March 29, 2004

CONTRACT MODIFICATION NO. 1

Contract No. 82802
Garment Rental, Maintenance and Laundry Services
Aramark Uniform Services: BPSF00002017
Term: October 1, 2003 through September 30, 2006

TO ALL USER DEPARTMENTS:

Per Special Condition No. 78 – Additional New Items, and Special Condition No. 68 – Price, the following items have added:

Item 115. FR Coverall (Ultrasoft FR Style 451) $0.45 (rental)
Item 116. Replacement cost for Item 115. $25.00

Please attach this Contract Modification to your copy of the award.

All other terms and conditions remain the same.

Sincerely,

s/JOHN MONTENERO
Purchaser
(415) 554-6464
City and County of San Francisco  
Office of Contract Administration  
Purchasing  
1 Dr. Carlton B. Goodlett Place, Room 430  
San Francisco, CA 94102-4685 

CONTRACT MODIFICATION NO. 2

ARAMARK UNIFORM SERVICES  
330 Chestnut Street  
Oakland, CA 94607  
Attn: Art Weke

Date: December 12, 2006  
Contract Proposal No. 82802  
Estimated Amount: Indefinite

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

CONTRACT EXTENSION

For furnishing and delivering GARMENT RENTAL, LAUNDRY & MAINTENANCE.

By mutual agreement, the contract is extended an additional three (3) months for the term October 1, 2006 through December 31, 2006.

The following conditions have been added to Contract 82802. (See Attachment "A").

83. Prohibition on Political Activity with City Funds  
84. Preservative-treated Wood Containing Arsenic  
85. Contract/Product Service Quality Report  
86. Nondisclosure of Private Information  
87. Graffiti Removal  
88. Services Provided by Attorneys

All other prices, terms and conditions remain the same.

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

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

[Signature]  
12-19-06 

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor: Aramark Uniform  
By: [Signature]  
Title: mgr  
Print Name: Arthur Weke  
Date: 12-21-06
83. 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.

84. PRESERVATIVE-TREATED WOOD CONTAINING ARSENIC

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

85. CONTRACT PRODUCT/SERVICE QUALITY REPORT

The attached report (Attachment “A”) will be provided to departments using this contract. Users of the contract may complete and return these 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.
86. NONDISCLOSURE OF PRIVATE INFORMATION

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 all of 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:

(i) The disclosure is authorized by this Contract.

(ii) The Contractor received advance written approval from the Contracting Department to disclose the information; or

(iii) 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.
87. 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.

88. 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 MODIFICATION NO. 3

ARAMARK UNIFORM SERVICES
330 Chestnut Street
Oakland, CA 94607
Attn: Art Wake

Date     December 12, 2006
Contract Proposal No. B2802
Estimated Amount: Indefinite

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

CONTRACT EXTENSION

For furnishing and delivering GARMENT RENTAL, LAUNDRY & MAINTENANCE.

By mutual agreement, the contract is extended an additional five (5) months for the term January 1, 2007 through May 31, 2007.

All other prices, terms and conditions remain the same.

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

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

Date 12-19-06

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor ARAMARK UNIFORM

By Arthur W. Wake

Signature

Print Name Art Wake

Date 12-21-06
CONTRACT MODIFICATION NO. 4

ARAMARK UNIFORM SERVICES
330 Chestnut Street
Oakland, CA 94607
Attn: Art Wake

Date January 8, 2007

Contract Proposal No. 82802

Estimated Amount: Indefinite

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

CONTRACT EXTENSION

This contract modification replaces Contract Modification No. 3 in its entirety.

For furnishing and delivering GARMENT RENTAL, MAINTENANCE, AND LAUNDRY SERVICES.

By mutual agreement, the contract is extended an additional five (5) months for the term January 1, 2007 through May 31, 2007.

The following condition has been added to the contract (see Attachment “A”):

* Sweatfree Procurement

All other prices, terms and conditions remain the same.

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

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

Date 1-8-07

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor ________________________________

By ________________________________

Signature Title

Print Name ________________________________

Date ________________________________
• **Sweatfree Procurement** - (applies only to apparel, garments, and corresponding accessories)

Contractor, shall comply with all the requirements of the Sweatfree Contracting Ordinance set forth in Chapter 12U of the San Francisco Administrative Code as it now exists or as it may be amended in the future, 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 Sweatfree Contracting Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's failure to comply with any applicable provision of the Sweatfree Contracting 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 Sweatfree Contracting Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12U. The text of the Sweatfree Contracting Ordinance is available on the web at www.sfgov.org/oca/ under Purchasing.

By entering into this Agreement, Contractor agrees that in the event the Director of the Office of Contract Administration determines Contractor or any Subcontractor of Contractor has failed to comply with the Sweatfree Contracting Ordinance, the City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that a sum equal to the greater of $1,000 or 20% of the amount of goods provided in violation of the Sweatfree Contracting Ordinance is not a penalty, but is a reasonable estimate of the loss that City will incur based on Contractor's failure to comply, established in light of the circumstances existing at the time this contract was awarded. City may deduct a sum representing the liquidated damages from any money due to Contractor under this or other contract with the City and County. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with the Sweatfree Contracting Ordinance.
City and County of San Francisco
Office of Contract Administration
Purchasing
1 Dr. Carlton B. Goodlett Place, Room 430
San Francisco, CA 94102-4685

CONTRACT MODIFICATION NO. 5
Indefinite Quantity

ARAMARK UNIFORM SERVICES
330 Chestnut Street
Oakland, CA 94607
Attn: Art Wake

Date    June 27, 2007
Contract Proposal No. 82802
Estimated Amount: Indefinite

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

CONTRACT EXTENSION

For furnishing and delivering GARMENT RENTAL, MAINTENANCE, AND LAUNDRY SERVICES.

By mutual agreement, the contract is extended an additional three (3) months for the term June 1, 2007 through September 1, 2007.

All other prices, terms and conditions remain the same.

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

[Signature]
As the duly appointed Purchaser of the City and County of San Francisco

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor: Aramark Uniform
By: [Signature] Regional Vice President
Print Name: Art Wake
Date: 7-1-07
CONTRACT MODIFICATION NO. 6
Indefinite Quantity

ARAMARK UNIFORM SERVICES
330 Chestnut Street
Oakland, CA 94607
Attn: Art Wake

Date ______ November 6, 2007
Contract Proposal No. 82802
Estimated Amount: Indefinite

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

CONTRACT EXTENSION

For furnishing and delivering GARMENT RENTAL, MAINTENANCE, AND LAUNDRY SERVICES.

By mutual agreement, the contract is extended an additional seven (7) months for the term September 2, 2007 through March 31, 2008.

The following conditions have been added to Contract 82802. (See Attachment “A”).

89. Default; Remedies
90. Termination for Convenience
91. Liability of City
92. Drug-Free Workplace Policy
93. Compliance with American with Disabilities Act
94. Compliance with Laws
95. Food Service Waste Reduction Requirements
96. Term Bid - Quantities

All other prices, terms and conditions remain the same.

Acknowledging receipt and acceptance of this Contract Modification in the space below. Return to Purchaser: 1 Dr. Carlton B. Goodlett Place, Room 430, San Francisco, CA 94102-6685. DUPLICATE COPY IS FOR YOUR FILES.

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

Date 12-14-07

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor

By ____________________________
Signature
Title
Print Name
Date 12-27-07
Add the following conditions to Contract 82802.

89. 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.

90. 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.

91. 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.

92. 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.
93. **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.

94. **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.

95. **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.

96. **Term bid – Quantities**

This is a term, indefinite quantities contract. Unless otherwise specified herein, deliveries will be required in quantities and at times as ordered during the period of the contract.

Estimated quantities are approximate only. City, in its sole discretion, may purchase any greater or lesser quantity.

Purchasing may make minor purchases of items requested in City’s advertisement for bids or contractor’s bid from other vendors when Purchasing determines, in its sole discretion, that the City has an immediate need for such items or that it is not practical to purchase against this contract.
CONTRACT MODIFICATION NO. 7
Indefinite Quantity

ARAMARK UNIFORM SERVICES
330 Chestnut Street
Oakland, CA 94607
Attn: Art Wake

Date __March 24, 2008____
Contract Proposal No. __82802__
Estimated Amount: __Indefinite__

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

CONTRACT EXTENSION

For furnishing and delivering GARMENT RENTAL, MAINTENANCE, AND LAUNDRY SERVICES.

By mutual agreement, the contract is extended an additional six (6) months for the term April 1, 2008 through September 30, 2008.

The City reserves the right to cancel this contract, upon thirty (30) day notification.

All prices, terms and conditions remain the same.

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

[Signature]

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

Date 3-24-08

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor __Aramark__

By __Signature__

Print Name __Arthur Wake__

Date 3-31-08