



Willie Lewis Brown, Jr.
Mayor

Judith A. Blackwell
Director

Purchasing Division

August 29, 2003

CONTRACT MODIFICATION NO. 1

Type III Ambulances

Contract No. 72291

Vendor: S&C Motors, Inc., Vendor No. 16042

Blanket Purchase Order No.: BPSF00001639

Term: February 1, 2003 through January 31, 2006

TO ALL USER DEPARTMENTS:

WARNING

Do not use any term contracts to purchase goods and/or services when using Federal, State or Special Funds. Term contracts may contain provisions that conflict with Federal or State provisions.

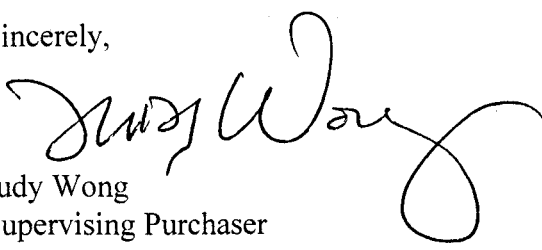
City departments must contact their assigned City Attorney for applicable provisions, procedures and relevant fund requirements.

The attached specification changes dated May 1, 2003 and July 25, 2003 for the subject Type III Ambulances have been approved and incorporated as attachments into the conformed Technical Specifications (dated January 2003) of Contract No 72291.

All other terms and conditions remain unchanged.

Please attach this modification notice to your copy of the contract "AWARD".

Sincerely,


Judy Wong
Supervising Purchaser
(415)554-6258

Attachments


**AMBULANCE PRE-CONSTRUCTION SPECIFICATION CHANGES
FOR CONTRACT #72291**

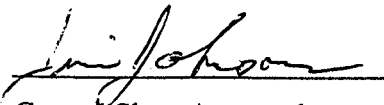
1. Page 3 – 1.01 – CHASSIS - Vendor to supply build sheets on each chassis with consecutive VIN numbers if possible. *SFFD requests current 2003 models, with consecutive build numbers.*
2. Page 3 – 1.01.06 – ENGINE - 2003-2004 Model years will be supplied with 6.0L engine and “Torqueshift” transmission. See enclosed specification. *Standard Equipment. SFFD considers this an upgrade.*
3. Page 4 – 1.01.18A – BATTERY SYSTEM – Leave one (1) OEM battery under hood and ship the other battery loose. *Removal of battery will void warranty under “QVM” program.*
4. Page 6 – 1.03.01 – MODULE MOUNTING SYSTEM – Module mounting-add one (1) puck on each side for a total of twelve. *This is in spec which vendor will comply with.*
5. Page 8 – 2.01X – MATERIAL – Reduce module cross members to 2x2x.250 from 3x3x.375. *With this change it will facilitate maximum door opening height.*
6. Page 9 – 2.04X – FOUNDATION SYSTEM – Vendor will provide six (6) crossmembers as per spec. *This will facilitate door opening.*
7. Page 11 – 2.09X – MODULE DOORS – Changed thickness from 2” module doors to 3” module doors. *Vendor standard that exceeds SFFD specification.*
8. Page 11 – 2.09X—MODULE DOORS – Add Dogleg bracket to accommodate Ferno 107C on side door. *This bracket will hold the stairchair on to side door.*
9. Page 12 – 2.09.02 – DOOR HINGES – Hinges to be spaced 3” instead of 4”. Vendor standard is 6”. *Cutting vendor standard in half is considered an upgrade by SFFD/BOE.*
10. Page 12 – 2.09.03X – DOOR LATCHES – Vendor offered “Eberhard” door latches as an equal to “Versch” type. *SFFD/BOE considers this as an equal/upgrade.*
11. Page 13 – 2.09.09 – ENTRANCE DOORWAYS – The curbside door to be standard height and width, rear door to be maximum height as possible. *Exceeds our minimum, which is an upgrade.*
12. Page 13 - 2.09.10X – THRESHOLDS – Delete the last line. “The top of both door strikers shall be painted yellow. *Floor covers strikers, painting is not needed.*
13. Page 13 – 2.10X – MODULE INTERIOR CABINETS – Change aluminum to Thermo-lite. *Upgrade of materials.*
14. Page 14 – 2.10X – CABINET #6 – Squad Bench - Line 4 - Delete sliding drawer sentence in “Additional Instructions”. Add: Sharps and biohazard containers will be put into hinged front top of bench. *Better design and accessibility for disposal.*
15. Page 15 – 2.10X – CABINET #10 – Right Front Stack – Last line. *SFFD will provide key code for barrel lock security*
16. Page 15 – 2.10X – CABINET #11 - Electrical Compartment – Door(s) - Change “swing up” to “swing open” in door spec. *Clarification.*
17. Page 16 – 2.11X – SIDE DOORSTEP – Last line - Change “black grip tape” to Rhino Lining applied to the threshold. *An upgrade to using the grip tape which would wear easier than the Rhino lining.*
18. Page 16 – 2.12X – FRONT MODULE WALL RECESS – All miscellaneous equipment locations will be done at mid-inspection. *SFFD will provide locations at mid-inspection due to foreseeable changes.*
19. Page 18 – 3.05X – LETTERING/DECALS – Lettering to be provided by vendor to match existing apparatus. *Lettering to be approved by SFFD/BOE.*
20. Page 18 – 3.06X – COMPARTMENT FINISH – Vendor to provide for Zola tone (gray) finish as a standard. *Vendor standard is an upgrade of our specification.*


21. Page 18 – 3.07X – INTERIOR CABINETRY FINISH – Change interior finish to Thermo-lite. *Vendor standard is an upgrade of our specification.*
22. Page 18 – 3.09X – MODULE FLOORING MATERIAL – Changed to Ironstone flooring. *SFFD/BOE approved equal.*
23. Page 20 – 4.02 – RUB RAILS – Change to vendor rub rail. *Vendor standard is an upgrade of our specification.*
24. Page 21 – 4.10X – OXYGEN CYLINDER HOLDERS – Location of O2 bottles to be mounted. *SFFD will provide locations at mid-inspection.*
25. Page 22 – 5.02 - HEADLINER – Vendor to supply headliner – *Approved SFFD/BOE equal.*
26. Page 25 – 5.26X – SHARPS/HAZARDOUS WASTE CONTAINERS – Delete last line “They shall be located in a slide out drawer at the forward end of the squad bench”. *Slide out drawer was changed in 2.10X – Cabinet #6.*
27. Page 26 – 6.04 –IGNITION CONTROL – Change “100-amp” to “200-amp”. *Vendor standard exceeds our specification.*
28. Page 28 – 6.16X – MODULE INTERIOR LIGHTING – Change wording in last sentence from “controlling” to “to that will override”. *Clarification.*
29. Page 29 – 6.19 – TWO-WAY RADIO – Change “under the cab’s passenger seat” to “in the radio compartment”. *Clarification.*
30. Page 29 – 6.20 – BLOCKHEATER – Delete On/Off switch in power component module. *Switch is not required.*
31. Page 30 – 6.26X – COMPARTMENT LIGHTING – Add the word “space” between compartment and shall in the first line. *Clarification.*
32. Page 31 – 6.30.01X – FRONT LIGHT BAR – Change model to Code 3 Model MX7400-ALRC-769-SFAF. *SFFD specific light bar model number. The extra cost for these light bars will be $\$1,019 \times 12 = \$12,228$.*
33. Page 31 – 6.30.03X – REAR LIGHT BAR – Change model to Code 3 Flush Mount model to Model #8088-ALRC-806-SFAR. *SFFD specific light bar model number. This light bar will cost less per light bar for a credit of $\$21 \times 12 = (\$252)$.*
The SFFD will need total of $\$11,976$ ($\$12,228 - \$252 = \$11,976$) to purchase these light bars.
34. Page 33 – 7.01 – OWNERS MANUAL – Add “as built” to #10. *Clarification.*
35. Page 33 – 7.01 – OWNERS MANUAL – Add “must include all non-Ford parts used to build ambulance” as #18. *Clarification.*
36. Page 33 – 7.02X – CHASSIS MANUFACTURER’S MANUALS – Add must include all available manuals”. *Clarification.*

37. Page 20 – Add 4.01.01 – COT RAMP - Install a .075” stainless steel ramp with sides mounted to the rear exterior modular body at the end of the cot floor area ¼” below the patient compartment floor. It shall be sloped with its end not higher than 25 ½” off the body side for ease of cleaning. The ramp shall be covered with three (3) 2” black non-skid tape strips. The addition of this cot ramp will be to facilitate the usage of other cot models that the SFFD uses. Each ramp will cost an additional \$383 per ambulance or $\$383 \times 12 = \$4,596$ total. The SFFD will need a total of $(\$4,596 + \$11,976) = \$16,572$ to cover the additional costs incurred with the light bars and cot ramp. *This cost will be offset by the deletion of:*

- **Page 23 – 5.13 – SUCTION COLLECTOR – Portable Laerdal Suction Unit, Part #80020 complete. The unit cost is \$708 each. Twenty-four (24) units will be deleted for a total credit of \$16,992.**
- **The difference between the credit and the additional costs due S&C Ford is a credit of \$420 to SFFD.**
- **Page 6 – 1.02.02A – EXTERIOR MIRRORS (VELVAC) – Replace the Velvac exterior mirrors with the Ford Dual Arm Remote Mirrors which require less maintenance and local parts are available through the Ford part department. At the time the specifications were written, the Ford Dual Arm Remote Mirrors were not available for the ambulance chassis. This is an upgrade of \$400 per vehicle. S&C will make these replacements on all twelve (12) ambulances for the \$420 credit due the SFFD. This will ensure that the pricing for this contract will stay the same as bided.**


SFFD Approval
5/1/03


Central Shop Approval
5/1/03


S&C Ford Approval

2002 MY Power Stroke		2002 MY Cummins ISB		2002 MY Duramax		2003 MY Power Stroke		2003 MY Cummins ISB		2003 MY Duramax	
F-Series Super Duty		Dodge Ram		Chevy Silverado/GMC Sierra		F-Series Super Duty		Dodge Ram		Chevy Silverado/GMC Sierra	
250	275	235	245	300		325	250†	305**	300		
525*	520	460	505	520		560*	460	555	520		
Auto	Man	Auto	Man	Auto/Man		Auto/Man	Auto	Man	Auto/Man		

2002 Power Stroke Diesel has Best in Class torque:
 202-525 lb-ft @ 1600 rpm
 203-560 lb-ft @ 2000 rpm

† 235 HP in CA, ME and MA

** Cummins High Output rating only available with manual transmission. Not available in CA, ME or MA

Ford Trucks + Power Stroke Diesel = Proven Performer

- The Power Stroke Diesel engine outsells all other diesel engines from Dodge, Chevy, and GMC — combined.
- Ford has sold over 1.6 million vehicles with Power Stroke Diesel engines since 1994.
- Power Stroke Diesel is the market share leader in diesel pickups, with a 63% average share over the past 5 years.

2003 MY Super Duty Highlights

Best-In-Class torque and diesel horsepower with 325 hp/560 lb-ft ratings when equipped with available 6.0L Power Stroke Diesel Engine

King Ranch and XLT Sport Packages

Segment exclusive optional power slide moonroof

Off-Road Package

Heated trailer tow mirrors with

power windows, lights and turn signals

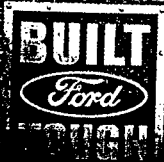
The Best Gets Even Better – New Power Stroke Diesel for 2003

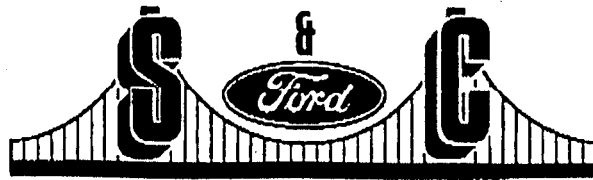
- Most powerful diesel engine available in a pickup truck: 325hp / 560 lb-ft.
- New 5-speed electronic TorqShift™ automatic transmission with more torque capability to accommodate increased engine output.
- 20% reduced exhaust emissions compared to the 7.3L Power Stroke Diesel engine.
- Dramatically reduced noise levels with the all-new Generation 2 Hydraulic Rail Fuel System and cooled exhaust gas recirculation compared to the 7.3L Power Stroke Diesel.

Key 2003 MY Power Stroke Diesel Advantages vs. Isuzu Duramax

- The Power Stroke Diesel 6.0L is the torque and diesel horsepower leader.
- Proven and reliable iron block and heads – Duramax uses aluminum heads.
- Power Stroke Diesel's advanced G2 Hydraulic Rail Fuel System uses engine oil at lower pressures, containing high pressure fuel within the cylinder head.
- The Ford Dealer Network has been servicing the #1 electronic diesel engine since 1995/1

Based on Power Stroke Diesel sales since 1995





COMMERCIAL TRUCK & FLEET SALES

35 Dolores Street, San Francisco, California 94103-1006
(415) 431-8100 FAX (415) 255-1962

July 25, 2003

James Johnson
City Shops General Superintendent
C/O City and County of San Francisco
1800 Jerrold Ave.
San Francisco, CA 94124

Dear Mr. Johnson:

Pursuant to your request, the following is an itemized breakdown of the expenses associated with the twelve new Ambulances for the San Francisco Fire Department that S&C Motors will be able to only partially absorb.

Item #1 – Travel Expense (\$2,254.00):

A Pre-engineering Meeting was scheduled to take place on February 25th & 26th. Assistant Chief Paul Jones and Bruce Keller of Central Shops were scheduled to be in attendance. The day before the meeting, our office received a phone call from Captain G. Bradford, SFFD BOE, requesting that we make additional accommodations and airfare available for Mike Walsh to be in attendance. The cost is related to the last minute purchase of airfare and hotel accommodations as requested.

Item #2 – Travel Plan Cancellation (\$1,032.00):

The Ambulance Contract contained a provision for two CCSF Employees to attend a mid-point inspection of the work in progress. On June 4, 2003, per the instructions of Captain G. Bradford, S & C Ford purchased non-refundable, non-transferable airline tickets for Mike Walsh and Gerry Koehane to be in attendance at this meeting. On June 5, 2003, I received an e-mail from Mike Walsh informing us that BOE Staff would not be attending the Mid-Point inspection. S & C was unable to recover the cost of the tickets from United Airlines.

Item #3 – Repaint of (1) One Complete Ambulance (\$3,495.00):

By means of both an e-mail as well as a sample paint spray out, BOE Staff incorrectly confirmed the SFFD paint code. As a result, one complete unit required repainting. The price outlined above is related to the labor and materials required to repaint one (1) complete ambulance.

Item #4 – Siren Change (\$1,200.00):

The Central Shops and EMS Representatives in attendance at the Mid-Point Inspection on June 23, 2003, determined that the sirens included on the original contract were inadequate and requested a siren upgrade to better accommodate their needs. The cost outlined above represents the labor and restocking fee associated with changing the sirens on all twelve (12) ambulances.

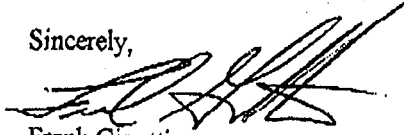
Item #5 - Pinstriping Change (\$1,500.00)

Also at the 6-23-03 Mid-Point Inspection, BOE Staff incorrectly confirmed the pinstriping to be used on all twelve ambulances. The material shown and confirmed was for fire apparatus, not SFFD Ambulances. The cost outlined above reflects the increased expense associated with the correction.

Jim, as a possible solution to the unforeseen expenses outlined above, which total \$9481.00, we are proposing that the price reduction of \$725, per unit originally scheduled to be paid to CCSF Radio Shop by S & C Motors for the installation of radios, be ignored, and the ambulances be billed at the original bid price. The \$725.00 is the \$8700.00 total cost of radio installation divided by the 12 ambulances. CCSF and S & C Motors determined at the mid point inspection that the CCSF radio shop was best qualified to install the radios in the ambulances at a total cost of \$8700.00, instead of S & C Motors. Based on the volume of business that S & C Motors does with CCSF the \$781.00 difference will be absorbed by S & C Motors. Also at this time, per our request on 3-29-03 for an extension of the delivery date to 9-1-03 which was approved by CCSF, S & C Motors plans to deliver all 12 ambulances. If any unforeseen circumstances occur S & C Motors will be requesting an extension of this delivery date. If you have any additional question please do not hesitate to call me.

Otherwise, I'll look forward to your response.

Sincerely,



Frank Ginotti
S & C Motors, Inc.

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



CONTRACT ACCEPTANCE

Indefinite Quantity

S&C Ford, Inc.
Frank Ginotti, Municipal Fleet Manager
2001 Market Street
San Francisco, CA 94114

January 23, 2006

Contract Proposal No. 72291
Estimated Amount: Indefinite

The City and County of San Francisco does hereby accept your offer to modify the prices and furnish the services indicated below. Such services are to be delivered in the manner and in the form and at the times and prices set forth in the above numbered Contract Bid Proposal, but only after receipt of order properly certified by the Controller of the City and County of San Francisco.

CONTRACT MODIFICATION NO. 2

For furnishing and delivering Type III Ambulances per the terms and conditions of Contract Proposal No. 72291 and the conformed technical specifications dated January 2003, including modifications 1 and 2 (contained herein).

By mutual agreement, the following terms and conditions will become effective on February 1, 2006:

1. The contract is extended for an additional twelve months for the term February 1, 2006 through January 31, 2007.
2. Per Special Condition No. 72, Price Adjustment, the unit price for 2005/2006 orders is \$104,959.73 (excludes tax). Payment Terms is Net 15 Days.
3. The following requirements have been added to the terms and conditions of this contract. (See attached Appendix A)

All other terms and conditions remain the same.

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

Bruce Jones 1-31-06 JW
As the duly appointed Purchaser Date
of the City and County of San Francisco

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor S&C Ford, Inc.
By [Signature] Municipal Fleet Manager
Signature Title
Date 2-1-06

Contract Modification No. 2

Effective 1/20/06, the following items are incorporated into the conformed technical specifications dated January 2003 and Modification No. 1:

1. *Change from custom 6" cab extension to a Wheeled Coach standard 10", thus providing more seat travel for the medics. The layout drawings depict a cab extension of 13" and 11". These measurements include the distance from the rear of the upper headrest to the bulkhead wall in a normal driving position (10") to the seat being reclined 20 degrees (13" and 11"). This change results in some minor dimensional changes to the interior cabinets and exterior compartments that are acceptable to SFFD.*

Page 16 of 34, 2.12X – Again the 6" measurement is when the seat is in the upright position and 8" is when the seat is reclined. Measurements are from the rear of the upper headrest section of the seat.

2. *SFFD has requested that the Wheel Well Compartment (streetside) be deleted since the storage space is not required.*

Page 10 of 34, 2.08X, Compartment #3

3. *Relocate the main oxygen storage from curbside Compartment B2 to streetside Compartment F. This change results in some minor dimensional changes to the interior and exterior compartments to accommodate the space required in Compartment F for the main oxygen bottle. The dimensional changes are acceptable to SFFD.*

Page 10 of 34, 2.08X, Compartment #1

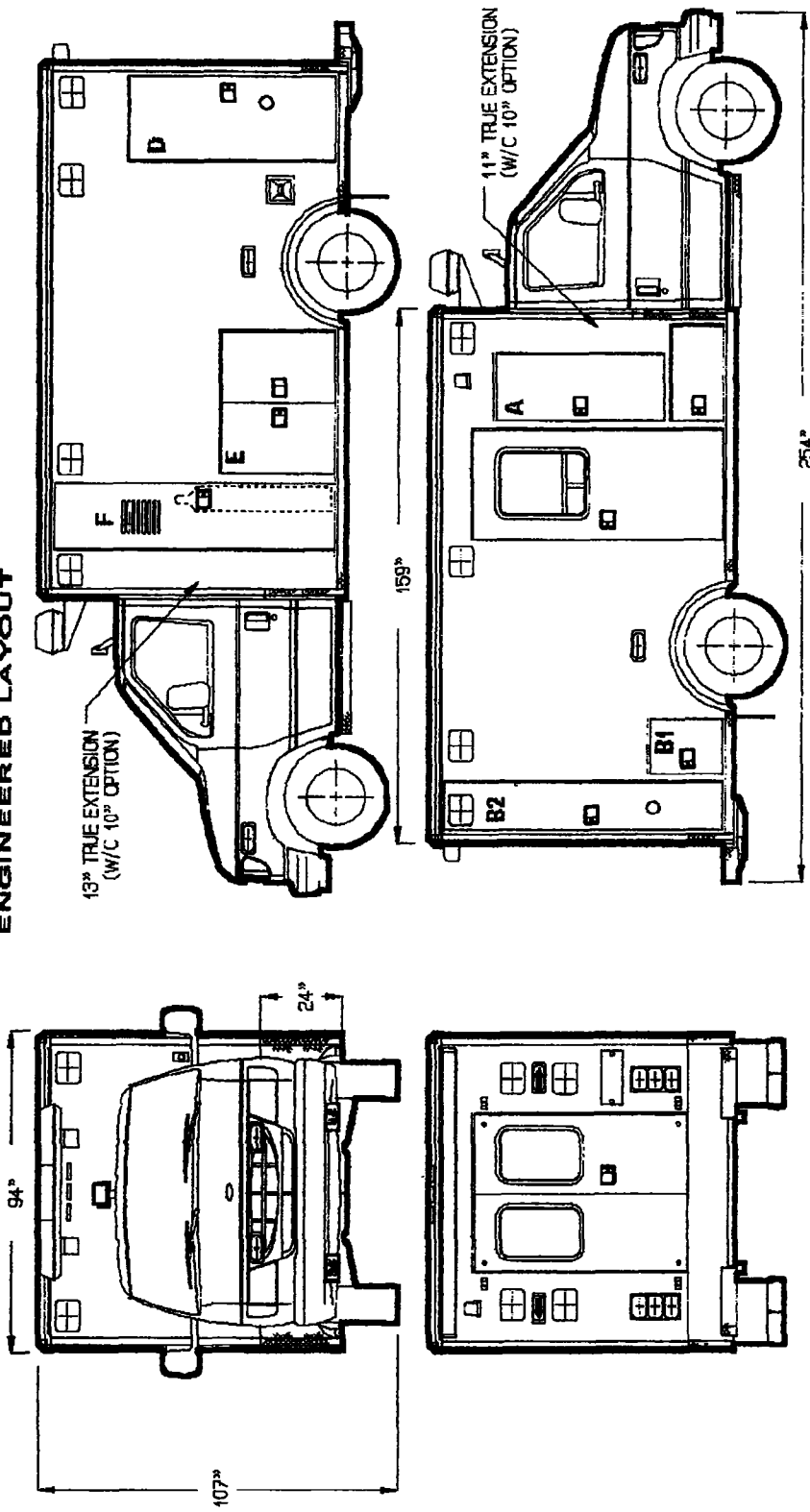
Page 11 of 34, 2.08X, Compartment #5

4. *Attached is the revised drawings for model year 2005 ambulances.*

CA050631

CITY & COUNTY OF SAN FRANCISCO
ENGINEERED LAYOUT

159 x 94 x 72



EXTERIOR COMPARTMENT DIMENSIONS IN INCHES

COMPT.	INTERIOR DIMENSIONS			INTERIOR DIMENSIONS			JAMB OPENING		
	HEIGHT	WIDTH	DEPTH	COMPT.	HEIGHT	WIDTH	DEPTH	HEIGHT	WIDTH
A	19 1/2	16 1/2	18 3/4	E	33	41 1/2	18 3/4	31 3/4	39 3/4
B1	81 1/4	14 3/4	18 3/4	F	81 1/4	18 1/2	18 3/4	81 1/4	17 1/2
B2	59	26 3/4	18 3/4						
D									



TYPE 3 FORD 158 W.B.
EXTERIOR VIEWS

DATE: _____
DRAWN BY: _____
SCALE: .02
CA050631

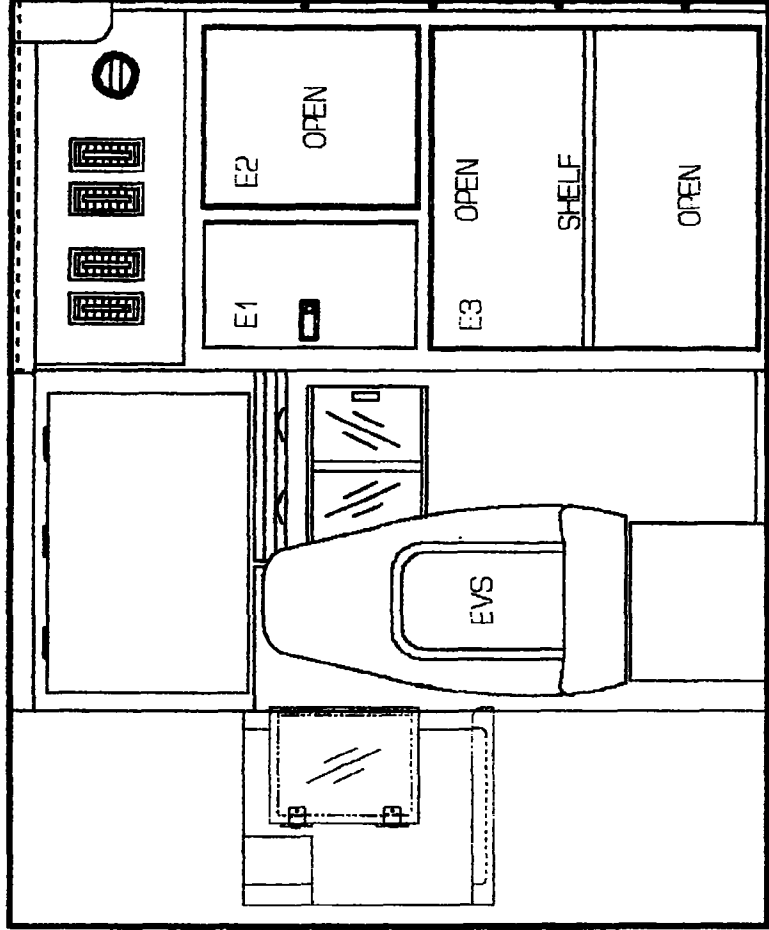
FOR REFERENCE ONLY

159 x 94 x 72

CA050632

CITY & COUNTY OF SAN FRANCISCO
 BID PROPOSAL LAYOUT

159 x 94 x 72



WHEELED TOACH
 ORLANDO, FLORIDA

TYPE 3 FORD 158 W.B.
 BULKHEAD VIEW
 10" EXTENDED SEAT TRAVEL

SCALE 1/16
 DATE 1/16
 CA050632

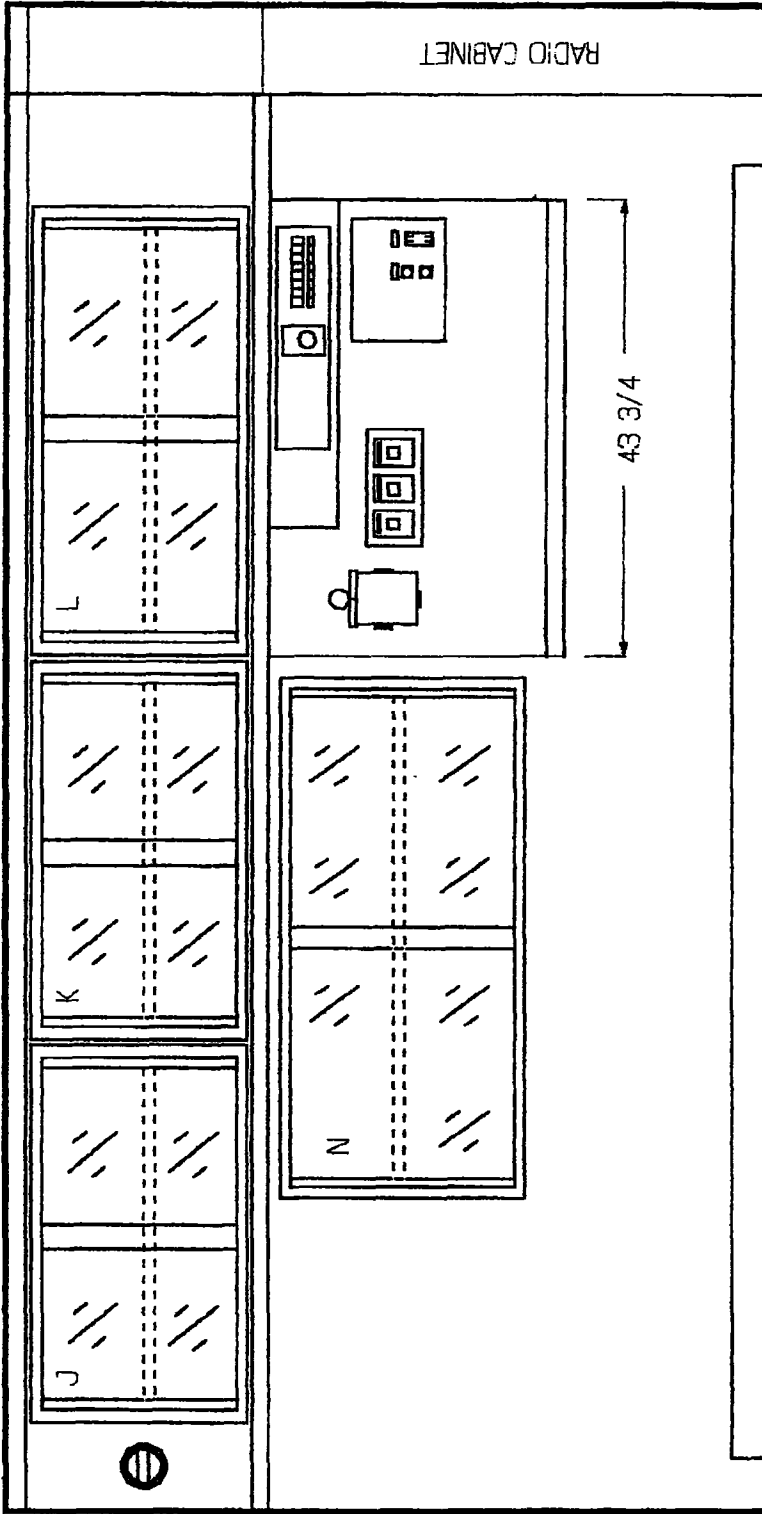
INTERIOR CABINET DIMENSIONS IN INCHES							
CABINET	HEIGHT	WIDTH	DEPTH	CABINET	HEIGHT	WIDTH	DEPTH
E1	20	12 1/2	22 1/4				
E2	20	20 1/4	22 1/4				
E3	36 1/2	33 1/2	22 1/4				

FOR REFERENCE ONLY

CA050633

CITY & COUNTY OF SAN FRANCISCO
 BID PROPOSAL LAYOUT

159 x 94 x 72



INTERIOR CABINET DIMENSIONS IN INCHES

CABINET	HEIGHT	WIDTH	DEPTH	CABINET	HEIGHT	WIDTH	DEPTH
J	20 1/4	33 1/4	16 1/4				
K	20 1/4	33 1/4	16 1/4				
L	20 1/4	42	16 1/4				
N	21 1/2	47 1/4	19				



TYPE 3 FORD 158 W. B.
 LEFT INTERIOR
 10" EXTENDED SEAT TRAVEL

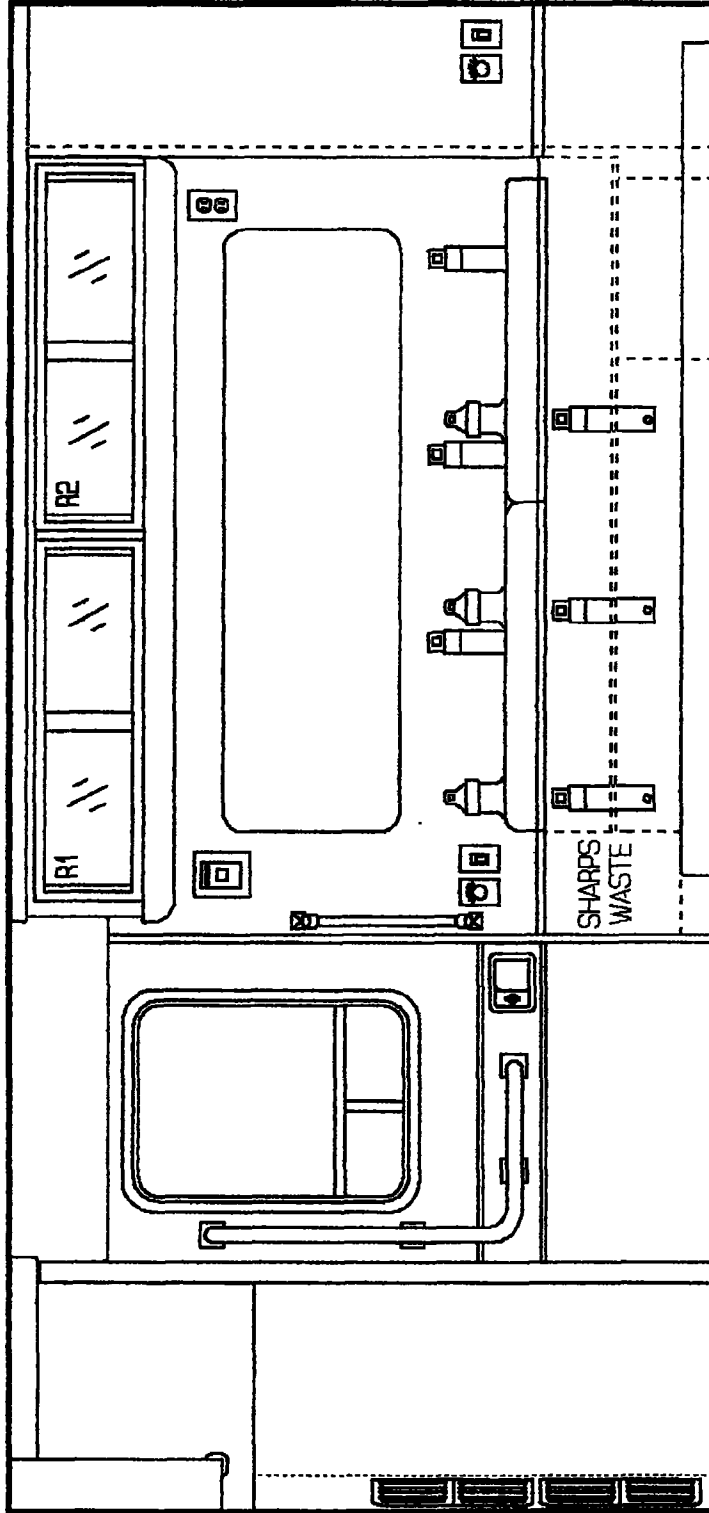
SCALE 1/16
 DWG. NO. CA050633

FOR REFERENCE ONLY

CA050634

CITY & COUNTY OF SAN FRANCISCO
BID PROPOSAL LAYOUT

159 x 94 x 72



WHEELED COACH
ORLANDO, FLORIDA

TYPE 3 FORD 158 W.B.
RIGHT INTERIOR
10" EXTENDED SEAT TRAVEL

SCALE

DWG. NO. CA050634

INTERIOR CABINET DIMENSIONS IN INCHES

CABINET	HEIGHT	WIDTH	DEPTH	CABINET	HEIGHT	WIDTH	DEPTH
Q	6 1/4	59 1/4	18 1/4				
R1, R2	10	33 1/2	10				

FOR REFERENCE ONLY

Replace existing General Condition 53 with the following:

53. LIMITATIONS ON CONTRIBUTIONS

Through execution of this Contract, 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 or for the furnishing of any material, supplies or equipment to the City, whenever such transaction would require approval by a City elective officer of the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations for the contract until the later of either (1) the termination of negotiations for such contract or (2) three months after the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

Add the following General Conditions to this contract:

• **FIRST SOURCE HIRING PROGRAM**

If the contract is for more than \$50,000, the successful bidder will be required to agree to comply fully with and be bound by the provisions of the First Source Hiring Program ordinance, as set forth in San Francisco Administrative Code Chapter 83. Generally, this ordinance requires contractors to notify the First Source Hiring Program of available entry level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this Chapter. Additional information regarding the FSHP is available on the web at www.sfgov.org/moed/fshp.htm.

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**

(1) Contractor will comply with First Source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the exclusive opportunity to initially provide Qualified Economically Disadvantaged Individuals for consideration for employment for Entry Level Positions. The duration of the First Source interviewing requirement shall be ten (10) days, unless business necessity requires a shorter period of time.

(2) Contractor will comply with requirements for providing timely, appropriate 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.

(3) Contractor agrees to use good faith efforts to comply with the First Source hiring requirements. A Contractor may establish its good faith efforts by filling: 1) its first available Entry Level Position with a job applicant referred through the First Source Program; and, 2) fifty percent (50%) of its subsequent available Entry Level Positions with job applicants referred through the San Francisco Workforce Development System. Failure to meet this target, while not imputing bad faith, may result in a review of the Contractor's employment records.

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

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$2,070 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.

• **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. Funds paid to Contractor for services performed hereunder and which were not for a Political Activity, are not subject to the restrictions of San Francisco Administrative Code Chapter 12.G.

• **PRESERVATIVE-TREATED WOOD CONTAINING ARSENIC**

As of July 1, 2003, Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 21G is obtained from the Department of Environment under Section 21G.5 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.

- **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.

- **CONTRACT PRODUCT/SERVICE QUALITY REPORT**

The attached report form (Attachment A) will be provided to departments using this Contract. Users of the contract may complete and return reports at any time during the life of the contract. The purpose of the report is to monitor contractor performance and determine supplier successes or shortcomings. Each report will be sent to the awarded supplier/contractor. They will have an opportunity to respond to the information provided by the department. Quality reports that go unresolved to the satisfaction of the Purchaser may be used as a basis for commencement of partial or complete contract default proceedings.

- **NONDISCLOSURE OF PRIVATE INFORMATION**

As of March 5, 2005, Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12M of the San Francisco Administrative Code (the "Nondisclosure of Private Information Ordinance"), including the remedies provided. The provisions of the Nondisclosure of Private Information Ordinance are incorporated herein by reference and made a part of this Contract as though fully set forth. Capitalized terms used in this section and not defined in this Contract shall have the meanings assigned to such terms in the Nondisclosure of Private Information Ordinance. Consistent with the requirements of the Nondisclosure of Private Information Ordinance, Contractor agrees to the following:

- A. Neither Contractor nor any of its Subcontractors shall disclose Private Information obtained from the City in the performance of this Contract to any other Subcontractor, person, or other entity, unless one of the following is true:
 - 1) The disclosure is authorized by this Contract;
 - 2) The Contractor received advance written approval from the Contracting Department to disclose the information; or
 - 3) The disclosure is required by law or judicial order.
- B. Any disclosure or use of Private Information authorized by this Contract shall be in accordance with any conditions or restrictions stated in this Contract. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.
- C. Private Information shall mean any information that: (1) could be used to identify an individual, including without limitation, name, address, social security number, medical

information, financial information, date and location of birth, and names of relatives; or (2) the law forbids any person from disclosing.

D. Any failure of Contractor to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate this Contract, debar Contractor, or bring a false claim action against Contractor.

• **GRAFFITI REMOVAL**

Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty-eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.)

Any failure of Contractor to comply with this section of this Contract shall constitute a default of this Contract.



Gavin Newsom
Mayor

Naomi Little
Director and Purchaser

Purchasing

CONTRACT PRODUCT/SERVICE QUALITY REPORT

“ATTACHMENT A”

For Term Contract No. _____

Date: _____

SOURCE OF REPORT:

Date of Quality

Incident: _____

Department & Division: _____

Name: _____

Telephone: _____

This report concerns Contract Item No. _____ and/or Contract Clause No. _____ .

DETAILS: (Describe, to best ability, what is wrong, how and why, circumstances prior to difficulty, description of difficulty, cause, action taken, including disposition, recommendations. Attach copies of supporting documents if appropriate. Continue on separate sheet if necessary.)

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



CONTRACT ACCEPTANCE

Indefinite Quantity

S&C Ford, Inc.
Frank Ginotti, Municipal Fleet Manager
2001 Market Street
San Francisco, CA 94114

January 19, 2007

Contract Proposal No. 72291
Estimated Amount: Indefinite

The City and County of San Francisco does hereby accept your offer to modify the prices and furnish the services indicated below. Such services are to be delivered in the manner and in the form and at the times and prices set forth in the above numbered Contract Bid Proposal, but only after receipt of order properly certified by the Controller of the City and County of San Francisco.

CONTRACT MODIFICATION NO. 3


For furnishing and delivering Type III Ambulances per the terms and conditions of Contract Proposal No. 72291 and the conformed technical specifications dated January 2003, including modifications 1, 2 and 3 (contained herein).

By mutual agreement, the following terms and conditions will become effective on February 1, 2007:

1. The contract is extended for an additional twelve months for the term February 1, 2007 through January 31, 2008.
2. A price increase will be allowed per Special Conditions 72, Price Adjustment. The price of each unit will be determined at the time of the order. Payment Terms are Net 15 Days.
3. The following requirements have been added to the terms and conditions of this contract. (See attached Appendix A)

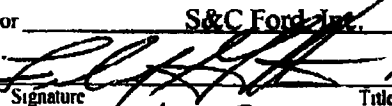
All other terms and conditions remain the same.

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


1-22-07
20

 As the duly appointed Purchaser Date
 of the City and County of San Francisco

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor S&C Ford, Inc.
 By  Municipal Fleet Mgr

 Signature Title
 Date 1-22-07

Add the following General Conditions to this contract:

• **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.

• **TERMINATION FOR CONVENIENCE**

City shall have the option, in its sole discretion, to terminate this Agreement, 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.

• **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, extensions, 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 by this Contract. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.
 - (3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events 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.

• **LIABILITY OF CITY**

City's payment obligations under this contract shall be limited to the payment of the compensation provided for under this contract. Notwithstanding any other provision of this contract, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this contract or the services performed in connection with this contract.

• **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.

• **COMPLIANCE WITH AMERICAN 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.

• **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.

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

RECEIVED
2008 FEB 21 AM 11:09
PURCHASING DEPARTMENT



CONTRACT ACCEPTANCE

Indefinite Quantity

San Francisco Ford Lincoln Mercury
Frank Ginotti, Municipal Fleet Manager
2001 Market Street
San Francisco, CA 94114

February 11, 2008

Contract Proposal No. 72291
Estimated Amount: Indefinite

The City and County of San Francisco does hereby accept your offer to modify the prices and furnish the services indicated below. Such services are to be delivered in the manner and in the form and at the times and prices set forth in the above numbered Contract Bid Proposal, but only after receipt of order properly certified by the Controller of the City and County of San Francisco.

CONTRACT MODIFICATION NO. 4

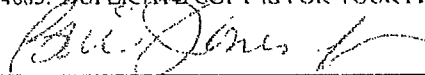
For furnishing and delivering Type III Ambulances per the terms and conditions of Contract Proposal No. 72291 and the revised technical specifications dated January 2006 and Spec Modification Nos. 1, 2 and 4. (Spec Modification No. 3 does not exist.)

By mutual agreement, the following terms and conditions will become effective on February 1, 2008:

1. The contract is extended for an additional twelve months for the term February 1, 2008 through January 31, 2009.
2. A price increase will be allowed per Special Conditions 72, Price Adjustment. The price of each unit will be determined at the time of the order. Payment Terms are Net 15 Days.
3. The following requirements have been added to the terms and conditions of this contract. (See attached Appendix A and Specification Changes, Modification No. 4.)

All other terms and conditions remain the same.

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


As the duly appointed Purchaser
of the City and County of San Francisco

2-19-08
Date

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor San Francisco Ford Lincoln Mercury

By 

Signature

Municipal Fleet Manager
Title

Date 2-21-08

Add the following Bid and Contract Conditions to this contract:

- **FOOD SERVICE WASTE REDUCTION REQUIREMENTS**

Effective June 1, 2007, 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.

**Ambulance Specification Changes
Modification No. 4, Contract Proposal #72291
Incorporated February 11, 2008**

1. 1.01 CHASSIS – SFFD REQUESTS CURRENT 2008 MODELS WITH CONSECUTIVE BUILD NUMBERS
2. 1.01.06 BATTERY SYSTEM – (4) BATTERIES, NONE LOCATED UNDER HOOD
3. 2.09.03X DOOR LATCHES – SPECIFICATION CALLS FOR “VERSCH” DOOR LATCHES. SFFD/BOE WILL NOT ACCEPT VENDORS EQUAL, “EBERHARD”
4. 2.10X MODULE INTERIOR CABINETS – SPECIFICATION CALLS FOR ALUMINUM. SFFD/BOE WILL NOT ACCEPT VENDORS EQUAL, “THERMO-LITE”
5. 2.10X CABINET #11 – CLARIFICATION OF SPECIFICATION TO READ CABINET DOOR WILL “SWING OPEN” NOT “SWING UP”
6. 3.07X INTERIOR CABINETRY FINISH – THE INTERIOR FINISH SHALL BE AS DESCRIBED IN THE SPECIFICATION, NOT “THERMO-LITE”
7. 5.02 HEADLINER – THE HEADLINER SHALL BE AS DESCRIBED IN THE SPECIFICATION OR SFFD/BOE APPROVED EQUAL
8. 6.30.01X FRONT LIGHT BAR – CHANGE LIGHTBAR TO CURRENT MODEL: WHELEN 94” #4500 LED BAR WITH THE FOLLOWING LAYOUT: RED LED FLASHER, CLEAR HALOGEN TAKE DOWN LIGHT, RED LED FLASHER, RED LED FLASHER, RED LED STEADY BURN, RED LED FLASHER, RED LED STEADY BURN, RED LED FLASHER, RED LED FLASHER, CLEAR TAKE DOWN HALOGEN LIGHT, RED LED FLASHER. LIGHTBAR SHALL BE RECESS MOUNTED AND HAVE LED ICC LIGHTS.
9. 6.30.03X REAR LIGHTBAR – CHANGE LIGHTBAR TO CURRENT MODEL: WHELEN 90” LED TRAFFIC ADVISOR/FLASHER FLUSH MOUNT BAR SHALL BE PROVIDED. IT SHALL HAVE TWO (2) RED LED CORNER FLASHERS, SIX (6) AMBER LED FLASHER/TRAFFIC ADVISOR, TWO (2) FLOOD LIGHTS. PATTERN TBD @ PRE-ENG.
10. 4.01.01 COT RAMP – HINGED FLIP RAMP TBD @ PRE-ENG.
11. 3.11 CABINET LINING - Increase edging size. TBD at pre-eng.

12. 4.01 STEP/BUMPER - Delete center bumper "flip" to solid thread plate
13. 5.05 GRAB RAIL - Shall not use sheet metal screws
14. 6.01 OVERLOAD PROTECTION DEVICES - Add removable breakers shall be accessed from the front of the circuit board only
15. 6.09 DRIVER'S CONSOLE - Change order of switches; move # 7 to # 3 position
16. 6.19 2-WAY RADIOS - Delete existing and add current model. See Attachment "A"
17. 6.23X BATTERY CHARGER - Shall meet current load of vehicle
18. 6.24 BATTERY MODIFICATIONS - Change Optima model #900 to current model #1000 with 850 cold cranking amps
19. 6.25X 12-VOLT RECEPTACLES - Change (1) to (3) outlets, Right Front Stack
20. 6.30.01X FRONT LIGHTBAR - Change lightbar to current model: Whelen 94" #4500 LED bar with the following layout: Red LED Flasher, Clear Take Down Halogen Light, Red LED Flasher. Red LED Flasher, Red LED Steady Burn, Red LED Flasher, Red LED Steady Burn, Red LED Flasher, Red LED Flasher, Clear Take Down Halogen Light, Red LED Flasher. Lightbar shall be recess mounted and have LED ICC lights.
21. 6.30.03X REAR LIGHTBAR - Change lightbar to current model: Whelen # 45KKKRH 90" LED Traffic advisor/flasher flush mount bar shall be provided. It shall have two (2) Red LED Corner Flashers, six (6) Amber LED Flasher/Traffic Advisor, and two (2) Flood Lights. Pattern TBD at pre-eng.
22. 6.30.15X FRONT STEADY BURNING/REAR HALOGEN AMBER LIGHTS - Revision TBD at pre-eng.
23. 7.01 OWNERS MANUAL - # 2, KEYS, Change (1) to (3), and include "As Built Wiring Diagram".

ATTACHMENT "A"
Ambulance Spec Changes
Modification No. 4, Contract Proposal #72291

Manufacturer		Item ID	Model #	Description / Configuration
800 MHz Radio	Motorola	M20URS9PW1 N	XTL5000	
		G806	ENH	software
		G50	ENH	
		G851		Astro Digital CAI Operation
		G159		Smartnet Operation
		G442		DES/DES XL/DES OFB Encryption
		G444		Encryption UCM Hardware
		W22		O5 Control Head and Software
		W432		Control Head Software
		G335		Palm Microphone / Mount
		G67		Increased Power 10W
		G609		Auxiliary Speaker 5 Watt
			1/4 wave 764-870 MHz	
			Remote Mount	
			Remote Mount Cable	
			XTL 5000 as Configured	
Mutual Aid Radio	Kenwood	TK-790	BK9FMD1	VHF, 45 W/ P25
			L-869	CDF Option
			L-917	Microphone Mute Option
			10772	1/4 Wave Antenna
			KRK-5	Single Head Remote Mount Kit
			KCT-22M3	Control Cable 25'
				TK 790 as Configured
AVL	Placer		32343-00	Mobile Unit
			23803-00	Intelligent Data Controller w/o GPS
			24425	Vehicle Interface Cable
			32455-00	Antenna bundle no flange, right angle,

ATTACHMENT "A"
Ambulance Spec Changes
Modification No. 4, Contract Proposal #72291

MDT	Motorola	Motorola	MW810 MDT	Processor	Intel Core2 Duo T5500 1.66GHz
				Hard Drive	80GB
				RAM	1GB Single Slot
				OS	Windows XP PRO
				Display	12.1" 1200 NIT XGA Touch Screen
				Wireless Data	VRM850
				Wireless Data	Bluetooth 2.0
				CPU Mount	Mounting Trunnion
			VA00385	2nd Display Capability	Comm Video Expansion Board
					GPS
				Accessories	Dead Reckoning GPS 15 ft cable
					MW810 as Configured (estimate)
	Alerting Software	Motorola	SCA0020	Alerting	TX Messenger - Custom SFFD
Mount	Gamber Johnson	SDI 8425 -1	MW800 Screen Display Swivel & Keyboard Holder		

Amb. Console	Console Ford E450	Havis Shield	HS C-VS-1800-ECO	Note: Replaces OEM Console
		Havis Shield	HS C-EB30-TK7-1P	
		Havis Shield	HS C-EB40-MA9-1P	
		Havis Shield	HS C-EB20-075	
		Havis Shield	TP FP-BLNK3SW6	

ePCR Hardware	ePCR Mount	Gamber Johnson	GJ-NP-CF18	CF-18 Computer Mount
		Gamber Johnson	DS 56	Low Rise Mounting Base Plate
		Gamber Johnson	Clevis 0-90T	Tall 0-90 Clevis Mounting Bracket
		Lind	11798	CF-18 Power Supply