 CFR 403.12(b)(1990), which is incorporated by reference in this Article.
- (d) **Bioaccumulative Toxic Substance.** A toxic substance that concentrates in living organisms through direct assimilation or accumulation in the food chain, as defined in Title 22, California Code of Regulations and any amendments thereto.
- (e) **Biochemical Oxygen Demand (BOD) Test.** The empirical bioassay-type procedure specified in federal regulations at 40 CFR Part 136 (1990) that measures the dissolved oxygen consumed by microbial life while assimilating and oxidizing the organic matter present.
- (f) **Categorical Pretreatment Standard or Pretreatment Standard.** A regulation containing pollutant discharge limits promulgated by the United States Environmental Protection Agency (EPA) in accordance with Sections 307(b) and (c) of the Act.
- (g) **City.** The City and County of San Francisco.
- (h) **Class I Permit.** An order issued by the General Manager that grants a significant industrial user permission to discharge into the City's sewerage system.
- (i) **Class II Permit.** An order issued by the General Manager that grants a minor discharger permission to discharge into the City's sewerage system.
- (j) **Department.** Unless otherwise stated, the Public Utilities Commission of the City and County of San Francisco.
- (k) **General Manager.** The General Manager of the Public Utilities Commission of the City, or a designated representative of the General Manager.
- (l) **Discharge.** The direct or indirect introduction of pollutants or wastewater into the sewerage system.

TC72121 Attachment A

(m) **Discharger.** The owner of record, lessee, sublessee, mortgagee in possession, or any person, whether located within or outside City boundaries, that (i) discharges or threatens to discharge pollutants into the sewerage system, or (ii) is responsible for the process which directly or indirectly introduces pollutants into the sewerage system.

(n) **Flammable or Explosive Substances.** Pollutants which create a fire or explosion hazard in the sewerage system, including, but not limited to, pollutants with a closed cup flashpoint of less than 140 Fahrenheit (60 Celsius), as determined by a Pensky-Martens Closed Cup Tester, using the test method specified in ASTM Standard D-93-79 or D-93-80 or a Setaflash Closed Cup Tester, using the test method specified in ASTM Standard D-3828-81.

(o) **Grab Sample.** An individual sample of wastewater collected over a period of time not exceeding 15 minutes, as defined in federal regulations at 40 CFR 403.7(d)(2)(iv) (1990).

(p) **Hydrocarbon Oil and Grease.** The empirical test for that fraction of total recoverable oil and grease that is of a petroleum nature as specified in federal regulations at 40 CFR Part 136 (1990).

(q) **Industrial User.** Used interchangeably with Discharger.

(r) **Interference.** An inhibition or disruption of the sewerage system, treatment processes or operations, or sludge processes, including the use or disposal of sludge, which causes or threatens to cause a violation of any requirement of the City's permits to operate sewage treatment facilities as defined by State or federal laws and regulations. Violations include, but are not limited to, an increase in the magnitude or duration of a violation and the prohibition of City use or disposal of sludge.

(s) **Minor Discharger.** A discharger other than a significant industrial user.

(t) **New Source.** Any person who becomes or may become a discharger subject to this Article under the following circumstances:

(i) The person proposes to discharge wastewater into the sewerage system or submits a Class I or Class II permit application for the proposed initial wastewater discharge from any location, or (ii) the person submits a permit application for a proposed discharge of trucked waste under Section 124(d), or (iii) the person is notified that a proposed discharge, or a modification or addition to an existing discharge, will be subject to Categorical Pretreatment Standards pursuant to a certification under 40 CFR 403.6 (1990), or any amendment thereto, or (iv) the discharge results from a new source as defined in 40 CFR 403.3(k) (1990), regardless of when a permit application is submitted, or (v) the discharge is determined to be subject to any new source requirements of this Article by the General Manager.

(u) **Ninety Day (90-Day) Compliance Report.** A compliance report submitted to the General Manager by certain dischargers pursuant to Section 127(d) or a permit, notifying the General Manager whether compliance has been or is being achieved. For Class I permittees, this report shall comply with the requirements of federal regulations at 40 CFR 403.12(d) (1990), which are incorporated by reference in this Article.

(v) **NPDES (National Pollutant Discharge Elimination System) Permit.** Any permit issued to the City by the United States Environmental Protection Agency or the State of California, applicable to the City's discharges from the sewerage system into the receiving waters pursuant to Section 402 of the Act.

(w) **Order.** A written determination, revocation, authorization, permission, or document issued by the General Manager pursuant to this Article.

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(x) **Pass-Through.** A discharge that enters receiving waters through the sewerage system in quantities or concentrations which alone, or in combination with a discharge or discharges from other sources, causes or threatens to cause a violation of the City's NPDES permits, including an increase in the magnitude or duration of a violation.

(y) **Permit.** Authorization issued to a discharger by the General Manager pursuant to Sections 124 and 125 allowing the discharge of wastewater into the City's sewerage system in accordance with all applicable laws and regulations.

(z) **Person.** An individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate, any group or a combination acting as unit, the United States of America, the State of California and any political subdivision of either thereof, or any public entity organized pursuant to the laws of the United States of America or the State of California.

(aa) **Pollutant.** The term pollutant means dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, any substances listed in Section 123(a), (b), (c) or (e) of this Article, and industrial, municipal, or agricultural waste, which is or may be introduced into the City's sewerage system.

(bb) **Properly Ground Garbage.** The wastes from the preparation, cooking, and dispensing of food which has been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in the sewerage system.

(cc) **Quarterly Reports.** Reports submitted by a Class I permit holder to the General Manager as provided in EPA regulations at 40 CFR 403.12(e) (1990), which are incorporated by reference in this Article.

(dd) **Receiving Waters.** The waters contiguous to the City, including, but not limited to, Central Basin, China Basin, India Basin, Islais Creek Channel, the Pacific Ocean, San Francisco Bay, South Basin, and South Bay.

(ee) **Sewerage System.** All public facilities for collecting, transporting, treating and disposing of stormwater and pollutants in wastewater. The sewerage system includes facilities owned and operated by public entities other than the City, where such facilities direct wastewater into the sewerage system and are subject to the jurisdiction of the City as defined by law, contract, or interjurisdictional agreement.

(ff) **Sewer Service Charge.** The charge assessed for collecting, transporting, treating and disposing of wastewater in accordance with this Article, Articles 4.2 and 4.3 of the Public Works Code, as amended from time to time, and annual rate resolutions adopted by the Board of Supervisors.

(gg) **Significant Industrial User.** A person that is:

- (1) Subject to Categorical Pretreatment Standards; or
- (2) Discharges 25,000 gallons per day or more of wastewater, excluding sanitary, noncontact cooling and boiler blowdown wastewater; or
- (3) Discharges wastewater that constitutes five percent or more of the average dry-weather hydraulic or organic (BOD, TSS) capacity of the tributary water pollution control plant; or
- (4) Discharges a wastestream that, in the opinion of the General Manager, will or may adversely

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affect the sewerage system by causing interference, pass-through of pollutants, sludge contamination, or endangerment of City workers.

(hh) **Significant Noncompliance.** For purposes of Section 135 of this Article, a discharger is in significant noncompliance if its violation meets one or more of the following criteria:

(1) Chronic violations of wastewater discharge limits; defined here as those in which 66 percent or more of all of the measurements taken during a six-month period exceed (by any magnitude) the daily maximum limit or the average limit for the same pollutant parameter;

(2) Technical review criteria (TRC) violations; defined here as those in which 33 percent or more of all of the measurements taken during a six-month period equal or exceed the product of the daily average maximum limit or the average limit times the applicable TRC (TRC = 1.4 for BOD, TSS, fats, oil and grease, and 1.2 for all other pollutants except pH);

(3) Any other violation of a discharge limitation that the General Manager believes has caused, alone or in combination with other discharges, interference or pass-through (including endangering the health of Department personnel or the general public);

(4) Any discharge of a pollutant that may cause imminent endangerment to human health, welfare or to the environment and has resulted in the General Manager's exercise of his or her emergency authority to halt or prevent such a discharge;

(5) Violation, by 90 days or more after the schedule date, of a compliance schedule milestone contained in any permit or order issued by the General Manager, for starting construction, completing construction, or attaining final compliance;

(6) Failure to provide required reports such as baseline monitoring reports, 90-day compliance reports, quarterly monitoring reports, compliance schedule progress reports, and any other reports required by the General Manager within 30 days of the due date;

(7) Failure to accurately report noncompliance; or

(8) Any other violations or group of violations which the General Manager determines will adversely affect the operation of the sewerage system or implementation of this Article.

(ii) **Sludge or Sewage Sludge.** A liquid, semisolid or solid residue that contains material removed during the treatment of wastewater discharged from domestic and nondomestic sources.

(jj) **Soluble Threshold Limit Concentration (STLC).** The concentration of a solubilized and extractable bioaccumulative or persistent toxic substance which, if equaled or exceeded in a waste, renders the waste hazardous as defined in Title 22, California Code of Regulations and its amendments.

(kk) **Total Recoverable Oil and Grease.** The empirical test for oil and grease, whether petroleum based or otherwise, as defined by EPA analytical methodology provided in federal regulations at 40 CFR Part 136 (1990).

(ll) **Total Suspended Solids (TSS) Test.** The empirical test for total suspended solids (or nonfilterable residue), specified in federal regulations at 40 CFR Part 136 (1990) that defines those solids that are retained by a glass filter and dried to constant weight at 103-105 degrees Celsius.

(mm) **Trucked Waste Discharger.** Persons who discharge wastewater into the sewerage system by truck hauling, rail access, a dedicated pipeline, or any means other than an approved side sewer.

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(nn) **Wastewater.** Water containing pollutants, including sanitary waste and stormwater, which is or may be discharged into the sewerage system by any person subject to this Article.

(Added by Ord. 19-92, App. 1/23/92; amended by Ord. 116-97, App. 3/28/97)

SEC. 120. AUTHORITY OF THE GENERAL MANAGER.

(a) The General Manager is authorized to administer and enforce the provisions of this Article; to conduct an industrial waste pretreatment program; to issue permits containing discharge requirements, indemnification and surety provisions and other conditions; to deny or revoke any permits, orders or variances issued pursuant to this Article; to promulgate local limitations imposing specific discharge requirements; to enforce the provisions of this Article by any lawful means available for such purpose; to monitor and inspect any wastewater discharger; to require dischargers to perform and submit for the General Manager's review and approval wastestream and process environmental audits and to require dischargers to implement any objectives, including reclamation and waste minimization objectives, identified by the audits; and to promulgate such orders, rules and regulations necessary to accomplish the purposes of this Article in accordance with the requirements that have been or may be promulgated by federal or state legislatures, the Environmental Protection Agency, the State Water Resources Control Board, the Regional Water Quality Control Board for the San Francisco Bay Region or other authorized agencies.

(b) The General Manager is authorized to require the construction and use of pretreatment systems or devices to treat wastewater prior to discharge to the sewerage system when necessary to restrict or prevent the discharge of wastewater in violation of the Categorical Pretreatment Standards or exceeding the limits established by this Article, or to distribute wastewater discharges over a period of time. The General Manager may require any discharger to develop a compliance schedule containing dates for the commencement and completion of major events leading to the construction and operation of pretreatment systems or devices necessary for compliance with the provisions of this Article in the shortest time possible. No compliance schedule shall allow more than nine months between any two major event dates. All proposed pretreatment systems or devices shall be subject to the review and comment of the General Manager, but such review shall not relieve a discharger of the responsibility for taking all steps necessary to comply with all applicable wastewater discharge limitations and standards pursuant to this Article and other laws. All required pretreatment systems or devices shall be installed, operated and maintained at the discharger's expense.

(c) The General Manager may, by permit or order, require a discharger to construct, in accordance with current City standards and at the discharger's expense, a monitoring facility in each side sewer in the street or sidewalk area, or in areas further upstream on the discharger's property, for wastewater monitoring purposes. The construction shall be completed within the time set forth in the permit or order.

(d) Any permit may be revoked, modified or suspended by the General Manager, in addition to other remedies provided by law, when such action is necessary to stop a discharge or a threatened discharge that may present a hazard to the public health, safety, welfare, natural environment, or sewerage system, to prevent or stop violations of this Article, or to implement programs or policies required or requested of the City by appropriate state or federal regulatory agencies.

(Added by Ord. 19-92, App. 1/23/92; amended by Ord. 116-97, App. 3/28/97)

SEC. 121. EMERGENCY ACTIONS.

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The General Manager is authorized to take all necessary actions to immediately and effectively halt or prevent any discharge or threatened discharge of pollutants to the sewerage system that may be an imminent endangerment to the health or welfare of persons or to the environment, or that interferes or threatens to interfere with the operations of the sewerage system. The discharger shall immediately cease undertaking such action or discharge of any wastewater presenting such a hazard upon verbal or written notification by the General Manager.

(Added by Ord. 19-92, App. 1/23/92; amended by Ord. 116-97, App. 3/28/97)

SEC. 122. RIGHT TO ENTER PREMISES.

(a) Upon showing of proper credentials, persons authorized by the General Manager, when necessary for the performance of their duties, shall have the right to enter the discharger's premises. Such authorized personnel may have access to any facilities and records necessary for determining compliance, including, but not limited to, the ability to copy any records, inspect any monitoring equipment, and sample any wastewater subject to regulation under this Article. Notwithstanding any provision of law, persons authorized by the General Manager may enter a discharger's premises at any time if the General Manager determines that an imminent hazard to persons or property exists on or as a result of activities conducted on the discharger's premises.

(b) The General Manager may inspect the process areas of a discharger, inspect chemical and waste storage areas, inspect, sample and monitor wastewater production activities.

(Added by Ord. 19-92, App. 1/23/92; amended by Ord. 116-97, App. 3/28/97)

SEC. 123. LIMITATIONS AND PROHIBITIONS

(a) Any grab sample of the discharger's wastewater shall not at any time exceed any of the following numerical limitations:

Pollutant Parameter	Limits
(1) pH	6.0 min; 9.5 max
(2) Dissolved sulfides	0.5 mg/l
(3) Temperature (except where highertemperatures are required by law)	125(52C)
(4) Hydrocarbon oil and grease	100 mg/l

(b) Any composite sample representative of the total discharge of the wastewater discharge generated over a production week shall not exceed the following numerical limitation:

Pollutant Parameter	Limit
Total recoverable oil and grease	300 mg/l

Representative composite total recoverable oil and grease samples shall be composited by grab sampling, as required in federal regulations at 40 CFR Part 403 (1990), which are incorporated by

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reference in this Article.

(c) In addition to the provisions of this Article, all dischargers must comply with all requirements set forth in federal Categorical Pretreatment Standards and other applicable federal regulatory standards, applicable State orders and water quality control regulations, sewage discharge permits and orders issued to the City by federal and State agencies, federal and State pretreatment program approval conditions, local discharge limitations and regulations promulgated by the General Manager and the City, and any other applicable requirement regulating the discharge of wastewater into the sewerage system. The General Manager is authorized to develop and enforce such local limitations as he or she deems necessary for the City's compliance with State and federal laws and requirements and the enforcement of this Article.

(d) Discharge of wastewater containing radioactive materials is permitted only if the following conditions are satisfied:

(1) The discharger obtains a permit from the General Manager for the discharge of radioactive materials;

(2) The discharger is authorized to use radioactive materials by the Nuclear Regulatory Commission or other governmental agency empowered to regulate the use of radioactive materials; and

(3) The radioactive material is discharged in strict conformity with all Nuclear Regulatory Commission or other governmental agency requirements.

(e) No person shall discharge, deposit, throw, cause, allow or permit to be discharged, deposited or thrown into the City's sewerage system any substance of any kind whatever, including oxygen-demanding pollutants, that may or will in any manner cause interference or pass-through, obstruct or damage the sewerage system, cause a nuisance, interfere with the proper operation, repair or maintenance of the sewerage system, interfere with the proper operation, repair or maintenance of a reclaimed water production or distribution facility, create difficulty for any workers to repair or maintain any part of the sewerage system, or directly or indirectly cause a violation of the City's federal or State sewage discharge permits or any other requirement applicable to the City. Such substances include, but are not limited to the following:

(1) Ashes, cinders, sand, gravel, dirt, bark, leaves, grass cuttings and straw, metals, glass, ceramics and plastics, or any other solid or viscous substance capable of causing obstruction to the flow in sewers, or that will not be carried freely under the flow conditions normally prevailing in the City's sewerage system;

(2) Any flammable or explosive substances;

(3) Garbage, excepting properly ground garbage discharged in accordance with this Article, from dwellings and restaurants or other establishments engaged in the preparation of foods and beverages;

(4) Any toxic, hazardous, noxious or malodorous substance that either singly or by interaction with other wastes may or will prevent maintenance of the sewerage system or create a nuisance or hazard to the safety of the public or City employees;

(5) Any bioaccumulative toxic substance that exceeds the soluble threshold limit concentration (STLC);

(6) Any wastewater, in temperature or quantity, which will cause the temperature of influent to

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exceed 104° Fahrenheit (40° Celsius) at the point of introduction to any City wastewater treatment plant;

(7) Any liquids, solids or gases or any discharge that may cause damage or harm to any reclaimed water facility, or that may limit or prevent any use of reclaimed water authorized by Title 22 of the California Code of Regulations.

(f) No person shall discharge without a permit any pollutants, except stormwater, directly or indirectly into a manhole, catchbasin, or other opening in the sewerage system other than an approved side sewer.

(g) No discharger shall increase the use of process water or, in any other way, attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the requirements of this Article.

(h) No person shall discharge groundwater or water from sumps or dewatering facilities into the sewerage system without a permit. An application for a permit pursuant to this subsection shall be submitted to the General Manager no later than 45 days prior to the proposed commencement of the discharge. Each permit for groundwater discharge shall contain appropriate discharge standards and any other appropriate requirements that must be achieved before discharge into the sewerage system may commence. Such discharges shall be subject to payment of sewer service charges in accordance with the provisions of applicable City laws. The General Manager may require the discharger to install and maintain meters at the discharger's expense to measure the volume of the discharge.

(i) No person shall discharge wastewater associated with groundwater cleanup or remediation plans without first obtaining a permit. An application for a permit pursuant to this subsection shall be submitted to the General Manager no later than 45 days prior to the proposed commencement of the discharge. A permit may be issued only if an effective pretreatment system on the process stream is maintained and operated. Each permit for such discharge shall contain appropriate discharge standards based on this Article and reports or data provided by the discharger, as well as any other appropriate requirements that must be achieved at the time the discharge commences. Such discharges shall be subject to payment of sewer service charges in accordance with the provisions of applicable City laws. The General Manager may require the discharger to install and maintain meters at the discharger's expense to measure the volume of the discharge. The General Manager may require that such dischargers shall indemnify and hold harmless the City from any and all costs, claims, damages, fines, remediation costs, losses and other expenses arising from the discharge into the sewerage system.

(j) The discharge of wastewater associated with asbestos abatement operations is authorized without a permit, provided that the wastewater has been pretreated through a system that provides for removal of waterborne asbestos.

(Added by Ord. 19-92, App. 1/23/92; amended by Ord. 116-97, App. 3/28/97)

SEC. 124. PERMIT PROVISIONS.

(a) It shall be unlawful for any significant industrial user to discharge or cause to be discharged any wastewater whatsoever, directly or indirectly, into the sewerage system without first obtaining a Class I permit authorizing the discharge. The General Manager may require minor dischargers to obtain Class II permits containing specified requirements whenever necessary to further the objectives of this Article. It shall be unlawful for any discharger to discharge any wastewater in excess of permit requirements or to violate any other requirement of this Article.

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(b) Permits for wastewater discharges may include, but are not limited to, conditions and terms requiring pretreatment of wastewater before discharge; limiting discharge of certain wastewater parameters; restricting peak flow discharges; requiring standards of performance on the wastewater quality; restricting discharge to certain hours of the day; requiring payment of additional charges to defray increased costs to the City created by the wastewater discharge; requiring sampling and monitoring before and during discharge; requiring specific investigations or studies to determine methods of reducing toxic constituents in discharges; and other conditions and terms necessary to achieve the objectives of this Article. Permits shall be issued for a fixed time period not to exceed five years.

(c) Each permit shall include requirements that the discharger shall reimburse the City for extraordinary costs, in addition to the applicable sewer service charge, for treatment, pumping, maintenance of the sewerage system, administration, incidental expenses, inspection and monitoring, and payment of penalties imposed on the City by enforcement agencies caused by the specific characteristics of the discharge into the sewerage system. When the discharge of wastewater or any pollutant causes an obstruction, damage or other impairment to the sewerage system, the discharger shall pay to the City an amount equal to the costs of cleaning and repairing the sewerage system, plus all related administrative costs, penalties and other incidental fees and expenses. Permits for discharges shall not be renewed unless all such costs have been paid to the City.

(d) The discharge of wastewater into the sewerage system through means other than an approved side sewer is prohibited, unless authorized by a permit. This subsection does not apply to groundwater discharges authorized in accordance with Section 123(h) of this Article. Trucked waste dischargers shall obtain a permit from the General Manager prior to commencing any discharge. The General Manager shall prescribe requirements consistent with this Article and any other applicable laws and regulations, including but not limited to requirements to pay appropriate permit fees and charges. Permits shall not be granted to trucked waste dischargers that do not have San Francisco business licenses or are discharging wastewater produced, treated, or stored in facilities not located within the General Manager's jurisdiction unless the trucked waste discharger enters into a binding contractual commitment to be subject to and comply with the requirements of this Article and the exercise of the General Manager's authority granted by this Article. The General Manager may require any person subject to this subsection:

- (1) To treat wastewater on its own site prior to discharge into the sewerage system, whether the discharge is through an approved side sewer or by any other means approved by the General Manager;
- (2) To construct a side sewer in accordance with Department specifications and cease the discharge of wastewater in any manner other than through the approved side sewer;
- (3) To provide the General Manager with a compliance schedule, as specified in Section 120(b), for meeting the provisions of this Article;
- (4) To perform and submit for the General Manager's review and approval wastestream and process environmental audits and to implement any objectives, including reclamation and waste minimization objectives, identified by the audits.

(Added by Ord. 19-92, App. 1/23/92; amended by Ord. 116-97, App. 3/28/97)

SEC. 125. PERMIT PROCESS.

- (a) Persons discharging wastewater into the sewerage system prior to the effective date of this

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amendment to this Article shall submit an application for a permit when notified by the General Manager. Except as provided in Section 123(h), (i) and (j), a new source must submit an application at least 90 days prior to commencement of the discharge.

(b) Applicants for either a permit, a permit modification, or a permit renewal shall complete and submit an application for each point of discharge. The General Manager, at his or her discretion, may require submission of information on the characteristics of the discharge in addition to information provided in the application. The completed application shall be submitted by the discharger not less than 90 days prior to the commencement of the discharge or the modified discharge, or in the case of a permit renewal, 90 days prior to the expiration date of an existing permit. The application shall contain the certification required by Section 127(f) of this Article and shall be signed by an authorized representative of the discharger in accordance with Section 127(g) of this Article. No person shall commence discharge prior to issuance of the permit.

(c) No permit may be issued unless the applicant has complied with all requirements of this Article and all applicable City, State and federal laws; the applicant has furnished all requested information; the General Manager determines that there are adequate devices, equipment, chemicals, and other facilities to sample, meter, convey, treat, and dispose of wastewater; and the persons responsible for treatment and control are adequately trained and capable of consistently meeting permit requirements. The General Manager shall take final action on permit denial, issuance, modification, or renewal by sending a copy of the permit to the applicant by certified mail.

(d) The General Manager shall post a notice of permit issuance, denial, renewal or modification at City Hall, or by publication in a newspaper of general circulation. The notice shall include a summary of the General Manager's action on the permit, and instructions for filing a public hearing request. The General Manager's action shall be final 15 days after the General Manager's posting or publication of the notice of permit action, or within the time specified in the notice, unless a public hearing request has been filed in accordance with Section 125(e).

(e) Any person who deems that his or her interests or property or that the general public interest will be adversely affected by the General Manager's denial, issuance, modification, or renewal of a permit may request a public hearing within 15 days of the General Manager's posting or publication of a notice of permit action, or within the time specified in the notice. Upon receipt of a timely request for a public hearing, the General Manager shall hold a public hearing after giving the notice provided in Section 129(b).

(Added by Ord. 19-92, App. 1/23/92; amended by Ord. 116-97, App. 3/28/97)

SEC. 126. REGISTRATION BY WASTEWATER PRODUCERS.

(a) Every person within the General Manager's jurisdiction who engages in any activity or process that collects or produces wastewater and does not discharge such wastewater into the sewerage system through an approved side sewer shall register its activities with the General Manager. The General Manager shall require each registrant to provide information describing the wastewater-producing activity, the nature and characteristics of the wastewater, and the ultimate use or methods of disposal of the wastewater. Registration must be renewed annually.

(b) The General Manager may take samples, inspect and monitor any activity or process subject to this Section, and may require that the collector or producer of wastewater provide monitoring and sampling information.

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(Added by Ord. 19-92, App. 1/23/92; amended by Ord. 116-97, App. 3/28/97)

SEC. 127. REPORTING AND SAMPLING REQUIREMENTS.

(a) All dischargers shall submit periodic reports to the General Manager, and the General Manager may require any reports or information appropriate for the nature of any discharge, on a case-by-case basis. Specific reporting requirements shall be specified in the permit, or in compliance directives and orders. Failure to submit complete and accurate reports by the date specified in an order or permit is a violation of this Article.

(b) Dischargers holding Class I permits shall submit periodic reports of compliance on a quarterly basis ("Quarterly Reports"), as specified in the permit. These reports shall include a description of any violations of this Article, remedial measures undertaken by the discharger, process changes, treatment system alterations, and any other information required by the permit. Class I permittees subject to Categorical Pretreatment Standards shall include the information required by 40 CFR 403.12(e) (1990) in each Quarterly Report.

(c) Any new source discharger that must comply with Categorical Pretreatment Standards shall submit a Baseline Monitoring Report at least 90 days prior to commencement of any discharge. Any discharger that becomes subject to Categorical Pretreatment Standards due to promulgation of a new Standard, or pursuant to a certification under 40 CFR 403.6(a)(4) (1990), shall submit a Baseline Monitoring Report within 180 days of the effective compliance date. Every discharger subject to a Class I permit shall submit an amended Baseline Monitoring Report whenever the volume or characteristics of its discharge significantly changes, or when required by the General Manager.

(d) Dischargers subject to Class I permits shall submit a 90-day compliance report within 90 days of the compliance date of an applicable Categorical Pretreatment Standard, or, for new sources, within 90 days following commencement of the discharge.

(e) Dischargers subject to a compliance schedule for the construction or operation of pretreatment systems or devices required to meet Categorical Pretreatment Standards shall submit compliance schedule progress reports not later than 14 days after each major event date and the final compliance date. All other dischargers subject to compliance schedules shall submit compliance schedule reports as ordered by the General Manager. Each progress report shall state whether or not the discharger has complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay, and any steps being taken to return to the established compliance schedule. The General Manager may require such additional information as necessary in any compliance schedule progress report, and may extend the date for submittal, provided that no more than nine months may elapse between any two progress reports.

(f) Every person signing any report required by Paragraphs (a), (b), (c), (d), (e), or (i) of this Section shall make the following certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

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(g) All reports must be signed by an authorized representative of the discharger. An authorized representative may be:

(1) A principal executive officer or official, if the discharger submitting the reports required by this Section is a corporation or public agency;

(2) A general partner or proprietor if the discharger submitting the report required by this Section is a partnership or sole proprietorship respectively;

(3) A duly authorized representative of the individual designated in Subparagraph (1) and (2) of this paragraph if such representative is responsible for the overall operation of the facility from which the discharge originates.

(h) Dischargers shall notify the General Manager prior to any substantial change in the volume or character of pollutants in any wastewater discharge and shall apply for and obtain an amended permit prior to commencement of such altered discharge.

(i) Dischargers shall immediately notify the General Manager of any discharge or threatened discharge of pollutants, including but not limited to oxygen-demanding pollutants, wastes or hazardous wastes as defined in Title 22 of the California Code of Regulations, or any other substances on the discharger's premises that: (i) could cause danger to the public; (ii) may cause interference in the sewerage system; or (iii) constitutes a violation of the requirements of this Article or a permit or order issued by the General Manager. A written report to the General Manager shall be submitted within five working days after the discharge commenced explaining the nature, volume and duration of the noncompliance or release and all remedial and preventive measures taken by the discharger. Such notification and report shall not relieve any discharger of liability for any expenses, including but not limited to, costs for countermeasures, loss or damage to the sewerage system, liability for fines imposed upon the City because of such occurrences, liability for any fines or damages because of such occurrences, or for any damages incurred by a third party.

(j) All dischargers that are required to monitor their discharges shall sample in accordance with the sampling planning, methodology and equipment, and the sample processing, documentation and custody procedures specified in Test Methods for Evaluating Solid Waste, Physical/Chemical Methods, SW-846, 3rd edition, U.S. Environmental Protection Agency, November, 1986, and any amendments thereto. The analysis of samples shall be performed in accordance with the techniques prescribed in federal regulations at 40 CFR Part 136 (1990), and amendments thereto, which are incorporated by reference in this Article.

(k) Each municipality, sanitation district or local governmental entity located outside the boundaries of the City and County of San Francisco that, pursuant to contract or law, delivers wastewater to the City's sewerage system for treatment and disposal shall immediately notify the General Manager of its approval or the creation of a new source located within its jurisdiction. Each such governmental entity also shall notify each new source that its proposed discharge must comply with the provisions of this Article and other applicable laws.

(Added by Ord. 19-92, App. 1/23/92; amended by Ord. 116-97, App. 3/28/97)

SEC. 128. VARIANCES.

The General Manager shall hear and make determinations regarding applications submitted by dischargers for variances from the strict application of the requirements of this Article. Variance

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determinations shall be issued as specified in Section 129. The General Manager may grant variances only when such action is consistent with this Article's general purpose and intent and the general and specific rules contained in this Article. A variance shall not be granted unless the General Manager finds that the applicant is or will be in violation of this Article, and that due to circumstances beyond the reasonable control of the applicant, requiring compliance would result in unavoidable and excessive hardship. Practical difficulties associated with treatment systems or the expense of appropriate treatment shall not, standing alone, constitute circumstances beyond the reasonable control of the applicant. The General Manager shall not grant variances from applicable federal or State discharge standards. This subsection shall in no way limit the powers and authority of the General Manager pursuant to this Article. A pending variance application shall not be a defense to any enforcement action of the General Manager, or to any civil or criminal action under this Article.

(Added by Ord. 19-92, App. 1/23/92; amended by Ord. 116-97, App. 3/28/97)

SEC. 129. GENERAL MANAGER'S HEARINGS.

- (a) The General Manager shall hold a public hearing for the following purposes:
- (1) To grant or deny a variance application submitted pursuant to Section 128;
 - (2) To issue an order that imposes an administrative civil penalty pursuant to Sections 132(c) and 133(c) of this Article;
 - (3) To issue and order pursuant to Section 132 of this Article that revokes or suspends a permit;
 - (4) To take public comment on a permit application under Section 125, upon timely and proper request by a person authorized pursuant to Section 125(e).
- (b) Notices of public hearings pursuant to this Section shall be given by publication in a newspaper of general circulation in the City for at least two days and not less than 10 days prior to the date of such hearing. Written notice setting forth the date of a public hearing shall be sent to interested persons by certified mail at least 10 days in advance of such hearing. The notice shall state the nature and purpose of the public hearing.
- (c) At the conclusion of a public hearing, the General Manager may take any action consistent with this Article and other applicable law. The General Manager's decision shall be in writing, and shall contain a statement of reasons in support of the decision. Following a public hearing, the decision of the General Manager shall be sent by certified mail to the discharger and any other interested person. The General Manager's action shall be final unless an appeal, if provided by this Article, is filed in accordance with Section 131.
- (d) Within 30 days after service of a copy of a final order issued after a public hearing required by Subsection (a) of this Section, any person so served may file with the Superior Court a petition for writ of mandate for review of the order. Any person who fails to file the petition within this 30-day period may not challenge the reasonableness or validity of an order of the General Manager in any judicial proceedings brought to enforce the order or for other remedies. Except as otherwise provided in this Section, Section 1094.5 of the California Code of Civil Procedure shall govern any proceedings conducted pursuant to this subsection. In all proceedings pursuant to this Section, the court shall uphold the order of the General Manager if the order is based upon substantial evidence in the whole record. The filing of a petition for writ of mandate shall not stay any accrual of any penalties assessed pursuant to this Article.

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(Added by Ord. 19-92, App. 1/23/92; amended by Ord. 116-97, App. 3/28/97)

SEC. 130. GENERAL MANAGER'S HEARINGS FOR RULES AND REGULATIONS.

(a) Before the General Manager approves the issuance or amendment of any rule or regulation, the General Manager shall provide a 30-day public comment period by providing published notice in an official newspaper of general circulation in the City and County of San Francisco of the intent to issue or amend the rule or regulation. The notice shall state the date, time and place of a public hearing at which the General Manager will take public comment on the proposed rule or regulation.

(b) At the conclusion of the public hearing, the General Manager may take any action consistent with this Article and other applicable law.

(c) Subject to the requirements of this Section, the General Manager is authorized to:

(1) Adopt or amend concentrations of wastewater constituents for the purpose of assessing sewer service charges for any discharger not required to sample and analyze its wastewater.

(2) Adopt or amend any local discharge limitations, rules or regulations required by law or deemed necessary by the General Manager to achieve the purposes of this Article.

(Added by Ord. 19-92, App. 1/23/92; amended by Ord. 116-97, App. 3/28/97)

SEC. 131. INDUSTRIAL WASTE REVIEW BOARD.

(a) **Membership.** There is hereby continued an Industrial Waste Review Board which shall consist of five members who have had not less than five years of professional experience related to water pollution abatement. Members of the Board will serve on call on a per diem basis. The General Manager shall make succeeding four-year appointments at the expiration of the existing appointments. The members so chosen will be the voting members of the Board. The Manager of the Bureau of Water Pollution Control, or a designated representative, shall be an ex officio member of the Board, participating in the deliberations of the Board without vote or compensation. The General Manager shall appoint a member of his or her staff to act as Secretary of the Board.

(b) **Compensation.** The voting members of the Board shall receive compensation of \$30 per hour during the time that the Board is convened.

(c) **Quorum.** Three voting members of the Board shall constitute a quorum. Any decision of the Board shall require three concurring votes.

(d) **Powers of the Board.** The Board shall hear and decide appeals from the General Manager's denial, issuance, renewal or modification of a permit pursuant to Section 125, and from the General Manager's decision on a variance pursuant to Section 128. The Board shall not have jurisdiction to hear appeals of orders issued pursuant to Sections 121 or 132. Upon hearing an appeal taken pursuant to this Section, the Board may, subject to the same limitations that are placed upon the General Manager by this Article, approve, disapprove or modify the decision appealed from, in conformity with the following requirements:

(1) In the case of a variance application, the Board shall specify in its findings, as part of a written decision, facts sufficient to establish why the application meets or does not meet, as the case may be, the

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requirements set forth in Section 128, and if the requirements are deemed to be met, the Board shall prescribe the details and conditions of the variance.

(2) In the case of any permit denial, issuance, modification or renewal, if the determination of the Board differs from that of the General Manager, it shall state in writing any specific error or errors in interpretation of the provisions of this Article, abuse of discretion on the part of the General Manager, or any other basis for revision. The Board shall specify in its written findings the facts relied upon in arriving at its determination.

(e) **Appeal.**

(1) **Filing an Appeal.** Appeals shall be filed with the Secretary of the Board within 15 days after receipt of the decision of the General Manager under Section 129. The Board shall not have jurisdiction to hear an appeal filed after the 15-day period has passed. The Board shall not have jurisdiction to hear an appeal of the denial, issuance, renewal, or modification of the permit if a General Manager's hearing was not requested in accordance with Section 125. A filing fee of \$350 made payable to the General Manager shall accompany the filing of an appeal.

(2) **Standing.** Any person that presented evidence or testimony at a General Manager's hearing on a variance may appeal the General Manager's variance decision to the Board. Appeals of the General Manager's decision on a permit may only be filed by persons authorized pursuant to Section 125(e).

(3) **Contents of Appeal.** The appeal must specifically set forth the alleged error, abuse of discretion or any other basis for the appeal and contain relevant arguments and documentation in support of the appellant's claim.

(4) **Hearing.** The procedure and requirements for the transmittal of the record, notice of hearing, and the record in connection with any appeal under this Section shall be prescribed by the Board.

(f) **Hearing Procedure.** Hearings by the Board shall be held at the call of the Secretary of the Board and at such times as the Board may determine. Hearings shall be conducted in accordance with the following procedure:

(1) The date of the hearing shall not be less than one week nor more than four weeks after receipt of filing the appeal by the Secretary of the Board.

(2) The General Manager will present evidence and a recommendation for resolution. The Board shall hear evidence from the appellant, but appellant may present relevant information not previously submitted to the General Manager only if its failure to present such information to the General Manager was caused by events beyond its control or the Board determines that introduction of such information is essential to the fair resolution of the controversy.

(3) The Board shall make a final decision within 90 days from the date of filing the appeal, and shall communicate its decision to the General Manager, all appellants, and the discharger. No response from the Board within 90 days will constitute approval of the General Manager's final decision.

(4) The General Manager shall designate a certified court reporter as official reporter of the Board. The reporter shall attend all hearings of the Board and report all testimony, the objections made, and the ruling of the Board. The fees for the reporter for reporting all of the proceedings and testimony as outlined above shall be a legal charge against the City. The fees for transcripts of the proceedings shall be at the expense of the party requesting the transcript as prescribed by Government Code Section 69950, and the original transcript shall be filed with the Secretary at the expense of the party ordering

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the transcript.

(Added by Ord. 19-92, App. 1/23/92; amended by Ord. 116-97, App. 3/28/97)

SEC. 132. ENFORCEMENT AND COST REIMBURSEMENT.

(a) **Cease and Desist Orders.** Whenever the General Manager finds that a discharge of wastewater is taking place or threatening to take place in violation of any requirement imposed pursuant to this Article, or pursuant to any order, regulation, or permit issued by the General Manager, the General Manager may issue an order directing the discharger to cease and desist such discharges and directing the discharger to achieve compliance in accordance with a detailed schedule of specific actions the discharger must take in order to correct or prevent violations of this Article. The General Manager may order the revocation or suspension of any permit or variance. Any order issued by the General Manager under this Section may require the discharger to provide such information as the General Manager deems necessary to explain the nature of the discharge. The General Manager may require in any cease and desist order that the discharger pay to the City the costs of any extraordinary inspection or monitoring deemed necessary by the General Manager because of the violation.

(b) **Cleanup and Abatement Orders.**

(1) Any person who has discharged or discharges pollutants or wastewater in violation of this Article or any order, regulation, or prohibition issued by the General Manager, shall upon order of the General Manager and at the discharger's expense clean up such wastewater and abate the effects of the unlawful discharge.

(2) The General Manager may perform any cleanup, abatement or remedial work required under Subdivision (1) when required by the magnitude of the violation or when necessary to prevent pollution, nuisance or injury to the environment. Such action may be taken in default of, or in addition to, remedial work by the discharger or other persons, regardless of whether injunctive relief is being sought.

(3) Any discharger who has violated or is in violation of the requirements of this Article shall be liable to the City for costs incurred in abating the effects thereof, or taking other remedial action, including but not limited to administrative costs, inspection costs, attorneys fees, and penalties or other liability imposed upon the City by other agencies.

(c) **Administrative Civil Penalty Orders.**

(1) The General Manager may issue a complaint to any discharger on whom an administrative civil penalty may be imposed pursuant to Section 133(c). The complaint shall allege the acts or failure to act that constitute a basis for liability and the amount of the proposed administrative civil penalty. The General Manager shall serve the complaint by personal service or certified mail and shall inform the discharger so served that a hearing shall be conducted in accordance with Section 129 of this Article, unless the discharger waives the right to a hearing. If the discharger waives the right to a hearing, the General Manager shall issue an order setting liability in the amount proposed in the complaint unless the General Manager and the discharger have entered into a settlement agreement, in which case the General Manager shall issue an order setting liability on the amount specified in the settlement agreement. The settlement agreement shall be approved by the City Attorney as to form. Where the discharger has waived the right to a hearing or where the General Manager and the discharger have entered into a settlement agreement, the order shall not be subject to review by any court or governmental agency.

(2) Any hearing required by Subsection (1) shall be conducted in accordance with Section 129.

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(3) Orders imposing civil liability issued under this Section shall become effective and final upon issuance. Payment of civil penalties to the General Manager shall be made within 30 days of issuance of the order. Copies of such orders shall be served by personal service or by certified mail upon the discharger served with the complaint and upon other persons who appeared and participated at the hearing and requested a copy.

(d) **Injunctive Relief.**

(1) Upon the failure of any discharger or dischargers to comply with any requirement of this Article, a permit, or any regulation, prohibition, cease and desist order, cleanup and abatement order, or any other order issued by the General Manager, the City Attorney, upon request of the General Manager, may petition the proper court for injunctive relief, payment of civil penalties, and any other appropriate remedy, including restraining such discharger or dischargers from continuing any prohibited activity and compelling compliance with lawful requirements.

(2) In any civil action brought pursuant to this Article in which a temporary restraining order, preliminary injunction, or permanent injunction is sought, it is not necessary to allege or prove at any stage of the proceeding that irreparable damage will occur should the temporary restraining order, preliminary injunction, or permanent injunction not be issued, or that the remedy at law is inadequate. The court shall issue a temporary restraining order, preliminary injunction, or permanent injunction in a civil action brought pursuant to this Article without the allegations and without the proof specified above.

(e) **Termination of Discharge.** In addition to other remedies, when in the judgment of the General Manager the discharger has not or cannot demonstrate satisfactory progress toward compliance with the requirements of this Article, the General Manager, after providing written notice to the discharger by certified mail 30 days in advance of such action, may sever or plug the connection from the discharger's side sewer to the sewerage system or otherwise prevent the discharge of wastewater from the discharger's facilities to the sewerage system.

(f) Orders issued under this Section shall become final upon receipt by the discharger or as specified by the General Manager. Orders may be issued by certified mail, or, except for orders under Paragraph (e), by personal service.

(g) The discharger may request a public hearing within 15 days of the final date of an order issued under Subsections (a), (b) or (e) of this Section. The effective date of such an order shall not be postponed solely because of the filing of a request for a hearing. Notice of a public hearing and of the final decision of the General Manager shall be given as provided in Section 129.

(h) **Cost Reimbursement by Citizens.**

(1) In any instance where the General Manager issues an order to a discharger under this Section for a violation of this Article, and the General Manager determines that information provided by a citizen contributed to the identification of the violation and issuance of the order, the discharger shall, in addition to any other fees or costs authorized under this Section, pay the reasonable costs directly incurred by the citizen in obtaining the information in accordance with the requirements set forth in this subsection. For purposes of this subsection, "citizen" shall have the meaning defined in Section 139(a) of this Article.

(2) Any citizen seeking the recovery of costs pursuant to this subsection shall have the burden of documenting the costs and proving that the costs sought to be recovered are reasonable and accurate.

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Except as set forth in subparagraph (3), reimbursable costs shall be limited to documented costs directly incurred by the citizen plus an additional five percent of the total amount authorized for recovery of overhead expenses.

(3) In the alternative, where a citizen is either unable, or chooses not to document reimbursable costs otherwise recoverable under this subsection, the discharger shall, in addition to any other fees or costs authorized under this Section, pay \$50 to the citizen for cost reimbursement.

(Added by Ord. 19-92, App. 1/23/92; amended by Ord. 114-97, App. 3/28/97; Ord. 116-97, App. 3/28/97)

SEC. 133. PENALTIES.**(a) Criminal Penalties.**

(1) Except as provided in Subsection (a)(2) of this Section, any person who violates any provision of this Article is guilty of a misdemeanor and upon conviction shall be fined in an amount not exceeding \$1,000 or be imprisoned in County Jail for not more than six months, or both. Each day each violation is committed or permitted to continue shall constitute a separate offense.

(2) Any person who violates Section 123(e), Section 123(f), or Section 123(h) of this Article shall be guilty of:

(A) A misdemeanor in accordance with Subsection (a)(1) of this Section; or

(B) An infraction punishable by a fine in an amount not in excess of \$500. Each day each violation is committed or permitted to continue shall constitute a separate offense.

(3) **Falsifying of Information.** Any person who knowingly makes any false statement or misrepresentation in any record, report plan, or other document filed with the General Manager, or tampers with or knowingly renders inaccurate any monitoring device or sampling and analysis method required under this Article, shall be punished by a fine of not more than \$25,000 or by imprisonment in County Jail for not more than six months, or both.

(b) Civil Penalties.

(1) Any person who, without regard to intent or negligence, causes or permits any discharge of wastewater or hazardous waste, as defined in Title 22, California Code of Regulations and its amendments, into the City's sewerage system, except in accordance with all permit requirements and other provisions of this Article; violates any provision of a cease and desist order or cleanup and abatement order issued by the General Manager; or violates any requirement or prohibition of this Article, shall be liable civilly to the City in an amount not to exceed \$10,000 per day for each violation that occurs.

(2) Any person who intentionally or negligently causes or permits any discharge of wastewater or hazardous waste, as defined in Title 22, California Code of Regulations, into the City's sewerage system, except in accordance with all permit requirements and other provisions of this Article; violates any provision of a cease and desist order or cleanup and abatement order issued by the General Manager; or violates any requirement or prohibition of this Article, shall be liable civilly to the City in an amount not to exceed \$25,000 per day for each violation that occurs.

(c) Administrative Civil Penalties.

(1) Notwithstanding Subsection (b), any person who, without regard to intent or negligence, causes

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or permits any discharge of wastewater or hazardous waste, as defined in Title 22, California Code of Regulations and its amendments, into the City's sewerage system, except in accordance with all permit requirements and other provisions of this Article; violates any provision of a cease and desist order or cleanup and abatement order issued by the General Manager; or violates any requirement or prohibition of this Article, shall be liable civilly to the City in an amount not to exceed \$1,000 per day for each violation that occurs.

(2) Notwithstanding Subsection (b), any person who intentionally or negligently causes or permits any discharge of wastewater or hazardous waste, as defined in Title 22, California Code of Regulations, into the City's sewerage system, except in accordance with all permit requirements and other provisions of this Article; violates any provision of a cease and desist order or cleanup and abatement order issued by the General Manager; or violates any requirement or prohibition of this Article, shall be liable civilly to the City in an amount not to exceed \$2,000 per day for each violation that occurs.

(3) A civil penalty may not be imposed pursuant to this subsection and Subsection (b) for the same violation.

(d) Remedies under this Section are in addition to, and do not supersede or limit, any and all other civil or criminal remedies available to the City under local, State and federal law.

(Added by Ord. 19-92, App. 1/23/92; amended by Ord. 116-97, App. 3/28/97)

SEC. 134. LIENS.

(a) Costs and charges incurred by the City by reason of the abatement of any violation of this Article, including but not limited to monitoring and inspection costs; a delinquency in the payment of a bill for any industrial waste charge in excess of 30 days; and any civil penalties assessed against a discharger for violations of this Article or against the City for violations caused by a discharger shall be an obligation owed by the owner of the property where the discharge originated in the City. The City shall mail to the owner of the property where the discharge occurred a notice of the amounts due and a warning that lien proceedings will be initiated against the property if the amounts due are not paid within 30 days after mailing of the notice.

(b) Liens shall be created and assessed in accordance with the requirements of Article XX of Chapter 10 of the San Francisco Administrative Code, commencing with Section 10.230.

(Added by Ord. 19-92, App. 1/23/92; amended by Ord. 116-97, App. 3/28/97; Ord. 322-00, File No. 001917, App. 12/28/2000)

SEC. 135. NEWSPAPER NOTIFICATION OF VIOLATIONS.

The General Manager shall provide for annual notice in the City's largest circulated newspaper of dischargers that were in significant noncompliance during the preceding 12 months.

(Added by Ord. 19-92, App. 1/23/92; amended by Ord. 116-97, App. 3/28/97)

SEC. 136. DISCLOSURE OF INFORMATION.

(a) Any records, reports, or information submitted by a discharger to the General Manager, whether made in writing or by communication incorporated in Department reports, shall be available to the public, except upon a showing made by a discharger satisfactory to the General Manager that public disclosure of records, reports, or information which the General Manager or other authorized personnel

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has received would divulge methods or processes entitled to protection as confidential trade secrets. All such records, reports, or information at any time may be disclosed to other authorized City personnel or any local, State or federal agency.

(b) Whenever the General Manager makes a written request or orders that a discharger furnish information, the request or order shall include a notice that:

(1) States that the discharger may assert a business confidentiality claim covering specified information; and

(2) States that if no such claim accompanies the information when it is received by the General Manager, it may be made available to the public without further notice to the discharger.

(c) In assessing the validity of a business confidentiality claim, the General Manager shall determine whether the information is entitled by statute or judicial order to confidential treatment. In the absence of such a finding, the General Manager shall make the information available for public disclosure.

(d) Notwithstanding any other provision of this Section, discharger wastewater data is not confidential and shall be made available to the public without restriction.

(Added by Ord. 19-92, App. 1/23/92; amended by Ord. 116-97, App. 3/28/97)

SEC. 137. RETENTION OF DISCHARGER INFORMATION.

Any reports that must be submitted pursuant to Section 127 to the General Manager by a discharger shall be retained for a minimum of five years and shall be made available for inspection and copying by the General Manager or any State or federal agency. This period of retention shall be extended during the course of any unresolved litigation regarding the discharge of pollutants by the discharger or the operation of the City's pretreatment program or when requested by any State or federal agency.

(Added by Ord. 19-92, App. 1/23/92; amended by Ord. 116-97, App. 3/28/97)

SEC. 138. SEVERABILITY.

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Article, is for any reason held to be unconstitutional, invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Article. The Board of Supervisors declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Article irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases could be declared unconstitutional, invalid or ineffective.

(Added by Ord. 19-92, App. 1/23/92; amended by Ord. 116-97, App. 3/28/97)

SEC. 139. CITIZEN ENFORCEMENT ACTIONS.

(a) **Authorization.** Any citizen may commence a civil action on his or her own behalf against any person who is alleged to have violated, or to be in violation of: (i) any requirement imposed pursuant to this Article; or (ii) any order, regulation, variance or permit issued by the General Manager pursuant to this Article. For purposes of this Section and Subsection (h) of Section 132, "citizen" shall mean either of the following:

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(1) An individual who resides in the City; or

(2) A corporation, partnership or association that maintains its principal office in the City, and which has an interest which is, or may be, adversely affected.

(b) **Notice.** No action may be commenced under Subsection (a) of this Section:

(1) Prior to 60 days after the citizen has given notice of the alleged violation to (A) the General Manager, (B) the City Attorney, (C) the District Attorney, and (D) the alleged violator or violators of the requirement, order, regulation, variance or permit; or

(2) If the City has commenced and is diligently prosecuting a civil, criminal, or administrative penalty action pursuant to this Article and the City's enforcement response plan to require compliance with the requirement, order, regulation, variance or permit, provided that in any such action brought in State court, any citizen may intervene as a matter of right.

(c) **Intervention: Protection of City Interests.**

(1) In any action brought under this Section where the City is not a party, the City may intervene as a matter of right.

(2) Whenever an action is brought under this Section, the plaintiff shall serve a copy of the complaint on the City Attorney and General Manager. No consent judgment or settlement shall be entered in an action in which the City is not a party prior to 30 days following receipt of the proposed consent judgment or settlement by the City Attorney and General Manager.

(d) **Litigation Costs.** The court in issuing any final order brought pursuant to this Section shall award costs of litigation (including reasonable attorney and expert witness fees) to any prevailing or substantially prevailing party who brought the underlying action, when the court determines such an award is appropriate. The court may, if a temporary restraining order or preliminary injunction is sought by the citizen, require a filing of a bond or undertaking in accordance with State law and local court rules.

(e) **Other relief not restricted.**

(1) Nothing in this Section shall restrict any right which any person may have under any statute, ordinance, or common law to seek enforcement of any requirement prescribed by or under this Article, or to seek any other relief.

(2) Nothing in this Section shall be construed to prohibit or restrict the City from bringing any administrative, civil or criminal action or obtaining any remedy or sanction against any person to enforce any requirement set forth in this Article. Nothing in this Section shall be construed to authorize judicial review by a citizen of any permit, role, variance or regulation issued pursuant to this Article.

(Added by Ord. 115-97, App. 3/28/97)

SEC. 140. CONTROL OF FATS, OILS AND GREASE.

a. Sections 140--140.7 of this Article provide requirements for the control of the discharge of fats, oils and grease to the City's sewerage system. Large quantities of fats, oil and grease that are discharged from commercial and residential kitchens contribute to blockages in the City's sewerage system. The resulting clogs in sewer pipes cost the City millions of dollars each year in grease removal and sewer repair costs, and result in the overall degradation of the City's sewer infrastructure.

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b. This Article facilitates implementation of a comprehensive pollution prevention program to keep fats, oils and grease out of the City's sewer system, and compliance with the City's current Clean Water Act National Pollutant Discharge Elimination System (NPDES) permits and the Sanitary Sewer Overflow Waste Discharge Requirements (WDRs) permit, which are issued by the San Francisco Bay Regional Water Quality Control Board and the United States Environmental Protection Agency (US EPA).

c. The US EPA promotes the development of fats, oils and grease control programs throughout the country because approximately 40,000 fats, oils and grease-related sanitary sewer overflows that have the potential to contaminate the nation's water bodies occur each year. Nationwide, wastewater utilities have been sued for violations of the Clean Water Act caused by sanitary sewer overflows.

d. The City's aggressive efforts to control fats, oils and grease will enhance its compliance with the Clean Water Act, and also reduce the potential for system back-ups from the combined sewer system.

e. The primary objective of sections 140-140.7 of this Article is to reduce fats, oils and grease discharges from local food service establishments into the City's sewerage system. Food service establishments are required by current regulations to comply with a limit on the amount of total oil and grease they can discharge into City sewers. This discharge limit has not been completely effective in keeping fats, oils and grease out of the sewers. Many food service establishments have grease capturing equipment that is not well maintained or serviced and does little to remove grease from wastewater discharges. Other food service establishments have no grease capturing equipment at all.

f. Sections 140-140.7 of this Article will:

1. Provide standards for the types of grease capturing equipment that must be installed by food service establishments;

2. Provide for the effective long-term use of grease capturing equipment through related operational requirements and prohibitions, and periodic inspections;

3. Increase opportunities for recovering from wastewater discharge lines both food solids (which can be composted) and waste grease (which can be recycled, and may also be able to be converted to biofuel);

4. Aid in preventing sanitary sewer blockages and obstructions from contributions and accumulation of fats, oils and grease in the sanitary sewerage system;

5. Prevent the uncontrolled introduction of fats, oils and grease into the sewage system that will interfere with its operation; and

6. Facilitate City compliance with applicable federal and state laws regarding sewerage system operations.

(Added by Ord. [18-11](#), File No. 101147, App 2/16/2011)

SEC. 140.1. APPLICABILITY.

The provisions of sections 118-139 of this Article apply to the discharge of fats, oils and grease to the City's sewerage system, except to the extent different requirements or procedures are provided in sections 140.1-140.7 of this Article. Sections 140.1-140.7 of this Article are intended to complement, rather than supersede, the provisions of City building codes and regulations applicable to the installation

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and operation of grease capturing equipment. Sections 140-140.7 shall be effective on and after April 1, 2011.

(Added by Ord. [18-11](#), File No. 101147, App 2/16/2011)

SEC. 140.2. DEFINITIONS.

In addition to the definitions provided in section 119 of this Article, the following definitions are applicable to the discharge and control of fats, oils and grease:

a. *Best Management Practices (BMPs)*. Operational activities, prohibitions, maintenance procedures, and other management activities that implement the requirements of this Article, state and federal law, and Department rules, regulations, permits or authorizations.

b. *Fats, Oils and Grease (FOG)*. Organic polar compounds derived from vegetable/plant or animal sources composed of long-chain triglycerides that are used in, or are byproducts of, the cooking or food preparation process. A wide range of food preparation activities, including but not limited to the following, can generate fats, oils or grease: cooking by frying, baking, grilling, sauteing, rotisserie cooking, broiling, boiling, blanching, roasting, toasting, poaching, infrared heating, searing, barbequing, or any other food preparation activity that produces a hot food product in or on a receptacle that requires washing.

c. *First Certificate of Occupancy*. A temporary certificate of occupancy or a Certificate of Final Completion and Occupancy, as defined in San Francisco Building Code Section 109A, whichever is issued first.

d. *Food Service Establishment (FSE)*. A non-residential wastewater discharger that engages in activities of preparing, serving, or otherwise making available food for consumption by the public or on the premises, including restaurants, commercial kitchens, caterers, hotels and motels, schools, hospitals, prisons, correctional facilities, nursing homes, care institutions, and any other facility preparing and serving food for public consumption. Food Service Establishments consist of the following four categories of FOG dischargers:

i. *Category 4 FOG Discharger*: A FSE that engages only in reheating, hot holding, or assembly of ready to eat food products. Category 4 FOG Dischargers are also referred to as Limited Food Preparation Establishments.

ii. *Category 3 FOG Discharger*: A FSE that, in the process of preparing and making food available to the public or on the premises, generates FOG that is discharged into the City's sewerage system, and has been determined by the General Manager to pose a less-significant risk of discharging FOG to the sewerage system. Category 3 FOG Dischargers are also referred to as Less-Significant Grease Dischargers.

iii. *Category 2 FOG Discharger*: A FSE that, in the process of preparing and making food available to the public or on the premises, generates FOG that is discharged into the City's sewerage system, and, prior to April 1, 2011, had installed grease capturing equipment that was properly sized and installed, and remains fully operational and properly maintained and serviced, as determined by the General Manager.

iv. *Category 1 FOG Discharger*: A FSE that, in the process of preparing and making food available to the public or on the premises, generates FOG that is discharged into the City's sewerage system, and

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does not meet the criteria for Category 2, Category 3 or Category 4 FOG Dischargers.

e. *Gravity Grease Interceptor (GGI)*. A plumbing appurtenance or appliance that is installed in a sanitary drainage system to intercept non-petroleum fats, oils and grease from a wastewater discharge and is identified primarily by gravity separation and a minimum total volume of 300 gallons.

f. *Grease Capturing Equipment*. A plumbing appurtenance or appliance that is installed in a sanitary drainage system to separate fats, oils and grease from a wastewater discharge. Grease capturing equipment include gravity grease interceptors, hydromechanical grease interceptors, grease removal devices and any other grease capturing equipment authorized by the General Manager or the Department.

g. *Grease Capturing Equipment Waste*. Material collected in and from grease capturing equipment, including any solids resulting from dewatering processes.

h. *Grease Removal Device (GRD)*. Any hydromechanical grease interceptor that automatically, mechanically removes non-petroleum fats, oils and grease from the interceptor, the control of which are either automatic or manually initiated.

i. *Hydromechanical Grease Interceptor (HGI)*. A plumbing appurtenance or appliance that is installed in a sanitary drainage system to intercept non-petroleum fats, oils and grease from a wastewater discharge and is identified primarily by a design that incorporates hydromechanical separation.

j. *Less-Significant Grease Discharger*. A FSE Category 3 FOG Discharger.

k. *Limited Food Preparation Establishment*. A FSE Category 4 FOG Discharger.

(Added by Ord. [18-11](#), File No. 101147, App 2/16/2011)

SEC. 140.3. PROHIBITIONS AND LIMITATIONS.

a. Disposal of Fats, Oils and Grease or any food waste containing Fats, Oils and Grease directly into drains leading to the sewer system is prohibited, except in accordance with this Article, the Department's rules and regulations, and applicable building codes and regulations.

b. Notwithstanding section 123(e)(3) of this Article, installation of garbage grinders in new Food Service Establishments is prohibited. Garbage grinders in existing Food Service Establishments shall be removed or rendered permanently inoperative by May 1, 2011.

c. Discharge of wastewater with temperature higher than 140° to or through grease capturing equipment is prohibited.

d. Discharge of wastewater from dishwashers to or through grease capturing equipment is prohibited.

e. Discharge of water closets, urinals, and other plumbing fixtures conveying human waste to or through any type of grease capturing equipment is prohibited.

f. The concentration of Fats, Oils and Grease discharged from Food Service Establishments into the City's sewerage system shall not exceed the discharge limit for total recoverable oil and grease established pursuant to Article 4.1 of the San Francisco Public Works Code, as amended from time to time.

g. The discharge of solvents or additives that emulsify grease into drainage pipes leading to grease

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capturing equipment is prohibited.

h. The use of biological additives, including, but not limited to enzymes, into drainage pipes leading to grease capturing equipment is prohibited.

(Added by Ord. [18-11](#), File No. 101147, App 2/16/2011)

SEC. 140.4. GENERAL REQUIREMENTS.

a. All Food Service Establishments, with the exception of Limited Food Preparation Establishments, shall install, operate, maintain and service Grease Capturing Equipment and implement specified Best Management Practices, in accordance with this Article, any permits, authorizations, rules and regulations issued by the General Manager and Department, and applicable City building codes and regulations.

b. All Food Service Establishments shall properly store and recycle or dispose of Fats, Oils and Grease diverted from their liquid wastestreams in accordance with all laws and regulations applicable to such storage, recycling and disposal.

c. All Food Service Establishment kitchen fixtures connected to drainage pipes that lead to grease capturing equipment or sewer laterals shall have small-mesh food strainers that are intact and functional.

d. All Food Service Establishment wastewater dischargers must at all times comply with the provisions of this Article, all other applicable local, state and federal laws, including but not limited to applicable provisions of the San Francisco Health Code and San Francisco Building and Plumbing Codes, and applicable rules, regulations, permits and authorizations issued by the General Manager and the Department.

e. All Food Service Establishments shall ensure that all pots, pans, dishware and work areas are wiped prior to washing of such utensils, equipment or areas; and shall implement any other Best Management Practices deemed appropriate by the General Manager or the Department.

f. All Food Service Establishments shall apply for a wastewater discharge permit or other authorization if required by the General Manager.

(Added by Ord. [18-11](#), File No. 101147, App 2/16/2011)

SEC. 140.5. GREASE CAPTURING EQUIPMENT REQUIREMENTS.

a. All grease capturing equipment shall be installed in accordance with this Article, any permits, authorizations, rules and regulations issued by the General Manager and the Department, and applicable City building codes and regulations.

b. Any Grease Removal Devices installed by a Food Service Establishment in accordance with the requirements of this Article shall conform to standards or guidelines deemed applicable by the General Manager or the Department.

c. Category 1 FOG Dischargers shall install a Grease Removal Device (or a Gravity Grease Interceptor) in accordance with the provisions of this Article within 60 days of notification by the General Manager, but in any event no later than July 1, 2013.

d. Category 2 FOG Dischargers shall install a Grease Removal Device (or a Gravity Grease Interceptor) in accordance with the provisions of this Article and within a time period specified by the

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Department when notification is given to the FSE, if one or more of the following conditions applies, as determined by the General Manager:

- i. The pre-existing grease capturing equipment is not properly sized, properly installed, fully operational or properly maintained and serviced.
- ii. The wastewater discharge from the FSE does not comply with the City's wastewater discharge limit for total recoverable oil and grease.
- iii. The FSE is causing or contributing to grease accumulation problems in sewer laterals or sewer mains.
- iv. Some or all of the fats, oils and grease waste containing discharge lines are not connected to pre-existing grease capturing equipment, and connecting these to pre-existing grease capturing equipment is not appropriate.
- e. Category 3 or Category 4 FOG Dischargers that change operations to the extent that the FSE no longer meets the definition of a Category 3 or Category 4 FOG discharger, shall comply with the grease capturing equipment requirements of Category 1 or Category 2 FOG Dischargers, whichever is applicable, as determined by the General Manager.
- f. Category 3 or Category 4 FOG Dischargers causing or contributing to grease accumulation problems in sewer laterals or sewer mains, as determined by the General Manager, shall comply with the grease capturing equipment requirements of Category 1 or Category 2 FOG Dischargers, whichever is applicable, as determined by the General Manager.
- g. A Food Service Establishment may file a request to the General Manager for a variance from the Grease Removal Device installation requirements of this Article if the FSE can demonstrate that it is not feasible for a Grease Removal Device to be installed due to lack of physical space. The Food Service Establishment requesting such a variance shall bear the burden of demonstrating that the installation of a Grease Removal Device is not feasible. The determination as to whether a FSE qualifies for a variance for the reasons detailed in this subsection shall be at the sole discretion of the General Manager.

(Added by Ord. [18-11](#), File No. 101147, App 2/16/2011)

SEC. 140.6. NEW CONSTRUCTION, CHANGES IN OWNERSHIP, AND REMODELING.

a. The following requirements shall apply when ownership of an existing Food Service Establishment changes:

1. Within 30 days of the official transfer of ownership, the new owner shall apply for a Food Service Establishment Wastewater Discharge Permit, or other authorization, as required by the Department rules and regulations. The application shall describe any changes in food preparation and/or kitchen fixtures that could affect the FOG Discharger category that was assigned to the establishment under its previous ownership.

b. The following requirements shall apply to newly constructed Food Service Establishments:

1. Category 3 FOG Dischargers, also referred to as Less-Significant Grease Dischargers, shall install Grease Capturing Equipment and the equipment shall be operational prior to commencing the discharge of wastewater from food processing and/or kitchen areas into the City's sewerage system.

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2. Category 1 FOG Dischargers shall install a Grease Removal Device or a Gravity Grease Interceptor and the equipment shall be installed and operational prior to commencing the discharge of wastewater from food processing and/or kitchen areas into the City's sewerage system.

3. No City department shall issue a First Certificate of Occupancy to a new Food Service Establishment until it has complied with this section.

c. Any existing non-Food Service Establishment business that expands or renovates its operations to include a Food Service Establishment, with the exception of a Limited Food Preparation Establishment, shall comply with the requirements of section 140.6(b)(1) or 140.6(b)(2), whichever is applicable.

d. Existing Food Service Establishments proposing remodeling or renovations that require a plumbing permit for work in food processing and/or kitchen areas and meet the criteria below shall be required to install, as part of their project, a Grease Removal Device or Gravity Grease Interceptor that complies with this Article and applicable City building codes:

1. Modifications are proposed to under-slab plumbing in the food processing or kitchen areas; and/or

2. An increase in the size of the kitchen area is proposed; and/or

3. Changes to the size and/or type of food preparation equipment are proposed which will increase the amount of fats, oils and grease discharged into the sewerage system.

(Added by Ord. [18-11](#), File No. 101147, App 2/16/2011)

SEC. 140.7. MAINTENANCE AND OPERATIONS.

a. Grease capturing equipment must be operated and maintained effectively and properly at all times, and in accordance with any rules and regulations issued by the General Manager and the Department. Food Service Establishments shall be required to keep and/or provide equipment maintenance and service logs or receipts, and to retain such logs on-site.

b. Grease capturing equipment shall be maintained at a frequency such that the combined fats, oil and grease and solids accumulation does not exceed 25% of the total hydraulic depth of the equipment.

c. Food Service Establishments shall comply with any Department directive to increase the frequency of Grease Capturing Equipment servicing, if the frequency of servicing is not adequate to ensure that the combined fats, oil and grease and solids accumulation does not exceed 25% of the total hydraulic depth of the equipment.

d. In addition to the specific grease capturing equipment operation and maintenance requirements in this Article, Food Service Establishments must follow the manufacturers' recommendations and guidelines for appropriate operation and maintenance of the grease capturing equipment. Information on the manufacturer-recommended operations and maintenance of the grease capturing equipment shall be retained on-site by the Food Service Establishment.

e. Gravity Grease Interceptors shall be serviced and emptied of accumulated waste content as required to maintain efficient operations and shall be pumped out and cleaned only by a waste hauler certified by the California Department of Food and Agriculture.

f. Grease Capturing Equipment Waste that is removed by any means other than self-cleaning must be removed by a grease hauler certified by the California Department of Food and Agriculture. The

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maintenance records signed by the certified grease hauler shall be retained on-site by the Food Service Establishment for three years.

g. Materials removed from grease capturing equipment shall not be reinserted into the interceptor or allowed to pass into the sewerage system.

h. Best Management Practices regarding maintenance and operations of grease capturing equipment, specified by the Department, shall be implemented by all Food Service Establishments.

(Added by Ord. [18-11](#), File No. 101147, App 2/16/2011)

SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS ORDER NO. 158170
INDUSTRIAL WASTE DISCHARGE LIMITS INTO CITY'S SEWERAGE SYSTEM

A. This order is being adopted in compliance with the requirements of the Federal Clean Water Act, as amended, and attendant Environmental Protection Agency regulations. Industrial waste discharge limits on wastewater discharges into the City's sewerage system have been proposed for adoption pursuant on this Order.

B. Pursuant to Chapter X (Public Works Code) of Part II of the San Francisco Municipal Code, Article 4.1, the Director of Public Works hereby adopts the following provisions:

1. The characteristics of any 24 hour composite sample representative of a wastewater discharge generated over that period of time shall not exceed the following concentration-based numerical limits:

Pollutant/Pollutant Parameter Limit (mg/l)

Arsenic (As) (as Total)	4.0
Cadmium (Cd) (as Total)	0.5
Chromium (Cr) (as Total)	5.0
Copper (Cu) (as Total)	4.0
Lead (Pb) (as Total)	1.5
Mercury (Hg) (as Total)	0.05
Nickel (Ni) (as Total)	2.0
Silver (Ag) (as Total)	0.6
Zinc (Zn) (as Total)	7.0
Phenol	23.0
Cyanide (CN) (as Total)	1.0

2. These numerical limits shall apply at the point of wastewater discharge into the sewerage system of the City and County of San Francisco with the proviso that no discharger shall increase the use of process water or, in any other way attempt to dilute a discharge as a partial or complete substitute for adequate wastewater management to achieve compliance with the requirements of this Order.
3. On an individual discharger basis, the Director of Public Works may consider inclusion of local limits greater than those specified in this Order provided that the two following conditions are met:
 - a. The discharger's inability to meet concentration-based limits specified in this Order is caused solely by implementation of a significant water reclamation or water reuse program at the discharger facility, and
 - b. The amended concentration-based limit does not result in an increase in the mass emission of that pollutant from the discharger facility.
4. In addition to any other provision of this Order, all dischargers must comply with all the requirements of Chapter X (Public Works Code) of Part II of the San Francisco Municipal Code, Article 4.1 (Industrial Waste Ordinance #19-92).
5. All of the pollutants/pollutant parameters specified above are defined in the Federal regulations at 40 CFR Part 136 (1991).
6. This Order rescinds City and County of San Francisco Department of Public Works Order No. 104,407, adopted March 3, 1976.
7. The provisions of this Order are effective immediately.

CITY AND COUNTY OF SAN FRANCISCO
CONTRACT # 72121
VEHICLE WASHING AND DETAILING SERVICES



ATTACHMENT C
SPECIFICATIONS FOR
GROUP I – GENERAL VEHICLE WASHING (EXTERIOR ONLY)
REVISION DATE 8/01/2017

1 **1 - GENERAL SPECIFICATIONS:**

2
3 **SPECIFICATION OUTLINE:**

4 The following specifications for Vehicle Washing (exterior only) is divided into three complete
5 sections. The first section outlines the overall specification requirement. The second details
6 the washing procedures. The third section refers to supplier facilities. Vehicle washing shall
7 comply with industry best practices, with additions and deletions as contained herein.

8
9 **ALTERNATE METHODS OTHER THAN LISTED IN SPECIFICATIONS:**

10 When processes and other methods are used in describing services listed in this specification,
11 bids for similar methods will be considered unless otherwise stated. Bidders may also propose
12 updated processes or methods. Purchasing shall be the sole judge as to whether such
13 alternate methods are acceptable. Unless bidder states to the contrary, services offered will
14 be assumed to be the specific services named in this specification. If not offering the specific
15 services named, bidder should enclose full information, specifications and descriptive data on
16 items offered with its bid. Purchasing reserves the right to permit deviations from the
17 specifications if any process or method offered is substantially in accord with Purchasing's
18 specifications and is deemed by Purchasing to be of as good quality and as fully satisfactory
19 for its intended use. Bidder is responsible for identifying any deviations from Purchasing's
20 specifications. Bidders should not assume an alternate offered is an approved equal. The City
21 will evaluate alternates and inform the bidder if the alternate is acceptable. Purchasing must
22 approve all alternates.

23
24 **GENERALITIES:**

25 To allow for supplier specific processes and methods, and insure a level of competitiveness,
26 we have left certain areas of our specifications general by design. In such cases, the items
27 being referred to may be general but adherence to the requested results and/or end product(s)
28 must be met. This is especially important in areas where critical procedures or methods, etc.
29 are specified. In the cases where the word "SHALL" is used, no substitution will be allowed.

30
31 **IMPORTANT: PRE-BID CONFERENCE**

32
33 **A Pre-Bid Conference will be held as follows:**

34
35 **DATE: Friday, September 29, 2017**
36 **TIME: 10:00 A.M.**
37 **PLACE: City & County of San Francisco**
38 **City Hall, Room 400 (Hearing Room 1)**
39 **1 Dr. Carlton B. Goodlett Place**
40 **San Francisco, CA 94102**

41
42 Though not mandatory, attendance at the conference is strongly urged for all

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ATTACHMENT C
SPECIFICATIONS FOR
GROUP I – GENERAL VEHICLE WASHING (EXTERIOR ONLY)
REVISION DATE 8/01/2017

43 prospective bidders on this contract.

44

45 It is requested that bidder's questions concerning this contract proposal be
46 submitted by email or fax at least 72 hours prior to the date and time of the Pre-bid
47 Conference and directed to:

48

49 Mark Farley, Purchaser

Email: mark.farley@sfgov.org

50 Department: OCA

Phone: (415) 554-6257

51 Purchasing Division

FAX: (415) 554-6717

52 1 Dr. Carlton B. Goodlett Place

53 San Francisco, CA 94102

54

55 **Please reference Bid Proposal No. 72121 / 0000000205**

56

57 **The Pre-bid Conference will begin at the time specified and company representatives**
58 **are urged to arrive on time. Topics already covered will not be repeated for the benefit**
59 **of late arrivals. Failure to attend the Pre-Bid Conference shall not excuse the**
60 **successful bidder from any obligations of the contract. Any change or addition to the**
61 **requirements contained in this contract proposal as a result of the Pre-Bid Conference**
62 **will be executed by written Bid Addendum.**

63

64 **MANUFACTURER'S SPECIFICATION:**

65 Complete specifications, published literature and photos or illustrations of services proposed
66 should be furnished with bid. Bidders should prepare and submit their own proposals
67 addressing each section, item or component of these City specifications indicating full
68 compliance without exception or explaining in detail any exception, deviation or non-
69 compliance. Bidders should not simply submit a copy of a set of specifications if they differ
70 from these City specifications nor should they submit copies of quotations as a response to the
71 City's bid solicitation. An MSDS (Material Safety Data Sheet) shall be supplied for all fluids
72 used.

73

74 **APPLICABLE DOCUMENTS AND CERTIFICATIONS:**

75 Specifications on the following pages are written with the intent to comply with all applicable
76 documents and certifications, but the final responsibility to comply shall rest with the vendor
77 and not the City and County of San Francisco. The successful bidder shall adhere to the
78 standards set forth by the following agencies:

79

- 80 • State of California General Industrial Safety Orders
- 81 • State of California Health and Safety Code
- 82 • California Occupational Safety and Health Act (OSHA) and the EPA
- 83 • An MSDS (Material Safety Data Sheet) for all fluids used shall be included with supplier
- 84 bid.

CITY AND COUNTY OF SAN FRANCISCO
CONTRACT # 72121
VEHICLE WASHING AND DETAILING SERVICES



ATTACHMENT C
SPECIFICATIONS FOR
GROUP I – GENERAL VEHICLE WASHING (EXTERIOR ONLY)

REVISION DATE 8/01/2017

85 **DEMONSTRATIONS**

86 The City reserves the option to request, and the bidder shall agree to provide, an “on the job”
87 demonstration and evaluation for the City’s Fleet Management personnel before acceptance of
88 contract in the event the City is not familiar with the process or services offered. If requested
89 by the City, a demonstration shall be performed prior to award and provided at no additional
90 cost to the City. Time required for such evaluation shall be as determined by the City.

91

92 **CONTRACT AMENDMENT:**

93 Any changes made to the specifications after the order is issued shall be approved by the
94 Purchaser prior to the incorporation of the changes. Any work performed prior to the City’s
95 issuance of a written amendment to the order will be done at the risk of the vendor with the
96 possibility of delayed acceptance and payment of the unit.

97

98

99 **BIDDER’S COMPLIANCE AND EXCEPTIONS**

100 All exceptions shall be stated no matter how seemingly minor. Bidders shall indicate
101 compliance with each section and line item specifications as required in the line spaces
102 provided by marking with a “Y” for yes. If the bidder is offering an alternate of equal or
103 superior status to the line item specification, bidder will indicate by marking with an “E”
104 for exception on each line item. The bidder must then reference each item exception
105 and explain the exception taken and the proposed alternate on the Bid Exception
106 Sheets.

107

108 **Bids which do not include confirmation of each section and line item as required, will
109 be deemed to take exception to such bid requirements, which may result in the bid
110 being deemed non-responsive. If exceptions are taken, Bid Exception Sheets must be
111 returned with the submitted bids.

112

113 **IMPORTANT:** If a single bidder is submitting multiple bids, the bidder shall submit a
114 completed set of specs for each individual bid. Multiple bids that are submitted as one
115 bid package will not be acceptable.

116

117

118 **CONDITIONS:**

119

120 Except in rare cases, vehicles will be delivered to the Contractor’s San Francisco locations
121 where services are to be performed and removed from those locations by representatives of
122 the City. The City desires Contractor’s services be available a minimum of six (6) days per
123 week / 8 hours per day. Contractor shall provide extended hours on two workdays per week
124 consisting of at least two (2) additional hours on the extended workdays per week.

125

CITY AND COUNTY OF SAN FRANCISCO
CONTRACT # 72121
VEHICLE WASHING AND DETAILING SERVICES



ATTACHMENT C
SPECIFICATIONS FOR
GROUP I – GENERAL VEHICLE WASHING (EXTERIOR ONLY)

REVISION DATE 8/01/2017

126 All police vehicles shall be provided with immediate service after they are delivered. They shall
127 be given priority over all other vehicles and no work shall be done on any other vehicles that
128 would cause any delay to a police vehicle.

129
130 Suppliers shall be in possession of City-issued Industrial User Wastewater Discharge permits
131 under the City and County of San Francisco's Sewer Use Ordinance prior to the performance
132 of any and all services for this contract. See Article 4.1, Chapter X (Public Works Code), Part
133 II of the San Francisco Municipal Code (Attachment A). Also see San Francisco Department
134 of Public Works Order No. 158170 (Attachment B).

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137 **SECTION 2 – WASHING:**

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139 _____ The exterior of the vehicles are to be washed with water, to which a proper amount of an
140 approved automobile body soap has been added. If vehicles are washed via waterless
141 means, City-approved environmentally-friendly solutions shall be used. Exterior
142 washing shall be done by hand, mechanical line method or a mechanical/chemical
143 method capable of finishing a completed wash job within a period of ten (10) minutes.
144 In the event of mechanical wash failure, supplier shall have the ability to hand wash
145 arriving City vehicles at no additional charges.

146 _____ All vehicles shall have exterior surfaces (including wheels and tires) washed and dried in
147 a manner which will not sustain damage to the vehicle, its accessories, or any
148 equipment mounted on the vehicle's exterior.

149

150 **SECTION 3 – FACILITIES:**

151

152 _____ All services shall be performed in areas with proper ventilation and shall pose no risk of
153 exposure to the general public.

154 _____ Supplier's facilities are to have the ability to accommodate motorcycles, three-wheel
155 vehicles, public safety vehicles, other sedans, pickup trucks, minivans, full size vans,
156 and sport/utility vehicles up to 90" in overall height including lights, speakers or any
157 other equipment mounted on the roof of the vehicle.

158 _____ All vehicles are to be completely serviced within the Contractor's property. No City
159 vehicles shall be serviced on public property, such as sidewalks and streets.

160

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

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CONTRACT # 72121
VEHICLE WASHING AND DETAILING SERVICES



ATTACHMENT C
SPECIFICATIONS FOR
GROUP I – GENERAL VEHICLE WASHING (EXTERIOR ONLY)
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BID EXCEPTION SHEETS

Return with Bid if any exceptions are taken

Please Note: All exceptions to the City's bid requirements must be listed on the sheets provided. Only those exceptions that are listed on the sheets provided will be evaluated. Any material exceptions may result in the rejection of the bid and the bidder will not receive further consideration.

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*Section Title, Line Number, & Page Number: _____

Description: _____

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Description: _____

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CITY AND COUNTY OF SAN FRANCISCO
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VEHICLE WASHING AND DETAILING SERVICES



ATTACHMENT C
SPECIFICATIONS FOR
GROUP I – GENERAL VEHICLE WASHING (EXTERIOR ONLY)

REVISION DATE 8/01/2017

195 *Section Title, Line Number, & Page Number: _____

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CITY AND COUNTY OF SAN FRANCISCO
CONTRACT # 72121
VEHICLE WASHING AND DETAILING SERVICES



ATTACHMENT D
SPECIFICATIONS FOR
GROUP II – GENERAL VEHICLE WASHING AND GENERAL INTERIOR DETAILING
REVISION DATE 8/01/2017

1 **1 - GENERAL SPECIFICATIONS:**

2
3 **SPECIFICATION OUTLINE:**

4 The following specifications for General Vehicle Washing and General Interior Detailing is
5 divided into three complete sections. The first section outlines the overall specification
6 requirement. The second details the washing and detailing procedures. The third section
7 refers to supplier facilities. Vehicle washing shall comply with industry best practices, with
8 additions and deletions as contained herein.

9
10 **ALTERNATE METHODS OTHER THAN LISTED IN SPECIFICATIONS:**

11 When processes and other methods are used in describing services listed in this specification,
12 bids for similar methods will be considered unless otherwise stated. Bidders may also propose
13 updated processes or methods. Purchasing shall be the sole judge as to whether such
14 alternate methods are acceptable. Unless bidder states to the contrary, services offered will
15 be assumed to be the specific services named in this specification. If not offering the specific
16 services named, bidder should enclose full information, specifications and descriptive data on
17 items offered with its bid. Purchasing reserves the right to permit deviations from the
18 specifications if any process or method offered is substantially in accord with Purchasing's
19 specifications and is deemed by Purchasing to be of as good quality and as fully satisfactory
20 for its intended use. Bidder is responsible for identifying any deviations from Purchasing's
21 specifications. Bidders should not assume an alternate offered is an approved equal. The City
22 will evaluate alternates and inform the bidder if the alternate is acceptable. Purchasing must
23 approve all alternates.

24
25 **GENERALITIES:**

26 To allow for supplier specific processes and methods, and insure a level of competitiveness,
27 we have left certain areas of our specifications general by design. In such cases, the items
28 being referred to may be general but adherence to the requested results and/or end product(s)
29 must be met. This is especially important in areas where critical procedures or methods, etc.
30 are specified. In the cases where the word "SHALL" is used, no substitution will be allowed.

31
32 **IMPORTANT: PRE-BID CONFERENCE**

33
34 **A Pre-Bid Conference will be held as follows:**

35
36 **DATE:** Friday, September 29, 2017
37 **TIME:** 10:00 A.M.
38 **PLACE:** City & County of San Francisco
39 City Hall, Room 400 (Hearing Room 1)
40 1 Dr. Carlton B. Goodlett Place
41 San Francisco, CA 94102
42

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43 Though not mandatory, attendance at the conference is strongly urged for all
44 prospective bidders on this contract.

45
46 It is requested that bidder's questions concerning this contract proposal be
47 submitted by email or fax at least 72 hours prior to the date and time of the Pre-bid
48 Conference and directed to:

49
50 Mark Farley, Purchaser Email: mark.farley@sfgov.org
51 Department: OCA Phone: (415) 554-6257
52 Purchasing Division FAX: (415) 554-6717
53 1 Dr. Carlton B. Goodlett Place
54 San Francisco, CA 94102
55

56 **Please reference Bid Proposal No. 72121 / 000000205**

57
58 **The Pre-bid Conference will begin at the time specified and company representatives**
59 **are urged to arrive on time. Topics already covered will not be repeated for the benefit**
60 **of late arrivals. Failure to attend the Pre-Bid Conference shall not excuse the**
61 **successful bidder from any obligations of the contract. Any change or addition to the**
62 **requirements contained in this contract proposal as a result of the Pre-Bid Conference**
63 **will be executed by written Bid Addendum.**

64
65 **MANUFACTURER'S SPECIFICATION:**

66 Complete specifications, published literature and photos or illustrations of services proposed
67 should be furnished with bid. Bidders should prepare and submit their own proposals
68 addressing each section, item or component of these City specifications indicating full
69 compliance without exception or explaining in detail any exception, deviation or non-
70 compliance. Bidders should not simply submit a copy of a set of specifications if they differ
71 from these City specifications nor should they submit copies of quotations as a response to the
72 City's bid solicitation. An MSDS (Material Safety Data Sheet) shall be supplied for all fluids
73 used.
74

75 **APPLICABLE DOCUMENTS AND CERTIFICATIONS:**

76 Specifications on the following pages are written with the intent to comply with all applicable
77 documents and certifications, but the final responsibility to comply shall rest with the vendor
78 and not the City and County of San Francisco. The successful bidder shall adhere to the
79 standards set forth by the following agencies:
80

- 81 • State of California General Industrial Safety Orders
- 82 • State of California Health and Safety Code
- 83 • California Occupational Safety and Health Act (OSHA) and the EPA

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- An MSDS (Material Safety Data Sheet) for all fluids used shall be included with supplier bid.

DEMONSTRATIONS

The City reserves the option to request, and the bidder shall agree to provide, an “on the job” demonstration and evaluation for the City’s Fleet Management personnel before acceptance of contract in the event the City is not familiar with the process or services offered. If requested by the City, a demonstration shall be performed prior to award and provided at no additional cost to the City. Time required for such evaluation shall be as determined by the City.

CONTRACT AMENDMENT:

Any changes made to the specifications after the order is issued shall be approved by the Purchaser prior to the incorporation of the changes. Any work performed prior to the City’s issuance of a written amendment to the order will be done at the risk of the vendor with the possibility of delayed acceptance and payment of the unit.

BIDDER’S COMPLIANCE AND EXCEPTIONS

All exceptions shall be stated no matter how seemingly minor. Bidders shall indicate compliance with each section and line item specifications as required in the line spaces provided by marking with a “Y” for yes. If the bidder is offering an alternate of equal or superior status to the line item specification, bidder will indicate by marking with an “E” for exception on each line item. The bidder must then reference each item exception and explain the exception taken and the proposed alternate on the Bid Exception Sheets.

**Bids which do not include confirmation of each section and line item as required, will be deemed to take exception to such bid requirements, which may result in the bid being deemed non-responsive. If exceptions are taken, Bid Exception Sheets must be returned with the submitted bids.

IMPORTANT: If a single bidder is submitting multiple bids, the bidder shall submit a completed set of specs for each individual bid. Multiple bids that are submitted as one bid package will not be acceptable.

CONDITIONS:

Except in rare cases, vehicles will be delivered to the Contractor’s San Francisco locations where services are to be performed and removed from those locations by representatives of the City. The City desires Contractor’s services be available a minimum of six (6) days per

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VEHICLE WASHING AND DETAILING SERVICES



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SPECIFICATIONS FOR
GROUP II – GENERAL VEHICLE WASHING AND GENERAL INTERIOR DETAILING
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125 week / 8 hours per day. Contractor shall provide extended hours on two workdays per week
126 consisting of at least two (2) additional hours on the extended workdays per week.

127 All police vehicles shall be provided with immediate service after they are delivered. They shall
128 be given priority over all other vehicles and no work shall be done on any other vehicles that
129 would cause any delay to a police vehicle.

130
131 Suppliers shall be in possession of City-issued Industrial User Wastewater Discharge permits
132 under the City and County of San Francisco's Sewer Use Ordinance prior to the performance
133 of any and all services for this contract. See Article 4.1, Chapter X (Public Works Code), Part
134 II of the San Francisco Municipal Code (Attachment A). Also see San Francisco Department
135 of Public Works Order No. 158170 (Attachment B).

136
137

138 **SECTION 2 –WASHING:**

139

140 _____ Interiors of vehicles to be serviced shall be thoroughly cleaned by brushing, the use of a
141 vacuum process, or by blowing out using compressed air. The interior will then be
142 dusted or wiped damp-dry and the windows will be cleaned to a high luster.

143 _____ The exterior of the vehicles and those portions of their interiors that can be so cleaned
144 are to be washed with water, to which a proper amount of an approved automobile body
145 soap has been added. If vehicles are washed via waterless means, City-approved
146 environmentally-friendly solutions shall be used. The exterior washing shall be done by
147 hand, mechanical line method or a mechanical/chemical method capable of finishing a
148 completed wash job within a period of ten (10) minutes after the interior has been
149 thoroughly cleaned. In the event of mechanical wash failure, supplier shall have the
150 ability to hand wash arriving City vehicles at no additional charges.

151 _____ All vehicles shall have exterior surfaces (including wheels and tires) washed and dried
152 and interior surfaces cleaned in a manner which will not sustain damage to the vehicle,
153 its accessories, or any equipment mounted on the vehicle's exterior.

154

155 **SECTION 3 –FACILITIES:**

156

157 _____ All services shall be performed in areas with proper ventilation and shall pose no risk of
158 exposure to the general public.

159 _____ Supplier's facilities are to have the ability to accommodate motorcycles, three-wheel
160 vehicles, public safety vehicles, other sedans, pickup trucks, minivans, full size vans,
161 and sport/utility vehicles up to 90" in overall height including lights, speakers or any
162 other equipment mounted on the roof of the vehicle.

163 _____ All vehicles are to be completely serviced within the Contractor's property. No City
164 vehicles shall be serviced on public property, such as sidewalks and streets.

165

CITY AND COUNTY OF SAN FRANCISCO
CONTRACT # 72121
VEHICLE WASHING AND DETAILING SERVICES



ATTACHMENT D
SPECIFICATIONS FOR
GROUP II – GENERAL VEHICLE WASHING AND GENERAL INTERIOR DETAILING
REVISION DATE 8/01/2017

166 **NOTE:** Contractor is prohibited from subcontracting services under this Contract unless such
167 subcontracting is agreed to in writing by Purchasing. No party on the basis of this
168 Contract shall in any way contract on behalf of or in the name of the other party of this
169 Contract, and violation of this provision shall confer no rights on any party and any
170 action taken shall be void.
171

CITY AND COUNTY OF SAN FRANCISCO
CONTRACT # 72121
VEHICLE WASHING AND DETAILING SERVICES



ATTACHMENT D
SPECIFICATIONS FOR
GROUP II – GENERAL VEHICLE WASHING AND GENERAL INTERIOR DETAILING
REVISION DATE 8/01/2017

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BID EXCEPTION SHEETS

Return with Bid if any exceptions are taken

Please Note: All exceptions to the City's bid requirements must be listed on the sheets provided. Only those exceptions that are listed on the sheets provided will be evaluated. Any material exceptions may result in the rejection of the bid and the bidder will not receive further consideration.

*Section Title, Line Number, & Page Number: _____

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*Section Title, Line Number, & Page Number: _____

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*Section Title, Line Number, & Page Number: _____

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CITY AND COUNTY OF SAN FRANCISCO
CONTRACT # 72121
VEHICLE WASHING AND DETAILING SERVICES



ATTACHMENT D
SPECIFICATIONS FOR
GROUP II – GENERAL VEHICLE WASHING AND GENERAL INTERIOR DETAILING
REVISION DATE 8/01/2017

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231 Alternative: _____

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CITY AND COUNTY OF SAN FRANCISCO
CONTRACT # 72121
VEHICLE WASHING AND DETAILING SERVICES



ATTACHMENT D
SPECIFICATIONS FOR
GROUP II – GENERAL VEHICLE WASHING AND GENERAL INTERIOR DETAILING
REVISION DATE 8/01/2017

234 *Section Title, Line Number, & Page Number: _____

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CITY AND COUNTY OF SAN FRANCISCO
CONTRACT # 72121
VEHICLE WASHING AND DETAILING SERVICES



ATTACHMENT E
SPECIFICATIONS FOR
GROUP III – GENERAL VEHICLE WASHING AND DECONTAMINATION DETAILING
REVISION DATE 8/01/2017

1 **1 - GENERAL SPECIFICATIONS:**

2
3 **SPECIFICATION OUTLINE:**

4 The following specifications for General Vehicle Washing and Decontamination Detailing is
5 divided into three complete sections. The first section outlines the overall specification
6 requirement. The second details the washing and decontamination procedures. The third
7 section refers to supplier facilities. Vehicle washing shall comply with industry best practices,
8 with additions and deletions as contained herein.
9

10 **ALTERNATE METHODS OTHER THAN LISTED IN SPECIFICATIONS:**

11 When processes and other methods are used in describing services listed in this specification,
12 bids for similar methods will be considered unless otherwise stated. Bidders may also propose
13 updated processes or methods. Purchasing shall be the sole judge as to whether such
14 alternate methods are acceptable. Unless bidder states to the contrary, services offered will
15 be assumed to be the specific services named in this specification. If not offering the specific
16 services named, bidder should enclose full information, specifications and descriptive data on
17 items offered with its bid. Purchasing reserves the right to permit deviations from the
18 specifications if any process or method offered is substantially in accord with Purchasing's
19 specifications and is deemed by Purchasing to be of as good quality and as fully satisfactory
20 for its intended use. Bidder is responsible for identifying any deviations from Purchasing's
21 specifications. Bidders should not assume an alternate offered is an approved equal. The City
22 will evaluate alternates and inform the bidder if the alternate is acceptable. Purchasing must
23 approve all alternates.
24

25 **GENERALITIES:**

26 To allow for supplier specific processes and methods, and insure a level of competitiveness,
27 we have left certain areas of our specifications general by design. In such cases, the items
28 being referred to may be general but adherence to the requested results and/or end product(s)
29 must be met. This is especially important in areas where critical procedures or methods, etc.
30 are specified. In the cases where the word "SHALL" is used, no substitution will be allowed.
31

32 **IMPORTANT: PRE-BID CONFERENCE**

33
34 **A Pre-Bid Conference will be held as follows:**

35
36 **DATE:** Friday, September 29, 2017
37 **TIME:** 10:00 A.M.
38 **PLACE:** City & County of San Francisco
39 City Hall, Room 400 (Hearing Room 1)
40 1 Dr. Carlton B. Goodlett Place
41 San Francisco, CA 94102
42

CITY AND COUNTY OF SAN FRANCISCO
CONTRACT # 72121
VEHICLE WASHING AND DETAILING SERVICES



ATTACHMENT E
SPECIFICATIONS FOR
GROUP III – GENERAL VEHICLE WASHING AND DECONTAMINATION DETAILING
REVISION DATE 8/01/2017

43 Though not mandatory, attendance at the conference is strongly urged for all
44 prospective bidders on this contract.

45
46 It is requested that bidder's questions concerning this contract proposal be
47 submitted by email or fax at least 72 hours prior to the date and time of the Pre-bid
48 Conference and directed to:

49
50 Mark Farley, Purchaser Email: mark.farley@sfgov.org
51 Department: OCA Phone: (415) 554-6257
52 Purchasing Division FAX: (415) 554-6717
53 1 Dr. Carlton B. Goodlett Place
54 San Francisco, CA 94102
55

56 **Please reference Bid Proposal No. 72121 / 000000205**

57
58 **The Pre-bid Conference will begin at the time specified and company representatives**
59 **are urged to arrive on time. Topics already covered will not be repeated for the benefit**
60 **of late arrivals. Failure to attend the Pre-Bid Conference shall not excuse the**
61 **successful bidder from any obligations of the contract. Any change or addition to the**
62 **requirements contained in this contract proposal as a result of the Pre-Bid Conference**
63 **will be executed by written Bid Addendum.**

64
65 **MANUFACTURER'S SPECIFICATION:**

66 Complete specifications, published literature and photos or illustrations of services proposed
67 should be furnished with bid. Bidders should prepare and submit their own proposals
68 addressing each section, item or component of these City specifications indicating full
69 compliance without exception or explaining in detail any exception, deviation or non-
70 compliance. Bidders should not simply submit a copy of a set of specifications if they differ
71 from these City specifications nor should they submit copies of quotations as a response to the
72 City's bid solicitation. An MSDS (Material Safety Data Sheet) shall be supplied for all fluids
73 used.

74
75 **APPLICABLE DOCUMENTS AND CERTIFICATIONS:**

76 Specifications on the following pages are written with the intent to comply with all applicable
77 documents and certifications, but the final responsibility to comply shall rest with the vendor
78 and not the City and County of San Francisco. The successful bidder shall adhere to the
79 standards set forth by the following agencies:

- 80
81
 - State of California General Industrial Safety Orders
 - 82 • State of California Health and Safety Code
 - 83 • California Occupational Safety and Health Act (OSHA) and the EPA

CITY AND COUNTY OF SAN FRANCISCO
CONTRACT # 72121
VEHICLE WASHING AND DETAILING SERVICES



ATTACHMENT E
SPECIFICATIONS FOR
GROUP III – GENERAL VEHICLE WASHING AND DECONTAMINATION DETAILING
REVISION DATE 8/01/2017

- An MSDS (Material Safety Data Sheet) for all fluids used shall be included with supplier bid.

DEMONSTRATIONS

The City reserves the option to request, and the bidder shall agree to provide, an “on the job” demonstration and evaluation for the City’s Fleet Management personnel before acceptance of contract in the event the City is not familiar with the process or services offered. If requested by the City, a demonstration shall be performed prior to award and provided at no additional cost to the City. Time required for such evaluation shall be as determined by the City.

CONTRACT AMENDMENT:

Any changes made to the specifications after the order is issued shall be approved by the Purchaser prior to the incorporation of the changes. Any work performed prior to the City’s issuance of a written amendment to the order will be done at the risk of the vendor with the possibility of delayed acceptance and payment of the unit.

BIDDER’S COMPLIANCE AND EXCEPTIONS

All exceptions shall be stated no matter how seemingly minor. Bidders shall indicate compliance with each section and line item specifications as required in the line spaces provided by marking with a “Y” for yes. If the bidder is offering an alternate of equal or superior status to the line item specification, bidder will indicate by marking with an “E” for exception on each line item. The bidder must then reference each item exception and explain the exception taken and the proposed alternate on the Bid Exception Sheets.

****Bids which do not include confirmation of each section and line item as required, will be deemed to take exception to such bid requirements, which may result in the bid being deemed non-responsive. If exceptions are taken, Bid Exception Sheets must be returned with the submitted bids.**

IMPORTANT: If a single bidder is submitting multiple bids, the bidder shall submit a completed set of specs for each individual bid. Multiple bids that are submitted as one bid package will not be acceptable.

CONDITIONS:

Except in rare cases, vehicles will be delivered to the Contractor’s San Francisco locations where services are to be performed and removed from those locations by representatives of the City. The City desires Contractor’s services be available a minimum of six (6) days per

CITY AND COUNTY OF SAN FRANCISCO
CONTRACT # 72121
VEHICLE WASHING AND DETAILING SERVICES



ATTACHMENT E
SPECIFICATIONS FOR
GROUP III – GENERAL VEHICLE WASHING AND DECONTAMINATION DETAILING

REVISION DATE 8/01/2017

125 week / 8 hours per day. Contractor shall provide extended hours on two workdays per week
126 consisting of at least two (2) additional hours on the extended workdays per week.

127 All police vehicles shall be provided with immediate service after they are delivered. They shall
128 be given priority over all other vehicles and no work shall be done on any other vehicles that
129 would cause any delay to a police vehicle.

130
131 Suppliers shall be in possession of City-issued Industrial User Wastewater Discharge permits
132 under the City and County of San Francisco's Sewer Use Ordinance prior to the performance
133 of any and all services for this contract. See Article 4.1, Chapter X (Public Works Code), Part
134 II of the San Francisco Municipal Code (Attachment A). Also see San Francisco Department
135 of Public Works Order No. 158170 (Attachment B).

136
137
138 **SECTION 2 – WASHING AND DECONTAMINATION DETAILING:**

139
140 General Vehicle Washing and Decontamination Detailing involves the cleaning, disinfecting,
141 and decontamination of City vehicles which may include the presence of bodily fluids and other
142 biohazard materials including, but not limited to, needles, syringes, sharps, blood, saliva, fecal
143 material, vomit, lice, and vermin.

144
145 _____ Interior of vehicles shall be thoroughly washed, cleaned and disinfected. Process shall
146 include, but not be limited to, sweeping and scrubbing interiors with brushes and
147 flushing out effluent matter utilizing water/dry vacuums containing hoses with high-
148 pressure nozzles. EPA-approved chemical disinfectants such as Pure Green 24 or
149 City-approved equals shall be used. **Under no circumstances shall regular water
150 hoses or large amounts of liquids be used to wash the interiors of police or other
151 public safety vehicles due to the presence of electronic equipment.**

152 _____ Fogging of sealed vehicles may also be required for ridding the vehicles of parasites and
153 insects. Vehicle seats and carpets are to be vacuumed and shampooed following
154 fogging. Upon securing permission from corresponding department, parts of vehicles
155 may be required to be removed to facilitate complete cleaning and disinfecting of
156 interiors.

157 _____ The exterior of the vehicles are to be washed with water, to which a proper amount of an
158 approved automobile body soap has been added. If vehicles are washed via waterless
159 means, City-approved environmentally-friendly solutions shall be used. The exterior
160 washing shall be done by hand, mechanical line method or a mechanical/chemical
161 method. In the event of a mechanical wash failure, supplier shall have the ability to
162 hand wash arriving City vehicles at no additional charges.

163 _____ In some instances, vehicles will need to be picked up by supplier from a City location to
164 be transported to the supplier's facilities via driving, towing or flatbedding. Upon
165 receiving a call for such occasions, pickup shall be completed within 4 business hours
166 of notification during normal business hours.

CITY AND COUNTY OF SAN FRANCISCO
CONTRACT # 72121
VEHICLE WASHING AND DETAILING SERVICES



ATTACHMENT E
SPECIFICATIONS FOR
GROUP III – GENERAL VEHICLE WASHING AND DECONTAMINATION DETAILING
REVISION DATE 8/01/2017

167 _____ In general, vehicles shall have cleaning be completed within 4 business hours. There is
168 the potential for some vehicles to be required to be held overnight at supplier locations
169 due to the intensive nature of detailing required and be available for City pickup within
170 24 hours of drop-off or arrival.

171 _____ In all cases, City vehicles shall be kept in locked facilities that cannot be accessed by
172 the general public and shall be available for pickup within the time periods mentioned
173 above with vehicles and vehicle keys at the same supplier location.

174 _____ All vehicles shall have exterior surfaces (including wheels and tires) washed and dried
175 and interior surfaces cleaned in a manner which will not sustain damage to the vehicle,
176 its accessories, or any equipment mounted on the vehicle's exterior.

177 _____ Vehicles shall be returned to City departments in a fully clean and disinfected condition
178 with no evidence or trace of contaminants.

179

180 **SECTION 3 – FACILITIES:**

181

182 _____ All services shall be performed in areas with proper ventilation and shall pose no risk of
183 exposure to the general public.

184 _____ Supplier's facilities are to have the ability to accommodate motorcycles, three-wheel
185 vehicles, sedans, pickup trucks, minivans, full size vans, sport/utility vehicles as well as
186 vehicles exceeding 90" in overall height (public safety vehicles, larger vans, buses and
187 trucks) including lights, speakers or any other equipment mounted on the roof of the
188 vehicle.

189 _____ All vehicles are to be completely serviced within the Contractor's property. No City
190 vehicles shall be serviced on public property, such as sidewalks and streets.

191

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

197

CITY AND COUNTY OF SAN FRANCISCO
CONTRACT # 72121
VEHICLE WASHING AND DETAILING SERVICES



ATTACHMENT E
SPECIFICATIONS FOR
GROUP III – GENERAL VEHICLE WASHING AND DECONTAMINATION DETAILING
REVISION DATE 8/01/2017

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BID EXCEPTION SHEETS

Return with Bid if any exceptions are taken

Please Note: All exceptions to the City's bid requirements must be listed on the sheets provided. Only those exceptions that are listed on the sheets provided will be evaluated. Any material exceptions may result in the rejection of the bid and the bidder will not receive further consideration.

*Section Title, Line Number, & Page Number: _____

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CITY AND COUNTY OF SAN FRANCISCO
CONTRACT # 72121
VEHICLE WASHING AND DETAILING SERVICES



ATTACHMENT E
SPECIFICATIONS FOR
GROUP III – GENERAL VEHICLE WASHING AND DECONTAMINATION DETAILING
REVISION DATE 8/01/2017

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CITY AND COUNTY OF SAN FRANCISCO
CONTRACT # 72121
VEHICLE WASHING AND DETAILING SERVICES



ATTACHMENT E
SPECIFICATIONS FOR
GROUP III – GENERAL VEHICLE WASHING AND DECONTAMINATION DETAILING
REVISION DATE 8/01/2017

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CITY AND COUNTY OF SAN FRANCISCO
CONTRACT # 72121
VEHICLE WASHING AND DETAILING SERVICES



ATTACHMENT F
SPECIFICATIONS FOR
GROUP IIIA – MOBILE VEHICLE WASHING AND DECONTAMINATION DETAILING
REVISION DATE 8/01/2017

1 **1 - GENERAL SPECIFICATIONS:**

2
3 **SPECIFICATION OUTLINE:**

4 The following specifications for Mobile General Vehicle Washing and Decontamination
5 Detailing is divided into three complete sections. The first section outlines the overall
6 specification requirement. The second details the washing and decontamination procedures.
7 The third section refers to supplier facilities. Vehicle washing shall comply with industry best
8 practices, with additions and deletions as contained herein.
9

10 **ALTERNATE METHODS OTHER THAN LISTED IN SPECIFICATIONS:**

11 When processes and other methods are used in describing services listed in this specification,
12 bids for similar methods will be considered unless otherwise stated. Bidders may also propose
13 updated processes or methods. Purchasing shall be the sole judge as to whether such
14 alternate methods are acceptable. Unless bidder states to the contrary, services offered will
15 be assumed to be the specific services named in this specification. If not offering the specific
16 services named, bidder should enclose full information, specifications and descriptive data on
17 items offered with its bid. Purchasing reserves the right to permit deviations from the
18 specifications if any process or method offered is substantially in accord with Purchasing's
19 specifications and is deemed by Purchasing to be of as good quality and as fully satisfactory
20 for its intended use. Bidder is responsible for identifying any deviations from Purchasing's
21 specifications. Bidders should not assume an alternate offered is an approved equal. The City
22 will evaluate alternates and inform the bidder if the alternate is acceptable. Purchasing must
23 approve all alternates.
24

25 **GENERALITIES:**

26 To allow for supplier specific processes and methods, and insure a level of competitiveness,
27 we have left certain areas of our specifications general by design. In such cases, the items
28 being referred to may be general but adherence to the requested results and/or end product(s)
29 must be met. This is especially important in areas where critical procedures or methods, etc.
30 are specified. In the cases where the word "SHALL" is used, no substitution will be allowed.
31

32 **IMPORTANT: PRE-BID CONFERENCE**

33
34 **A Pre-Bid Conference will be held as follows:**

35
36 **DATE:** Friday, September 29, 2017
37 **TIME:** 10:00 A.M.
38 **PLACE:** City & County of San Francisco
39 City Hall, Room 400 (Hearing Room 1)
40 1 Dr. Carlton B. Goodlett Place
41 San Francisco, CA 94102
42

**CITY AND COUNTY OF SAN FRANCISCO
CONTRACT # 72121
VEHICLE WASHING AND DETAILING SERVICES**



**ATTACHMENT F
SPECIFICATIONS FOR
GROUP IIIA – MOBILE VEHICLE WASHING AND DECONTAMINATION DETAILING**

REVISION DATE 8/01/2017

43 Though not mandatory, attendance at the conference is strongly urged for all
44 prospective bidders on this contract.

45
46 It is requested that bidder's questions concerning this contract proposal be
47 submitted by email or fax at least 72 hours prior to the date and time of the Pre-bid
48 Conference and directed to:

49			
50	Mark Farley, Purchaser	Email:	mark.farley@sfgov.org
51	Department: OCA	Phone:	(415) 554-6257
52	Purchasing Division	FAX:	(415) 554-6717
53	1 Dr. Carlton B. Goodlett Place		
54	San Francisco, CA 94102		
55			

Please reference Bid Proposal No. 72121 / 000000205

56
57
58 **The Pre-bid Conference will begin at the time specified and company representatives**
59 **are urged to arrive on time. Topics already covered will not be repeated for the benefit**
60 **of late arrivals. Failure to attend the Pre-Bid Conference shall not excuse the**
61 **successful bidder from any obligations of the contract. Any change or addition to the**
62 **requirements contained in this contract proposal as a result of the Pre-Bid Conference**
63 **will be executed by written Bid Addendum.**

64
65 **MANUFACTURER'S SPECIFICATION:**

66 Complete specifications, published literature and photos or illustrations of services proposed
67 should be furnished with bid. Bidders should prepare and submit their own proposals
68 addressing each section, item or component of these City specifications indicating full
69 compliance without exception or explaining in detail any exception, deviation or non-
70 compliance. Bidders should not simply submit a copy of a set of specifications if they differ
71 from these City specifications nor should they submit copies of quotations as a response to the
72 City's bid solicitation. An MSDS (Material Safety Data Sheet) shall be supplied for all fluids
73 used.

74
75 **APPLICABLE DOCUMENTS AND CERTIFICATIONS:**

76 Specifications on the following pages are written with the intent to comply with all applicable
77 documents and certifications, but the final responsibility to comply shall rest with the vendor
78 and not the City and County of San Francisco. The successful bidder shall adhere to the
79 standards set forth by the following agencies:

- 80
- 81 • State of California General Industrial Safety Orders
 - 82 • State of California Health and Safety Code
 - 83 • California Occupational Safety and Health Act (OSHA) and the EPA

CITY AND COUNTY OF SAN FRANCISCO
CONTRACT # 72121
VEHICLE WASHING AND DETAILING SERVICES



ATTACHMENT F
SPECIFICATIONS FOR
GROUP IIIA – MOBILE VEHICLE WASHING AND DECONTAMINATION DETAILING
REVISION DATE 8/01/2017

- An MSDS (Material Safety Data Sheet) for all fluids used shall be included with supplier bid.

DEMONSTRATIONS

The City reserves the option to request, and the bidder shall agree to provide, an “on the job” demonstration and evaluation for the City’s Fleet Management personnel before acceptance of contract in the event the City is not familiar with the process or services offered. If requested by the City, a demonstration shall be performed prior to award and provided at no additional cost to the City. Time required for such evaluation shall be as determined by the City.

CONTRACT AMENDMENT:

Any changes made to the specifications after the order is issued shall be approved by the Purchaser prior to the incorporation of the changes. Any work performed prior to the City’s issuance of a written amendment to the order will be done at the risk of the vendor with the possibility of delayed acceptance and payment of the unit.

BIDDER’S COMPLIANCE AND EXCEPTIONS

All exceptions shall be stated no matter how seemingly minor. Bidders shall indicate compliance with each section and line item specifications as required in the line spaces provided by marking with a “Y” for yes. If the bidder is offering an alternate of equal or superior status to the line item specification, bidder will indicate by marking with an “E” for exception on each line item. The bidder must then reference each item exception and explain the exception taken and the proposed alternate on the Bid Exception Sheets.

****Bids which do not include confirmation of each section and line item as required, will be deemed to take exception to such bid requirements, which may result in the bid being deemed non-responsive. If exceptions are taken, Bid Exception Sheets must be returned with the submitted bids.**

IMPORTANT: If a single bidder is submitting multiple bids, the bidder shall submit a completed set of specs for each individual bid. Multiple bids that are submitted as one bid package will not be acceptable.

CONDITIONS:

For mobile car washes and decontamination detailing, generally the City will provide areas for vehicles to be serviced on City property. Where avoidable, no City vehicles are to be serviced on public property, such as sidewalks and streets. The City desires Contractor’s services be available a minimum of six (6) days per week / 8 hours per day. Contractor shall provide

CITY AND COUNTY OF SAN FRANCISCO
CONTRACT # 72121
VEHICLE WASHING AND DETAILING SERVICES



ATTACHMENT F
SPECIFICATIONS FOR
GROUP IIIA – MOBILE VEHICLE WASHING AND DECONTAMINATION DETAILING
REVISION DATE 8/01/2017

126 extended hours on two workdays per week consisting of at least two (2) additional hours on
127 the extended workdays per week.

128
129 All police vehicles shall be provided with immediate service after services are requested. They
130 shall be given priority over all other vehicles and no work shall be done on any other vehicles
131 that would cause any delay to a police vehicle.

132
133 Suppliers shall be in possession of City-issued Industrial User Wastewater Discharge permits
134 under the City and County of San Francisco's Sewer Use Ordinance prior to the performance
135 of any and all services for this contract. See Article 4.1, Chapter X (Public Works Code), Part
136 II of the San Francisco Municipal Code (Attachment A). Also see San Francisco Department
137 of Public Works Order No. 158170 (Attachment B).

138
139 Mobile car wash suppliers performing services with the use of water shall be in possession of
140 City-issued Mobile Washer Permits prior to the performance of any and all services for this
141 contract.

142

143

144 **SECTION 2 – MOBILE VEHICLE WASHING AND DECONTAMINATION DETAILING:**

145

146 Mobile General Vehicle Washing and Decontamination Detailing involves the cleaning,
147 disinfecting, and decontamination of City vehicles which may include the presence of bodily
148 fluids and other biohazard materials including, but not limited to, needles, syringes, sharps,
149 blood, saliva, fecal material, vomit, lice, and vermin.

150

151 **Exterior washing:**

152 If supplier will use water as a means of washing City vehicles and equipment, the following
153 conditions shall apply in the performance of washing services (Lines 155-167):

154

155 _____ Supplier is to bring water on-site in a water tank with no less than 500 gallon capacity.

156 _____ Supplier is to have the ability to collect all used water in a separate tank.

157 _____ Under no circumstances shall water be allowed to enter any area storm drains or catch
158 basins. Drains and catch basins shall be covered by supplier to prevent water entry and
159 all used post wash/rinse water is to be vacuumed.

160 _____ Vehicle/equipment exteriors are to be washed with an approved automobile body soap,
161 brushed, and rinsed with water after which, vehicle/equipment is to be wiped down,
162 including all windows.

163 _____ The exterior washing shall be done by hand, mechanical line method or a
164 mechanical/chemical. In the event of mechanical wash failure, supplier shall have the
165 ability to hand wash City vehicles/equipment at no additional charges.

166 _____ Any pressure washers used in the performance of services shall not measure less than
167 3 GPM and 2,500 PSI.

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168 _____ If vehicles/equipment are washed via waterless means, City-approved environmentally-
169 friendly solutions shall be used.

170 _____ All vehicles/equipment shall have exterior surfaces (including wheels and tires) washed
171 and dried and interior surfaces cleaned in a manner which will not sustain damage to
172 the vehicle, its accessories, or any equipment mounted on the vehicle/equipment's
173 exterior.

174

175 **Interior washing / decontamination detailing:**

176 _____ Interior of vehicles shall be thoroughly washed, cleaned and disinfected. Process shall
177 include, but not be limited to, sweeping and scrubbing interiors with brushes and
178 flushing out effluent matter utilizing water/dry vacuums containing hoses with high-
179 pressure nozzles. EPA-approved chemical disinfectants such as Pure Green 24 or
180 City-approved equals shall be used. **Under no circumstances shall regular water
181 hoses or large amounts of liquids be used to wash the interiors of police or other
182 public safety vehicles due to the presence of electronic equipment.**

183 _____ Fogging of sealed vehicles may also be required for ridding the vehicles of parasites and
184 insects. Vehicle seats and carpets are to be vacuumed and shampooed following
185 fogging. Upon securing permission from corresponding department, parts of vehicles
186 may be required to be removed to facilitate complete cleaning and disinfecting of
187 interiors.

188 _____ In general, vehicles shall have cleaning be completed within 4 business hours of
189 notification of necessary mobile decontamination.

190 _____ In some instances, vehicles will need to be picked up by supplier from a City location to
191 be transported to the supplier's facilities via driving, towing or flatbedding. Upon
192 receiving a call for such occasions, pickup shall be completed within 4 business hours
193 of notification during normal business hours. There is the potential for some vehicles to
194 be required to be held overnight at supplier locations due to the intensive nature of
195 detailing required and be available for City pickup within 24 hours of drop-off or arrival.

196 _____ In all cases where pickup of City vehicles is necessary, City vehicles shall be kept in
197 locked facilities that cannot be accessed by the general public and shall be available for
198 pickup within the time periods mentioned above with vehicles and vehicle keys at the
199 same supplier location.

200 _____ All vehicles shall have exterior surfaces (including wheels and tires) washed and dried
201 and interior surfaces cleaned in a manner which will not sustain damage to the vehicle,
202 its accessories, or any equipment mounted on the vehicle's exterior.

203 _____ Vehicles shall be completed in a fully clean and disinfected condition with no evidence or
204 trace of contaminants.

205

206 **SECTION 3 – VEHICLES / LOCATION OF SERVICES:**

207

208 _____ All services shall be performed in areas with proper ventilation and shall pose no risk of
209 exposure to the general public.

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- 210 _____ All electricity required for performance of wash services shall be provided by supplier
211 through the use of generators or other means.
- 212 _____ Mobile car wash and decontamination suppliers are to have the ability to accommodate
213 motorcycles, three-wheel vehicles, public safety vehicles, other sedans, pickup trucks,
214 minivans, full size vans, and sport/utility vehicles up to 90” in overall height including
215 lights, speakers or any other equipment mounted on the roof of the vehicle.
- 216 _____ Mobile car wash and decontamination suppliers are to have the ability to accommodate
217 vehicles and equipment over 90” in overall height including, but not limited to, large-
218 sized vans, public safety transport vehicles, large work trucks, and other equipment.
- 219 _____ Where possible, the City will provide areas for vehicles to be serviced on City property.
220 Where avoidable, no City vehicles are to be serviced on public property, such as
221 sidewalks and streets.
222
- 223 **NOTE:** Contractor is prohibited from subcontracting services under this Contract unless such
224 subcontracting is agreed to in writing by Purchasing. No party on the basis of this
225 Contract shall in any way contract on behalf of or in the name of the other party of this
226 Contract, and violation of this provision shall confer no rights on any party and any
227 action taken shall be void.
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BID EXCEPTION SHEETS

Return with Bid if any exceptions are taken

Please Note: All exceptions to the City's bid requirements must be listed on the sheets provided. Only those exceptions that are listed on the sheets provided will be evaluated. Any material exceptions may result in the rejection of the bid and the bidder will not receive further consideration.

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ATTACHMENT G
SPECIFICATIONS FOR
GROUP IV – MOBILE VEHICLE WASHING
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1 **1 - GENERAL SPECIFICATIONS:**

2
3 **SPECIFICATION OUTLINE:**

4 The following specifications for Mobile Vehicle Washing is divided into three complete
5 sections. The first section outlines the overall specification requirement. The second details
6 the mobile washing procedures. The third section refers to vehicles and location of services.
7 Vehicle washing shall comply with industry best practices, with additions and deletions as
8 contained herein.

9
10 **ALTERNATE METHODS OTHER THAN LISTED IN SPECIFICATIONS:**

11 When processes and other methods are used in describing services listed in this specification,
12 bids for similar methods will be considered unless otherwise stated. Bidders may also propose
13 updated processes or methods. Purchasing shall be the sole judge as to whether such
14 alternate methods are acceptable. Unless bidder states to the contrary, services offered will
15 be assumed to be the specific services named in this specification. If not offering the specific
16 services named, bidder should enclose full information, specifications and descriptive data on
17 items offered with its bid. Purchasing reserves the right to permit deviations from the
18 specifications if any process or method offered is substantially in accord with Purchasing's
19 specifications and is deemed by Purchasing to be of as good quality and as fully satisfactory
20 for its intended use. Bidder is responsible for identifying any deviations from Purchasing's
21 specifications. Bidders should not assume an alternate offered is an approved equal. The City
22 will evaluate alternates and inform the bidder if the alternate is acceptable. Purchasing must
23 approve all alternates.

24
25 **GENERALITIES:**

26 To allow for supplier specific processes and methods, and insure a level of competitiveness,
27 we have left certain areas of our specifications general by design. In such cases, the items
28 being referred to may be general but adherence to the requested results and/or end product(s)
29 must be met. This is especially important in areas where critical procedures or methods, etc.
30 are specified. In the cases where the word "SHALL" is used, no substitution will be allowed.

31
32 **IMPORTANT: PRE-BID CONFERENCE**

33
34 **A Pre-Bid Conference will be held as follows:**

35
36 **DATE:** Friday, September 29, 2017
37 **TIME:** 10:00 A.M.
38 **PLACE:** City & County of San Francisco
39 City Hall, Room 400 (Hearing Room 1)
40 1 Dr. Carlton B. Goodlett Place
41 San Francisco, CA 94102
42

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43 Though not mandatory, attendance at the conference is strongly urged for all
44 prospective bidders on this contract.

45
46 It is requested that bidder's questions concerning this contract proposal be
47 submitted by email or fax at least 72 hours prior to the date and time of the Pre-bid
48 Conference and directed to:

49			
50	Mark Farley, Purchaser	Email:	mark.farley@sfgov.org
51	Department: OCA	Phone:	(415) 554-6257
52	Purchasing Division	FAX:	(415) 554-6717
53	1 Dr. Carlton B. Goodlett Place		
54	San Francisco, CA 94102		

55
56 **Please reference Bid Proposal No. 72121 / 000000205**

57
58 **The Pre-bid Conference will begin at the time specified and company representatives**
59 **are urged to arrive on time. Topics already covered will not be repeated for the benefit**
60 **of late arrivals. Failure to attend the Pre-Bid Conference shall not excuse the**
61 **successful bidder from any obligations of the contract. Any change or addition to the**
62 **requirements contained in this contract proposal as a result of the Pre-Bid Conference**
63 **will be executed by written Bid Addendum.**

64
65 **MANUFACTURER'S SPECIFICATION:**

66 Complete specifications, published literature and photos or illustrations of services proposed
67 should be furnished with bid. Bidders should prepare and submit their own proposals
68 addressing each section, item or component of these City specifications indicating full
69 compliance without exception or explaining in detail any exception, deviation or non-
70 compliance. Bidders should not simply submit a copy of a set of specifications if they differ
71 from these City specifications nor should they submit copies of quotations as a response to the
72 City's bid solicitation. An MSDS (Material Safety Data Sheet) shall be supplied for all fluids
73 used.

74
75 **APPLICABLE DOCUMENTS AND CERTIFICATIONS:**

76 Specifications on the following pages are written with the intent to comply with all applicable
77 documents and certifications, but the final responsibility to comply shall rest with the vendor
78 and not the City and County of San Francisco. The successful bidder shall adhere to the
79 standards set forth by the following agencies:

- 80
81 • State of California General Industrial Safety Orders
82 • State of California Health and Safety Code
83 • California Occupational Safety and Health Act (OSHA) and the EPA

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- An MSDS (Material Safety Data Sheet) for all fluids used shall be included with supplier bid.

DEMONSTRATIONS

The City reserves the option to request, and the bidder shall agree to provide, an “on the job” demonstration and evaluation for the City’s Fleet Management personnel before acceptance of contract in the event the City is not familiar with the process or services offered. If requested by the City, a demonstration shall be performed prior to award and provided at no additional cost to the City. Time required for such evaluation shall be as determined by the City.

CONTRACT AMENDMENT:

Any changes made to the specifications after the order is issued shall be approved by the Purchaser prior to the incorporation of the changes. Any work performed prior to the City’s issuance of a written amendment to the order will be done at the risk of the vendor with the possibility of delayed acceptance and payment of the unit.

BIDDER’S COMPLIANCE AND EXCEPTIONS

All exceptions shall be stated no matter how seemingly minor. Bidders shall indicate compliance with each section and line item specifications as required in the line spaces provided by marking with a “Y” for yes. If the bidder is offering an alternate of equal or superior status to the line item specification, bidder will indicate by marking with an “E” for exception on each line item. The bidder must then reference each item exception and explain the exception taken and the proposed alternate on the Bid Exception Sheets.

****Bids which do not include confirmation of each section and line item as required, will be deemed to take exception to such bid requirements, which may result in the bid being deemed non-responsive. If exceptions are taken, Bid Exception Sheets must be returned with the submitted bids.**

IMPORTANT: If a single bidder is submitting multiple bids, the bidder shall submit a completed set of specs for each individual bid. Multiple bids that are submitted as one bid package will not be acceptable.

CONDITIONS:

For mobile car washes, generally the City will provide areas for vehicles to be serviced on City property. Where avoidable, no City vehicles are to be serviced on public property, such as sidewalks and streets. In rare cases, the City may deliver vehicles and equipment to a Contractor’s location where services are to be performed and removed from those locations by

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126 representatives of the City. The City desires Contractor's services be available a minimum of
127 six (6) days per week / 8 hours per day. Contractor shall provide extended hours on two
128 workdays per week consisting of at least two (2) additional hours on the extended workdays
129 per week.

130
131 All police vehicles shall be provided with immediate service after services are requested. They
132 shall be given priority over all other vehicles and no work shall be done on any other vehicles
133 that would cause any delay to a police vehicle.

134
135 Suppliers shall be in possession of City-issued Industrial User Wastewater Discharge permits
136 under the City and County of San Francisco's Sewer Use Ordinance prior to the performance
137 of any and all services for this contract. See Article 4.1, Chapter X (Public Works Code), Part
138 II of the San Francisco Municipal Code (Attachment A). Also see San Francisco Department
139 of Public Works Order No. 158170 (Attachment B).

140
141 Mobile car wash suppliers performing services with the use of water shall be in possession of
142 City-issued Mobile Washer Permits prior to the performance of any and all services for this
143 contract.

144
145

146 **SECTION 2 – MOBILE VEHICLE WASHING:**

147
148 Mobile vehicle washing involves the interior and exterior cleaning of City vehicles and
149 equipment at City facilities where possible.

150
151 **Exterior washing:**
152 If supplier will use water as a means of washing City vehicles and equipment, the following
153 conditions shall apply in the performance of washing services (Lines 155-167):

154
155 _____ Supplier is to bring water on-site in a water tank with no less than 500 gallon capacity.

156 _____ Supplier is to have the ability to collect all used water in a separate tank.

157 _____ Under no circumstances shall water be allowed to enter any area storm drains or catch
158 basins. Drains and catch basins shall be covered by supplier to prevent water entry and
159 all used post wash/rinse water is to be vacuumed.

160 _____ Vehicle/equipment exteriors are to be washed with an approved automobile body soap,
161 brushed, and rinsed with water after which, vehicle/equipment is to be wiped down,
162 including all windows.

163 _____ The exterior washing shall be done by hand, mechanical line method or a
164 mechanical/chemical. In the event of mechanical wash failure, supplier shall have the
165 ability to hand wash City vehicles/equipment at no additional charges.

166 _____ Any pressure washers used in the performance of services shall not measure less than
167 3 GPM and 2,500 PSI.

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- 168
169 _____ If vehicles/equipment are washed via waterless means, City-approved environmentally-
170 friendly solutions shall be used.
171 _____ All vehicles/equipment shall have exterior surfaces (including wheels and tires) washed
172 and dried and interior surfaces cleaned in a manner which will not sustain damage to
173 the vehicle, its accessories, or any equipment mounted on the vehicle/equipment's
174 exterior.

175
176 **Interior washing:**

- 177 _____ Interiors of vehicles to be serviced shall be thoroughly cleaned by brushing, the use of a
178 vacuum process, or by blowing out using compressed air.
179 _____ Carpets, seats and trunks shall be vacuumed. Vinyl or plastic seats and any plastic
180 flooring shall be sanitized and wiped down.
181 _____ All dashboard areas shall be sanitized and wiped down.
182 _____ All windows shall be cleaned with glass cleaner on inside portion of windows.

183
184 **SECTION 3 – VEHICLES / LOCATION OF SERVICES:**

- 185
186 _____ All services shall be performed in areas with proper ventilation and shall pose no risk of
187 exposure to City employees or the general public.
188 _____ All electricity required for performance of wash services shall be provided by supplier
189 through the use of generators or other means.
190 _____ Mobile car wash suppliers are to have the ability to accommodate motorcycles, three-
191 wheel vehicles, public safety vehicles, other sedans, pickup trucks, minivans, full size
192 vans, and sport/utility vehicles up to 90” in overall height including lights, speakers or
193 any other equipment mounted on the roof of the vehicle.
194 _____ Mobile car wash suppliers are to have the ability to accommodate vehicles and
195 equipment over 90” in overall height including, but not limited to, large-sized vans,
196 public safety transport vehicles, large work trucks, and other equipment.
197 _____ Where possible, the City will provide areas for vehicles to be serviced on City property.
198 Where avoidable, no City vehicles are to be serviced on public property, such as
199 sidewalks and streets.

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