

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



PURCHASING DEPARTMENT  
2008 JL - 8 AM 10:45  
RECEIVED

# CONTRACT MODIFICATION NO. 5

Indefinite Quantity

**El Camino Charter Lines, Inc.,  
dba El Camino Trailways**  
214 Shaw Road, Suite T  
P.O. Box 828  
South San Francisco, CA 94080  
Attn: Mike Watson, Managing Director

Date June 23, 2008

Contract Proposal No. 68273

Estimated Amount Indefinite

The City and County of San Francisco does hereby accept your offer to modify the contract and furnish the Articles/Services indicated below. Such Articles/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.

For furnishing and delivering **Charter Bus and Tram Services for Recreation and Park Department.**

By mutual agreement, the contract is extended an additional twelve (12) months for the term July 1, 2008 through June 30, 2009.

Also, by mutual agreement, the prices for items 1 through 6 have increased in Year 5 and Item 9, 16% Fuel Surcharge has been added to the contract in accordance with Special Condition for Price Adjustment (see Contract Modification No. 3). See attached "**Revised Award Sheet.**"

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.**

*Paul James P* 6-30-08 *JD*  
As the duly appointed Purchaser of the City and County of San Francisco Date

**RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:**

Contractor El Camino Charter Lines, Inc., dba El Camino Trailways

By *[Signature]* CEO  
Signature Title

Date 7/3/2008

**AWARD**  
**CHARTER BUS AND TRAM SERVICES FOR RECREATION & PARK DEPARTMENT**  
**For the Term July 1, 2008 through June 30, 2009 (Mod No. 5)**  
(original term: February 17, 2004 through December 31, 2005)

These terms and conditions are intended to 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.

**REVISED AWARD SHEET**

YEAR 5  
(effective 7/1/08)

1. DAY TRIP: Local locations not to exceed 24 hrs. in duration (see Special Condition No. 60A for specifications of services).  
  
Cost of bus and driver for first 4 hours \$446.25  
Additional hours \$73.50/HR  
  
Cancellation fee: Allowed only for cancellations made in less than 24 hours. \$157.50
  
2. DAY TRIP (Extended): Does not include overnight stay to locations in California/Nevada (see Special Condition No. 60B for specifications of services).  
  
Cost of bus and driver for first 4 hours \$446.25  
Additional hours \$99.75/HR  
  
Cancellation fee: Allowed only for cancellations made in less than 24 hours. \$157.50
  
3. EXTENDED TRIPS: Trips to locations in Western United States including Camp Mather, Reno, Lake Tahoe, ...etc., from two (2) to six (6) days.(see Special Condition No. 60C for specifications of services).  
  
Cost of bus and driver per day (24 hours). \$996.45  
Additional hours \$73.50/HR  
Cost for driver (room and meals per day). \$89.25  
  
Cancellation policy  
  
    48 hours and over \$ ----  
    Less than 48 hours \$157.50  
    On the spot (less than 4 hours) \$996.45
  
4. DAY TRIP (Seniors): Local destinations, not to exceed 24 hours (see Special Condition No. 60D for specifications of services).  
  
Cost of bus and driver for first 4 hours \$446.25  
Additional hours \$73.50/HR  
Cancellation fee \$157.50  
Allowed only for cancellations made in less than 24 hours.

**AWARD**  
**CHARTER BUS AND TRAM SERVICES FOR RECREATION & PARK DEPARTMENT**  
**For the Term July 1, 2008 through June 30, 2009 (Mod No. 5)**  
(original term: February 17, 2004 through December 31, 2005)

**REVISED AWARD SHEET**

YEAR 5  
(effective 7/1/08)

5. OVERNIGHT TRIPS (Seniors): Destinations in California and Nevada. Duration not to exceed 48 hours (see Special Condition No. 60E for specifications of services).
- |   |            |
|---|------------|
| Cost of bus and driver per day (24 hours) | \$996.45   |
| Additional hours                          | \$73.50/HR |
| Cost for driver (room and meals per day)  | \$89.25    |
- Cancellation policy.
- |                                 |          |
|---------------------------------|----------|
| 48 hours or more                | \$ ----  |
| Less than 48 hours              | \$157.50 |
| On the spot (less than 4 hours) | \$996.45 |
6. EXTENDED TRIPS (Seniors): Destinations in Western United States, including Camp Mather, Reno, Lake Tahoe, ... etc., from two (2) to six (6) days in duration (see Special Condition No. 60F for specifications of services).
- |   |            |
|---|------------|
| Cost of bus and driver per day (24 hours) | \$996.45   |
| Additional hours                          | \$73.50/HR |
| Cost for driver (room and meals per day)  | \$89.25    |
- Cancellation policy.
- |                                 |          |
|---------------------------------|----------|
| 48 hours or more                | \$ ----  |
| Less than 48 hours              | \$157.50 |
| On the spot (less than 4 hours) | \$996.45 |
7. Trams with Operators (see Special Condition No. 60.G. for specification of services).
- |   |            |
|---|------------|
| Cost of 1 leased tram per day (9-hour shift) with 1 driver:         | \$2,748.77 |
| Cost of 2 leased trams per day (9-hour shift) with 2 drivers:       | \$3,100.58 |
| Cost of 1 driver per day (9-hour shift) to operate City owned tram  | \$1,460.38 |
| Cost of 2 drivers per day (9-hour shift) to operate City owned tram | \$1,812.19 |
8. Effective 7/1/07, an 8% fuel surcharge will be added to the cost of the bus and driver (4-hour minimum, extended, and overnight trips) and additional hours of service for Items 1 through 6.
9. Effective 7/1/08, an 16% fuel surcharge will be added to the cost of the bus and driver (4-hour minimum, extended, and overnight trips) and additional hours of service for items 1 through 6.

Contractor Name: El Camino Charter Lines, Inc., dba El Camino Trailways

Payment Terms: NET 30 Days

**AWARD**

**CHARTER BUS AND TRAM SERVICES FOR RECREATION & PARK DEPARTMENT**  
For the Term July 1, 2007 through June 30, 2008 (Mod No. 4)  
(original term: February 17, 2004 through December 31, 2005)

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**COMPANY INFORMATION**

NAME OF COMPANY: El Camino Charter Lines, Inc.,  
dba El Camino Trailways

ADDRESS: 214 Shaw Road; Suite T  
P.O. Box 828

CITY, STATE, ZIP: So. San Francisco, CA 94080

CONTACT & TITLE: Kumar Shah, Chairman

Email: kumar@elcaminotrailways.com

TELEPHONE NUMBER: (650) 989-2609

FAX NUMBER: (650) 989-9939

DISPATCH PHONE NO.: (650) 989-2604

24-HOUR EMERGENCY NO: (650) 333-4741

PAYMENT TERMS: Net 30 days

FEDERAL TAX / I.D. NUMBER: 94-1525106

VENDOR NUMBER: 90568

CBPO NUMBER: BPSF00002047

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. 4

Indefinite Quantity

RECEIVED  
2007 JUL - 9 AM 11:09  
PURCHASING DEPARTMENT

**El Camino Lines Charters and Tours  
dba El Camino Trailways**  
214 Shaw Road  
P.O. Box 828  
South San Francisco, CA 94080  
Attn: Mike Watson, Managing Director

Date July 2, 2007  
Contract Proposal No. 68279  
Estimated Amount Indefinite

The City and County of San Francisco does hereby accept your offer to modify the contract and furnish the Articles/Services indicated below. Such Articles/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.

For furnishing and delivering **Charter Bus and Tram Services for Recreation and Park Department.**

By mutual agreement, the contract is extended an additional twelve (12) months for the term July 1, 2007 through June 30, 2008.

Also, by mutual agreement, the prices for items 1 through 6 have increased in Year 4 and Item 8, 8% Fuel Surcharge has been added to the contract in accordance with Special Condition for Price Adjustment (see Contract Modification No. 3). See attached "**Revised Award Sheet.**"

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.

*Bruce Jones* 7-03-07 20  
As the duly appointed Purchaser Date  
of the City and County of San Francisco

### RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor El Camino Lines Charters and Tours  
By: *P. Michael Watson* P. MICHAEL WATSON  
*[Signature]* MANAGING DIRECTOR  
Signature Title  
Date 7/6/07

**AWARD**  
**CHARTER BUS AND TRAM SERVICES FOR RECREATION & PARK DEPARTMENT**  
 For the Term July 1, 2007 through June 30, 2008 (Mod No. 4)  
 (original term: February 17, 2004 through December 31, 2005)

These terms and conditions are intended to 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.

**REVISED AWARD SHEET**

	<u>YEAR 1</u> (2004)	<u>YEAR 2</u> (2005)	<u>YEAR 3</u> (2006)	<u>YEAR 4</u> (effective 7/1/07)
1 DAY TRIP: Local locations not to exceed 24 hrs. in duration (see Special Condition No. 60A for specifications of services).				
Cost of bus and driver for first 4 hours	<u>\$349.00</u>	<u>\$355.00</u>	<u>\$355.00</u>	<u>\$425.00</u>
Additional hours	<u>\$50.00/HR</u>	<u>\$55.00/HR</u>	<u>\$55.00/HR</u>	<u>\$70.00/HR</u>
Cancellation fee: Allowed only for cancellations made in less than 24 hours.	<u>\$150.00</u>	<u>\$150.00</u>	<u>\$150.00</u>	<u>\$150.00</u>
2. DAY TRIP (Extended): Does not include overnight stay to locations in California/Nevada (see Special Condition No. 60B for specifications of services).				
Cost of bus and driver for first 4 hours	<u>\$349.00</u>	<u>\$355.00</u>	<u>\$355.00</u>	<u>\$425.00</u>
Additional hours	<u>\$95.00/HR</u>	<u>\$95.00/HR</u>	<u>\$95.00/HR</u>	<u>\$95.00/HR</u>
Cancellation fee: Allowed only for cancellations made in less than 24 hours.	<u>\$150.00</u>	<u>\$150.00</u>	<u>\$150.00</u>	<u>\$150.00</u>
3. EXTENDED TRIPS: Trips to locations in Western United States including Camp Mather, Reno, Lake Tahoe, ... etc., from two (2) to six (6) days.(see Special Condition No. 60C for specifications of services).				
Cost of bus and driver per day (24 hours).	<u>\$739.00</u>	<u>\$749.00</u>	<u>\$749.00</u>	<u>\$949.00</u>
Additional hours	<u>\$50.00/HR</u>	<u>\$55.00/HR</u>	<u>\$55.00/HR</u>	<u>\$70.00/HR</u>
Cost for driver (room and meals per day).	<u>\$75.00</u>	<u>\$80.00</u>	<u>\$80.00</u>	<u>\$85.00</u>
Cancellation policy				
48 hours and over	<u>\$ ----</u>	<u>\$ ----</u>	<u>\$ ----</u>	<u>\$ ----</u>
Less than 48 hours	<u>\$150.00</u>	<u>\$150.00</u>	<u>\$150.00</u>	<u>\$150.00</u>
On the spot (less than 4 hours)	<u>\$739.00</u>	<u>\$749.00</u>	<u>\$749.00</u>	<u>\$949.00</u>
4. DAY TRIP (Seniors): Local destinations, not to exceed 24 hours (see Special Condition No. 60D for specifications of services).				
Cost of bus and driver for first 4 hours	<u>\$349.00</u>	<u>\$355.00</u>	<u>\$355.00</u>	<u>\$425.00</u>
Additional hours	<u>\$50.00/HR</u>	<u>\$55.00/HR</u>	<u>\$55.00/HR</u>	<u>\$70.00/HR</u>
Cancellation fee	<u>\$150.00</u>	<u>\$150.00</u>	<u>\$150.00</u>	<u>\$150.00</u>
Allowed only for cancellations made in less than 24 hours.				

**AWARD**  
**CHARTER BUS AND TRAM SERVICES FOR RECREATION & PARK DEPARTMENT**  
 For the Term July 1, 2007 through June 30, 2008 (Mod No. 4)  
 (original term: February 17, 2004 through December 31, 2005)

**REVISED AWARD SHEET**

	<u>YEAR 1</u> (2004)	<u>YEAR 2</u> (2005)	<u>YEAR 3</u> (2006)	<u>YEAR 4</u> (effective 7/1/07)
5. OVERNIGHT TRIPS (Seniors): Destinations in California and Nevada. Duration not to exceed 48 hours (see Special Condition No. 60E for specifications of services).				
Cost of bus and driver per day (24 hours)	<u>\$739.00</u>	<u>\$749.00</u>	<u>\$749.00</u>	<u>\$949.00</u>
Additional hours	<u>\$50.00/HR</u>	<u>\$55.00/HR</u>	<u>\$55.00/HR</u>	<u>\$70.00/HR</u>
Cost for driver (room and meals per day)	<u>\$75.00</u>	<u>\$80.00</u>	<u>\$80.00</u>	<u>\$85.00</u>
Cancellation policy.				
48 hours or more	\$ ----	\$ ----	\$ ----	\$ ----
Less than 48 hours	<u>\$150.00</u>	<u>\$150.00</u>	<u>\$150.00</u>	<u>\$150.00</u>
On the spot (less than 4 hours)	<u>\$739.00</u>	<u>\$749.00</u>	<u>\$749.00</u>	<u>\$949.00</u>
6. EXTENDED TRIPS (Seniors): Destinations in Western United States, including Camp Mather, Reno, Lake Tahoe, ... etc., from two (2) to six (6) days in duration (see Special Condition No. 60F for specifications of services).				
Cost of bus and driver per day (24 hours)	<u>\$739.00</u>	<u>\$749.00</u>	<u>\$749.00</u>	<u>\$949.00</u>
Additional hours	<u>\$50.00/HR</u>	<u>\$55.00/HR</u>	<u>\$55.00/HR</u>	<u>\$70.00/HR</u>
Cost for driver (room and meals per day)	<u>\$75.00</u>	<u>\$80.00</u>	<u>\$80.00</u>	<u>\$85.00</u>
Cancellation policy.				
48 hours or more	\$ ----	\$ ----	\$ ----	\$ ----
Less than 48 hours	<u>\$150.00</u>	<u>\$150.00</u>	<u>\$150.00</u>	<u>\$150.00</u>
On the spot (less than 4 hours)	<u>\$739.00</u>	<u>\$749.00</u>	<u>\$749.00</u>	<u>\$949.00</u>
7. Trams with Operators (see Special Condition No. 60.G. for specification of services).				
Cost of 1 leased tram per day (9-hour shift) with 1 driver:			<u>\$2,748.77</u>	<u>\$2,748.77</u>
Cost of 2 leased trams per day (9-hour shift) with 2 drivers:			<u>\$3,100.58</u>	<u>\$3,100.58</u>
Cost of 1 driver per day (9-hour shift) to operate City owned tram			<u>\$1,460.38</u>	<u>\$1,460.38</u>
Cost of 2 drivers per day (9-hour shift) to operate City owned tram			<u>\$1,812.19</u>	<u>\$1,812.19</u>
8. Effective 7/1/07, an 8% fuel surcharge will be added to the cost of the bus and driver (4-hour minimum, extended, and overnight trips) and additional hours of service for Items 1 through 6.				

Contractor Name: El Camino Charter Lines, Inc., dba El Camino Trailways

Payment Terms: NET 30 Days

**AWARD**

**CHARTER BUS AND TRAM SERVICES FOR RECREATION & PARK DEPARTMENT**  
For the Term July 1, 2007 through June 30, 2008 (Mod No. 4)  
(original term: February 17, 2004 through December 31, 2005)

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**COMPANY INFORMATION**

NAME OF COMPANY: El Camino Charter Lines, Inc.,  
dba El Camino Trailways

ADDRESS: 214 Shaw Road; Suite T  
P.O. Box 828

CITY, STATE, ZIP: So. San Francisco, CA 94080

CONTACT & TITLE: Mike Watson, Managing Director

Email: mike@elcaminotrailways.com

TELEPHONE NUMBER: (650) 989-2607

FAX NUMBER: (650) 952-1565

DISPATCH PHONE NO.: (650) 989-2604

24-HOUR EMERGENCY NO: (650) 333-4741

PAYMENT TERMS: Net 30 days

FEDERAL TAX / I.D. NUMBER: 94-1525106

VENDOR NUMBER: 90568

CBPO NUMBER: BPSF00002047



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

RECEIVED

2007 JUN 14 PM 10:49



## CONTRACT MODIFICATION NO. 3

Indefinite Quantity

**El Camino Lines Charters and Tours**  
P.O. Box 828  
South San Francisco, CA 94083-0828  
Attn: Mike Watson, Managing Director

Date June 1, 2007

Contract Proposal No. 68273

Estimated Amount Indefinite

The City and County of San Francisco does hereby accept your offer to modify the contract and furnish the Articles/Services indicated below. Such Articles/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.

For furnishing and delivering **Charter Bus and Tram Services for Recreation and Park.**

In accordance with Special Condition No. 87 – Additional New Items, the following items are added to the Award Sheet for Contract No. 68273:

7. Trams with Operators (see Special Condition No. 60.G. for specification of services).

Cost of 1 leased tram per day (9-hour shift) with 1 driver:	\$2,748.77
Cost of 2 leased trams per day (9-hour shift) with 2 drivers:	\$3,100.58
Cost of 1 driver per day (9-hour shift) to operate City owned tram	\$1,460.38
Cost of 2 drivers per day (9-hour shift) to operate City owned tram	\$1,812.19

The following conditions are added to the contract, Attachment B:

58. Purpose (revised)  
60.G. Trams with Operators
- Default; Remedies
  - Guaranteed Maximum Costs
  - Taxes
  - Liability of City
  - Price Adjustment

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.

*Tammi M. Kelly*  
As the duly appointed Purchaser  
of the City and County of San Francisco

6/7/07  
Date

### RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor El Camino Lines Charters and Tours

By *Manuel R. Dizon*  
Signature Title

Date 6/14/07

**Replace Special Condition No. 58, Purpose, in it's entirety with the following:**

**58. PURPOSE**

The purpose of this contract is to provide the Recreation and Park Department and various other departments of the City and County of San Francisco with a reliable source of supply for Charter Bus and Tram Services.

**Add additional scope of work to Special Condition No. 60 as follows:**

**G. TRAMS WITH OPERATORS**

The City requires year-around tram services for road closures at Golden Gate Park on Saturdays, Sundays, and holidays.

1. Leased trams shall seat 10 passengers with 2 wheelchair positions. The trams shall include ramps that will be wheelchair accessible. The wheelchair ramps, positions, and safety tie downs shall meet all ADA regulations.
2. Hours of tram operation will be from 9:00 a.m. to 6:00 p.m. (9-hour shifts)
3. Tram routes will be designated by Recreation and Park staff.
4. Trams to operate no more than 5 - 7 miles per hour at all times.
5. Trams must be equipped with 1<sup>st</sup> aid kits and 10-lb. fire extinguisher.
6. Drivers for trams must be trained to operate tram and their responsibilities for passenger loading/unloading.
7. Service includes provision for relief drivers for lunch and breaks as required.
8. Routine maintenance and repairs of leased trams to be performed by the City with prior approval of the contractor.
9. Contractor shall be responsible for all warranty service, parts, labor, and travel for the leased trams. All work required under warranty shall be promptly accomplished at no expense to the City.
10. A replacement tram will be provided if one of the trams breaks down and is not repairable within 7 calendar days.
11. Daily cost for leased trams and drivers does not include cost of routine maintenance repairs, fuel, washing of trams and parking.

- **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.

- **PRICE ADJUSTMENT**

- A. Prices may be increased only once every twelve (12) months commencing on or after the first anniversary date of the contract (or after the initial term of the contract).
- B. Price increases will be limited to a maximum of 5% over the original contract price.
- C. Such adjustments shall commence 30 days after notification and submission of satisfactory documentation and agreement of the Purchaser.
- D. It shall be the Contractor's responsibility to request and to provide documentation satisfactory to the Purchaser to support any price increase request.

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

Indefinite Quantity

**El Camino Lines Charters and Tours**  
214 Shaw Road, Suite T  
So. San Francisco, CA 94080  
Attn: Mike Watson

Date March 1, 2007  
Contract Proposal No. 68273  
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 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 **Charter Bus Services for Recreation & Park.**

By mutual agreement the contract is extended an additional **six (6)** months for the term **JANUARY 1, 2007 through JUNE 30, 2007.**

The following conditions have been added to Contract 68273 (See Attachment "A").

- |  |   |
|--|---|
| 90. Termination for Convenience                    | 94. First Source Hiring                     |
| 91. Drug-Free Workplace Policy                     | 95. Prohibition on Political Activity       |
| 92. Compliance with American with Disabilities Act | 96. Contract Product/Service Quality Report |
| 93. Compliance with Laws                           | 97. Nondisclosure of Private Information    |
|  | 98. Graffiti Removal                        |

All other 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* *3-1-07*  
of the City and County of San Francisco Date

### RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor *EL CAMINO CHARTER LINES, INC*  
By *[Signature]* *MANAGING DIRECTOR*  
Signature Title  
Date *3/5/07*

**Add the following conditions:**

**90. 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.

**91. 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.

**92. 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.

**93. 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.

**94. FIRST SOURCE HIRING PROGRAM (FSHP)**

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. For additional information regarding the FSHP, call (415) 401-4935.

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 Contract as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Contract under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Contract 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 \$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.

**95. 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.

**96. 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 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.

**97. 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 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.

## **98. 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 Kelly  
Director and Purchaser

Purchasing

**CONTRACT PRODUCT/SERVICE QUALITY REPORT**

**"ATTACHMENT A"**

For Term Contract No. \_\_\_\_\_

Date: \_\_\_\_\_

**SOURCE OF REPORT:**

Date of Quality

Department & Division: \_\_\_\_\_

Incident: \_\_\_\_\_

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.)

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Gavin Newsom  
Mayor

Naomi Little  
Director and Purchaser

Purchasing

February 1, 2006

**CONTRACT MODIFICATION No. 1**  
**REVISED**

**Charter Bus Service**

**Contract No. 68273**

TO ALL USER DEPARTMENTS:

Please be advised that Contract 68273 Charter Bus Service for Recreation & Parks Department.

**El Camino Lines Charter & Tours**

**BPSF00002047**

By mutual agreement, the contract is extended an additional twelve (12) months for the term of January 1, 2006 through December 31, 2006.

All other contract items, terms, and conditions remain the same.

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

Sincerely,

Stuart Keeler  
Purchaser  
415.554-4751

SAK/cho

**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