

Oct. 6. 2008 10:39AM

No. 1646 P. 3

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. 13

Indefinite Quantity

Aramark Uniform Services
 330 Chestnut Street
 Oakland, CA 94607
 Attn: Arthur Wake

Date October 2, 2008Contract Proposal No. 82835Estimated Amount: Indefinite

The City and County of San Francisco does hereby accept your offer to extend 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.

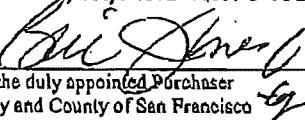
CONTRACT EXTENSION

For furnishing and delivering Garment Rental, Maintenance, and Laundry Services for San Francisco International Airport Custodial Department.

By mutual agreement, the contract is extended an additional (3) three months for the term October 1, 2008 through December 31, 2008.

All other prices, terms and conditions remain the same.

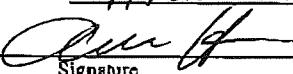
Acknowledge receipt and acceptance of this Contract Modification in the space below. Return to Purchaser, 1 Dr. Carlton B. Goodlett Place, Room 430, San Francisco, CA, 94102-4685. DUPLICATE COPY IS FOR YOUR FILES.


10-3-08
 As the duly appointed Purchaser
 of the City and County of San Francisco

Date

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor Aramark

By  RVP
 Signature Title

Print Name ART Wake

Date 10-8-08

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. 12

Indefinite Quantity

Aramark Uniform Services
330 Chestnut Street
Oakland, CA 94607
Attn: Arthur Wake

Date March 25, 2008

Contract Proposal No. 82835

Estimated Amount: Indefinite

The City and County of San Francisco does hereby accept your offer to extend 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.

CONTRACT EXTENSION

For furnishing and delivering Garment Rental, Maintenance, and Laundry Services for San Francisco International Airport Custodial Department.

By mutual agreement, the contract is extended an additional (3) three months for the term July 1, 2008 through September 30, 2008.

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.

 4-10-08
As the duly appointed Purchaser
of the City and County of San Francisco

Date

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor Aramark
By Janele M. RVP
Signature 4-23-08 Title RVP
Date 4-23-08

Mar. 14, 2008 2:58PM

No. 7556 P. 3



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. 11

Indefinite Quantity

Aramark Uniform Services
 330 Chestnut Street
 Oakland, CA 94607
 Attn: Arthur Wake

Date March 6, 2008Contract Proposal No. 82835Estimated Amount: Indefinite

The City and County of San Francisco does hereby accept your offer to extend 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.

CONTRACT EXTENSION

For furnishing and delivering **Garment Rental, Maintenance, and Laundry Services for San Francisco International Airport Custodial Department.**

By mutual agreement, the contract is extended an additional (3) three months for the term April 1, 2008 through June 30, 2008.

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.

Date

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

3/14/08

m

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor Aramark Uniforms
 By *[Signature]* RVP
 Date 3-17-08

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. 10

Indefinite Quantity

Aramark Uniform Services
330 Chestnut Street
Oakland, CA 94607
Attn: Arthur Wake

Date August 13, 2007

Contract Proposal No. 82835

Estimated Amount: Indefinite

The City and County of San Francisco does hereby accept your offer to extend 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.

CONTRACT EXTENSION

For furnishing and delivering Garment Rental, Maintenance, and Laundry Services for San Francisco International Airport Custodial Department.

By mutual agreement, the contract is extended an additional (7) seven months for the term September 1, 2007 through March 31, 2008.

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

- Food Service Waste Reduction Requirements

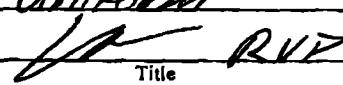
All other prices, terms and conditions remain the same.

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.

 8/21/07 
As the duly appointed Purchaser
of the City and County of San Francisco

Date

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor Aramark Uniforms
By  Title RVP
Date 8-27-07

Attachment "A"
Contract No. 82835
Contract Modification No. 10
Garment Rental Maintenance, and Laundry Svc. for SFIA Custodial Dept.
. August 13, 2007

- **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.

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. 9

Indefinite Quantity

Aramark Uniform Services
330 Chestnut Street
Oakland, CA 94607
Attn: Arthur Wake

Date May 21, 2007

Contract Proposal No. 82835

Estimated Amount: Indefinite

The City and County of San Francisco does hereby accept your offer to extend 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.

CONTRACT EXTENSION

For furnishing and delivering Garment Rental, Maintenance, and Laundry Services for San Francisco International Airport Custodial Department.

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

Bill Jones Jr 5-22-07 2W
As the duly appointed Purchaser
of the City and County of San Francisco

Date

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor Aramark Uniform
By Sam Lee GRD Up MGR
Signature 5-23-07 Title

Date

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. 8

Indefinite Quantity

Aramark Uniform Services
330 Chestnut Street
Oakland, CA 94607
Attn: Arthur Wake

Date December 29, 2006

Contract Proposal No. 82835

Estimated Amount: Indefinite

The City and County of San Francisco does hereby accept your offer to extend 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.

CONTRACT EXTENSION

This contract modification replaces Contract Modification No. 7 in its entirety.

For furnishing and delivering Garment Rental, Maintenance, and Laundry Services for San Francisco International Airport Custodial Department.

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

12-28-06

Date

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor Aramark Uniform
By
Signature John C. Grupe Title Manager
Date 12-1-07

- **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. 7

Indefinite Quantity

**Aramark Uniform Services
330 Chestnut Street
Oakland, CA 94607
Attn: Arthur Wake**

Date December 11, 2006

Contract Proposal No. 82835

Estimated Amount: Indefinite

The City and County of San Francisco does hereby accept your offer to extend 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.

CONTRACT EXTENSION

For furnishing and delivering Garment Rental, Maintenance, and Laundry Services for San Francisco International Airport Custodial Department.

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 _____

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor Aravamark Uniforms
By Paul W Group MGR
Signature _____ Title _____
Date 12-21-06

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. 6

Indefinite Quantity

Aramark Uniform Services
330 Chestnut Street
Oakland, CA 94607
Attn: Arthur Wake

Date September 11, 2006

Contract Proposal No. 82835

Estimated Amount: Indefinite

The City and County of San Francisco does hereby accept your offer to extend 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.

CONTRACT EXTENSION

For furnishing and delivering Garment Rental, Maintenance, and Laundry Services for San Francisco International Airport Custodial Department.

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 and replaced to Contract 82835. (See Attachment "A")

- Contract Product/Service Quality Report
- Nondisclosure of Private Information
- Graffiti Removal

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

9-28-06

Date

2006

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor Aramark Uniform
By Arthur Wake Signature
Group Manager Title
Date 9-3-06

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.

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 Kelly
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



Gavin Newsom
Mayor

Office of Contract Administration

Purchasing

Naomi Little
Director/Purchaser

October 14, 2005

CONTRACT MODIFICATION NO. 5

Contract No. 82835
Garment Rental, Maintenance and Laundry Services
for SFIA Custodial Department

Vendor: Aramark Uniform Services
BPSF00001706

New Term: October 1, 2005 through September 30, 2006

TO USER DEPARTMENT/ACCOUNTING:

Please be advised that the subject contract has been extended for an additional twelve (12) months, ending September 30, 2006 for Line items 1 through 26.

All prices, other terms and conditions of the contract remain unchanged.

Please attach this Contract Modification to your Contract Award copy.

Sincerely,

A handwritten signature in black ink, appearing to read "Trudy Byars".

Trudy Byars
Senior Purchaser
(650) 821-2848

tcb

City and County of San Francisco



Office of Contract Administration Purchasing

Gavin Newsom
Mayor

Naomi Little
Director/Purchaser

April 1, 2005

CONTRACT MODIFICATION NO. 4

Contract No. 82835
Garment Rental, Maintenance and Laundry Services
for SFIA Custodial Department

Vendor: Aramark Uniform Services
BPSF00001706

New Term: April 1, 2005 through September 30, 2005

TO USER DEPARTMENT/ACCOUNTING:

Please be advised that the subject contract has been extended for an additional six (6) months from April 1, 2005 through September 30, 2005.

All prices, other terms and conditions of the contract remain unchanged.

Please attach this Contract Modification to your Contract Award copy.

Sincerely,

A handwritten signature in black ink, appearing to read "Trudy Byars".

Trudy Byars
Senior Purchaser
(650) 821-2848

tcb



Gavin Newsom
Mayor

Naomi Little
Director and Purchaser

Purchasing

November 18, 2004

CONTRACT MODIFICATION NO. 3

Garment Rental, Maintenance and Laundry Services for SFIA Custodial Department

Contract No. 82835

Vendor: Aramark Uniform Services

Blanket Purchase Order No.: BPSF00001706

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.

Term Extension: January 1, 2005 through March 31, 2005

TO ALL USER DEPARTMENTS:

Please be advised that Contract 82835, Garment Rental, Maintenance and Laundry Services for San Francisco International Airport, has been extended for an additional three months beginning January 1, 2005.

All other prices, terms and conditions remain unchanged.

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

Sincerely,

s/Trudye Byars
Senior Purchaser
650.821.2848

TCB/dsh



Gavin Newsom
Mayor

Naomi Little
Director and Purchaser

Purchasing

August 26, 2004

CONTRACT MODIFICATION NO. 2

Garment Rental, Maintenance and Laundry Services for SFIA Custodial Department

Contract No. 82835

Vendor: Aramark Uniform Services

Blanket Purchase Order No.: BPSF00001706

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.

New Term: August 15, 2004 through December 31, 2004

TO ALL USER DEPARTMENTS:

Please be advised that the subject contract has been extended for an additional 4½ months beginning August 15, 2004.

All other prices, terms and conditions remain unchanged.

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

Sincerely,

Jeannie Louie
Senior Purchaser
650.821.2848

JJL/dsh



Willie Lewis Brown, Jr.
Mayor

Judith A. Blackwell
Director

Purchasing Division

July 14, 2003

CONTRACT MODIFICATION NO. 1

Garment Rental, Maintenance and Laundry Services for SFIA Custodial Department

Contract No. 82835

Vendor: Aramark Uniform Services

Blanket Purchase Order No.: BPSF00001706

New Term: August 15, 2003 through August 14, 2004

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.

TO ALL USER DEPARTMENTS:

Please be advised that Contract 82835, Garment Rental, Maintenance and Laundry Services for the San Francisco International Airport Custodial Department, has been extended for an additional 12-month term as noted above.

In addition, the following requirements have been added to the terms and conditions of this contract. (See Attachment A):

- Minimum Compensation Ordinance (MCO)
- Requiring Health Benefits for Covered Employees (HCAO)
- First Source Hiring Program
- Notification of Limitations on Contributions
- Earned Income Credit
- Prohibition on Political Activity with City Funds
- Preservative-treated Wood Containing Arsenic
- Services Provided by Attorneys

All other prices, terms and conditions remain unchanged.

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

Sincerely,

Jeannie Louie, Sr. Purchaser
650.821.2848

JJL/dsh

Attachment

July 14, 2003

Contract 82835 – Modification No. 1
Attachment A

MINIMUM COMPENSATION ORDINANCE (MCO)

Background

The Minimum Compensation Ordinance went into effect October 8, 2000. This new law requires some, but not all, organizations that have service contracts with the City or operate at San Francisco International Airport to pay their employees who are working on those City contracts at least \$10.25 per hour and provide 12 paid days off per year and 10 unpaid days off per year (for a full-time employee working under the City contract). If an employee works less than full time on the City contract, the employer must pay the employee \$10.25 an hour for the hours worked on the City contract, and the paid and unpaid time off must be proportional to the hours worked on the City contract. The required pay rate under the MCO increases at a rate of 2.5% a year for the next two (2) years. The increased pay rate is effective January 1 of each year.

The MCO applies only if you have at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department **and** have more than 20 employees, including employees of any parent, subsidiaries and subcontractors. If you meet these criteria but do not provide MCO benefits for a potential City contract, the City can do business with you only if the contract receives an exemption or a waiver.

Your best source of information about the MCO is the MCO website: www.sfgov.org/oca/lwlh.htm

You will find:

- The text of the ordinance. Section 12P.5 contains new contract language that appears in the City's contracts and purchase orders.
- Information and Help for Contractors
- Information and Help for Contractors at the Airport
- Information and Help for Employees
- FAQs
- Forms
- Contact Information

Contract Provisions

Chapter 12.P of the S.F. Administrative Code is incorporated herein by reference, and Contractor agrees to comply with the MCO in performing this Contract. In addition to any other MCO provisions that may be applicable to Contractor, Contractor agrees to abide by the following terms:

- (a) For each hour worked by a Covered Employee during a Pay Period on work funded under the City contract during the term of this Contract, Contractor shall provide to the Covered Employee no less than the Minimum Compensation.
- (b) Contractor understands and agrees that the failure to comply with the foregoing requirement of the MCO shall constitute a material breach by Contractor of the terms of this Contract. The City, acting through its Contracting Department, shall determine whether such a breach has occurred.
- (c) If, within 30 days after receiving written notice of a breach of this Contract for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City, acting through its Department of Purchasing, shall have the right to pursue any rights or remedies available under the terms of this Agreement, Chapter 12.P or other applicable law.

- (d) Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to Contractor's compliance or anticipated compliance with the requirements of the MCO, for opposing any practice proscribed by the MCO, for participating in proceedings related to the MCO, or for seeking to assert or enforce any rights under the MCO by any lawful means.
- (e) Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.
- (f) Contractor shall keep itself informed of the current requirements of the MCO, including increases to the hourly gross compensation due Covered Employees under the MCO, and shall provide prompt written notice to all Covered Employees of any increases in compensation, as well as any written communications received by the Contractor from the City, which communications are marked to indicate that they are to be distributed to Covered Employees.
- (g) Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the MCO.
- (h) The Contractor shall provide the City with access to pertinent records after receiving a written request from the City to do so and being provided at least five business days to respond.
- (i) The City may conduct random audits of Contractor. Random audits shall be (i) noticed in advance in writing; (ii) limited to ascertaining whether Covered Employees are paid at least the minimum compensation required by the MCO; (iii) accomplished through an examination of pertinent records at a mutually agreed upon time and location within ten days of the written notice; and (iv) limited to one audit of Contractor every two years for the duration of this Contract. Nothing in this Contract is intended to preclude the City from investigating any report of an alleged violation of the requirements of this Contract relating to the MCO.
- (j) Any Contractor subject to the provisions of this Chapter shall promptly notify the City of any subcontractors performing services covered by this Chapter and shall certify to the City that it has notified the subcontractors of their obligations under this Chapter.
- (k) Each Covered Employee is a third-party beneficiary with respect to the requirements of subsections (a) and (b) of this Section, and may pursue all lawful remedies in the event of a breach by Contractor of subsections (a) and (b).
- (l) If Contractor is exempt from the MCO when this Contract is executed because the cumulative amount of contracts with this department for the fiscal year is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into a contract or contracts that cause Contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Contract. This obligation arises on the effective date of the contract that causes the cumulative amount of contracts between the Contractor and this department to exceed \$25,000 (\$50,000 for nonprofits) in the fiscal year.

REQUIRING HEALTH BENEFITS FOR COVERED EMPLOYEES

Unless exempt, Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as that same may be amended from time to time. The provisions of Chapter 12Q are incorporated herein by reference and made a part of this agreement as though fully set forth. The text of the HCAO is available on the web at <http://sfgov.org/oca/lwlh.htm>.

Capitalized terms used in this Section and not defined in this agreement shall have the meanings assigned to such terms in Chapter 12Q.

- (a) For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.
- (b) Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(d) of the HCAO, it shall have no obligation to comply with part (a) above.
- (c) Contractor's failure to comply with the HCAO shall constitute a material breach of this Agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5(f)(1-5). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.
- (d) Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.
- (e) Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's compliance or anticipated compliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.
- (f) Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.
- (g) Contractor shall keep itself informed of the current requirements of the HCAO.
- (h) Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.
- (i) Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least five business days to respond.
- (j) City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.
- (k) If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

FIRST SOURCE HIRING PROGRAM

a. Incorporation of Administrative Code Provisions by Reference

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

b. First Source Hiring Agreement

(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.

NOTIFICATION OF LIMITATIONS ON CONTRIBUTIONS

This paragraph applies if the contract exceeds \$50,000 over a 12-month period or less and is for: (1) personal services; or (2) the selling or furnishing of any material, supplies or equipment; or (3) any combination of personal services and the selling or furnishing of any material, supplies or equipment. San Francisco Campaign and Governmental Conduct Code (the "Conduct Code") Section 3.700 *et.seq.*, and San Francisco Ethics Commission Regulations 3.710(a)-1 – 3.730-1, prohibit the public officials who have discretion to approve and do in fact approve this contract from receiving: (1) gifts, honoraria, emoluments or pecuniary benefits of a value in excess of \$50; (2) any employment for compensation; or (3) any campaign contributions for any elective office for a period of up to six years from individuals and entities who are "public benefit recipients" of the contract. Public benefit recipients of the contract are defined as: (1) the individual, corporation, firm, partnership, association, or other person or entity that is a party to the contract; (2) an individual or entity that is a party to the contract; (3) an individual or entity that has a direct 10% equity, or direct 10% participation, or direct 10% revenue interest in that party at the time the public benefit is awarded; or (4) an individual who is a trustee, director, partner or officer of the contracting party at the time the public benefit is awarded.

A party to any contract awarded under this solicitation must acknowledge that it understands that any public official who approves this contract may not accept campaign contributions, gifts, or future employment from the Contractor except as provided under the Conduct Code. The contractor must agree to notify any other individuals or entities that may be deemed "public benefit recipients" under the Conduct Code because of this contract. Upon request, the contractor must further agree to furnish, before the contract is entered into, such information as any public official approving this contract may require in order to ensure such official's compliance with the Conduct Code. Upon request, the City will agree to provide, before the contract is entered into, a list of public officials who, under the Conduct Code, approve the contract to the contractor. Failure of any public official to abide by the Conduct Code will not constitute a breach by either the contractor or the City of the contract. Neither party to the contract will have the right to terminate the contract due to any failure by the other party to provide the information described in this paragraph.

EARNED INCOME CREDIT (EIC) FORMS

Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

- A. Contractor shall provide the Earned Income Credit (EIC) Form to each Eligible Employee at each of the following times:
 1. within 30 days following the date on which the applicable Contract or Contract Amendment becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in question);
 2. promptly after any Eligible Employee is hired by Contractor; and
 3. annually between January 1 and January 31 of each calendar year during the term of the Contract.
- B. Failure to comply with the foregoing requirement shall constitute a material breach by Contractor of the terms of the Contract.
- C. If within 30 days after the Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such a period, or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under the terms of the Contract or under applicable law.

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.