

City and County of San Francisco  
Office of Contract Administration  
SFGH Purchasing Division  
1001 Potrero Avenue, Rm. GP-1  
San Francisco, CA 94110



# CONTRACT MODIFICATION No. 2

Indefinite Quantity

Loomis Armored US, Inc.  
3200 Regatta Blvd., Bldg. B  
Richmond, CA 94804  
Attn: Celeste De La Rosa

Date September 9, 2008

Contract Proposal No. 86300

Estimated Amount: Indefinite

The City and County of San Francisco does hereby accept your offer to extend the contract, modify the prices 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 Bid Proposal, but only after receipt of order properly certified by the Controller of the City and County of San Francisco.

## ADD ITEMS

For furnishing and delivering **Armored Vehicle Transportation Services.**

By mutual agreement and in accordance with Special Condition No. 77 – Additional New Items, have been added to Contract 86300. (See Attachment A)

The following conditions have been replaced and added to contract 86300 (See Attachment B).

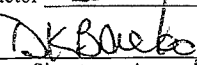
- 51. First Source Hiring Program (FSHP) – Replaced
- 52. Minimum Compensation Ordinance ("MCO") - Replaced
- 63. Purpose – Added
- 65. Scope of Services to be Performed- Added
- 68. Bidder's / Contractor's Qualifications - Added
- 84. Food Service Waste Reduction Requirements. Added

All other conditions remain unchanged.

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

 \_\_\_\_\_ Date 9-10-08  
As the duly appointed Purchaser of the City and County of San Francisco

### RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor Loomis  
By  \_\_\_\_\_ Title AREA GENERAL MGR  
Signature \_\_\_\_\_ Date 10/01/08

**Add items:**

Loomis provides armored car service for transportation of City and County warrants for Vendors, Retirement and Social Services.

- Item I: A      Monday through Friday between 7:30 AM to 8:30 AM Loomis picks up from the Data Center at One Market Plaza, Steuart Tower, Suite 250B, San Francisco, CA 94105 and delivers the warrants to City Hall, Controllers, Room 396, 1 Dr. Carlton B. Goodlett Place, San Francisco CA 94102.
- Item II: B      Monday through Friday between 2:00 PM to 3:00 PM Loomis picks up the warrants from City Hall. Controllers, Room 396, 1 Dr. Carlton B. Goodlett Place, San Francisco CA 94102, and delivers them to Reproduction Services, Room 125, 875 Stevenson Street, San Francisco, CA 94103.
- Item III: A      Twice a month on approximately the 15<sup>th</sup>. and 30<sup>th</sup> Loomis picks up from the Data Center at One Market Plaza, Steuart Tower, Suite 250B, San Francisco, CA 94105, and delivers the warrants to Reproduction Services, Room 125, 875 Stevenson Street, San Francisco, CA 94103.
- Item IIV: A      Once a month on approximately the 25<sup>th</sup>. Loomis picks up from the Data Center at One Market Plaza, Steuart Tower, Suite 250B, San Francisco, CA 94105, and delivers the warrants two (2) boxes to Reproduction Services, Room 125, 875 Stevenson Street, San Francisco, CA 94103, and one (1) box to the Retirement Systems, Room 3000, 30 Van Ness Avenue, San Francisco, CA 94102.

**Calculation of Charges:**

**Monthly Charge**

Daily pickup at Data Center @ 1 Market Plaza (OMP) and delivery to Controllers, Rm. 396 @ City Hall. (Controller's checks)	\$ 620.00
Daily pickup at Controllers, Rm. 396, City Hall and delivery to Reproduction Services, Rm. 125, 875 Stevenson. (Controller's checks)	\$ 790.00
Two pickups per month, every other Friday, pickup at Data Center @ 1 Market Plaza (OMP), delivery to Reproduction Services, Rm. 125, 875 Stevenson (PPSD checks). (Every six months, an additional \$85.00 charge)	\$ 170.00
One pickup per month (date and time to be specified by City) at Data Center @ 1 Market Plaza (OMP), delivery to Reproduction Services, Rm. 125, 875 Stevenson. (Retirement checks)	\$ 85.00
Two pickups per month (2nd and 4th Fridays) Data Center @ 1 Market Plaza (OMP), delivery to Reproduction Services, Rm. 125, 875 Stevenson. (DHS checks)	\$ 170.00
<b>Total</b>	<b>\$1,835.00</b>

The City may from time to time require extra calls. The base rate is \$85.00 per trip.

**51. First Source Hiring Program**

**a. Incorporation of Administrative Code Provisions by Reference**

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

**b. First Source Hiring Agreement**

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

- (1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs may be certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.
- (2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.
- (3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged

individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

- (4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.
- (5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.
- (6) Set the term of the requirements.
- (7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.
- (8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.
- (9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

**c. Hiring Decisions**

Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

**d. Exceptions**

Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

**e. Liquidated Damages**

Contractor agrees:

- (1) To be liable to the City for liquidated damages as provided in this section;
- (2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;
- (3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.
- (4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;
- (5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:
  - A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and
  - B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom

the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

- (6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and
- (7) That in the event the City is the prevailing party in a civil action to recover liquidated damages for breach of a contract provision required by this Chapter, the contractor will be liable for the City's costs and reasonable attorneys fees.

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.

**53 MINIMUM COMPENSATION ORDINANCE ("MCO")**

- a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at:

[http://www.sfgov.org/site/olse\\_index.asp?id=27459](http://www.sfgov.org/site/olse_index.asp?id=27459)

A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

- b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. The required wage is posted on the Web at:

[http://www.sfgov.org/site/olse\\_index.asp?id=27459](http://www.sfgov.org/site/olse_index.asp?id=27459)

Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

- c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.
- d. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.
- e. The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor.
- f. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.
- g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.
- h. 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.
- i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement

that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

**63. PURPOSE**

The purpose of this contract is to provide Armored Security Transportation Services for the **City and County of San Francisco and especially** the Department of Public Health of the City and County of San Francisco.

**65. SCOPE OF SERVICES TO BE PERFORMED**

A. "Contractor is required to pick up cash from multiple City locations to be delivered to San Francisco General Hospital (SFGH) in tamper-proof bags with signed receipts. Service Days exceptions will be City and/or Bank Holidays. Service hours are from 9:00 AM to 4:00 PM. Estimated value of weekly cash deliveries from the Clinics to SFGH is between \$500 and \$3,000. Locations are listed below. New locations and additional days of service to existing locations may be added later with 30 days notice to contractor.

Contractor will endeavor to complete daily cash deliveries to the SFGH-Cashier's Office at 1001 Potrero Avenue, Room 1B3, by 4:00 PM. In extraordinary circumstances and with sufficient advance notice to the SFGH-Cashier's Office (Phone Number (415) 206-5146), deliveries not completed in the same day shall be completed no later than 9:00 AM the following day."

<u>Service Locations</u>	<u>Service Days</u>
Castro Mission Health Center 3850 17 <sup>th</sup> Street San Francisco, CA 94114	Tuesday
Maxine Hall Health Center 1301 Pierce Street San Francisco, CA 94115	Tuesday
Silver Avenue Family Health Center 1525 Silver Avenue San Francisco, CA 94134	Tuesday
Chinatown Health Center 1490 Mason Street San Francisco, CA 94114	Wednesday
Ocean Park Health Center 1351 24 <sup>th</sup> Avenue San Francisco, CA 94122	Wednesday
City Clinic 356 7 <sup>th</sup> Street San Francisco, CA 94103	Wednesday



- A. "Pick up cash from SFGH cashier at 1001 Potrero Avenue, San Francisco, CA 94110 and deliver to Bank of America, 1455 Market Street, San Francisco, CA 94103 no earlier than 11:30 AM and no later than 4:00 PM on days of service in tamper-proof bags with signed receipts. Estimated value of combined daily checks and cash deliveries from SFGH to the bank may be between \$1,000 and \$10,000. A special delivery of a single check valued between \$1,000,000 and \$10,000,000 may be included in this service.

Deliver to SFGH cashier Currency and Change (Bills and Coins) Order Requests from Bank of America, 1455 Market Street, San Francisco, CA 94103 to SFGH, 1001 Potrero Avenue, San Francisco, CA 94110 in tamper-proof bags with signed receipts.

Days of Service

Daily (Mon through Fri)".

**Service Required:**

Contractor shall pick up, received from, and/or deliver to City, or any designated agent, sealed shipments that may contain money (currency and coin), checks, securities, or other valuables. If any shipment container does not appear to be securely locked or sealed, Contractor will not receive said container from the City or its designated agent. When Contractor accepts a sealed container from City for delivery, Contractor will give City a receipt for said sealed container and will transport and deliver such sealed container to the consignee designated by the City. All pickups and deliveries will be Monday through Friday, between the hours of 7:30 a.m. and 3:00 p.m. as shown on the schedule below.

**Loomis provides armored car service for transportation of City and County warrants for Vendors, Retirement and Social Services.**

- Item I:** Monday through Friday between 7:30 AM to 8:30 AM Loomis picks up from the Data Center at One Market Plaza, Steuart Tower, Suite 250B, San Francisco, CA 94105 and delivers the warrants to City Hall, Controllers, Room 396, at 1 Dr. Carlton B. Goodlett Place, San Francisco CA 94102.
- Item II:** Monday through Friday between 2:00 PM to 3:00 PM Loomis picks up the warrants from City Hall, Controllers, Room 396, 1 Dr. Carlton B. Goodlett Place, San Francisco CA 94102, and delivers them to Reproduction Services, Room 125, 875 Stevenson Street, San Francisco, CA 94103.
- Item III:** Twice a month on approximately the 15<sup>th</sup>. and 30<sup>th</sup> Loomis picks up from the Data Center at One Market Plaza, Steuart Tower, Suite 250B, San Francisco, CA 94105, and delivers the warrants to Reproduction Services, Room 125, 875 Stevenson Street, San Francisco, CA 94103.
- Item IIV:** Once a month on approximately the 25<sup>th</sup>. Loomis picks up from the Data Center at One Market Plaza, Steuart Tower, Suite 250B, San Francisco, CA 94105, and delivers the warrants two (2) boxes to Reproduction Services, Room 125, 875 Stevenson Street, San Francisco, CA 94103, and one (1) box to the Retirement Systems, Room 3000, 30 Van Ness Avenue, San Francisco, CA 94102.

Scheduled routes shall be accomplished in a timely consistent manner. The Contractor at his/her sole expense shall correct contractor errors within two (2) working days of notification of such errors by the City. Compliance to these deadlines is essential and any delays on the part of the Contractor will be subject to a penalty of \$100/per day, beyond the normal deadlines as outlined in this bid. Any delay caused by "force majeure", or circumstances beyond the Contractor's control will be exempt from this penalty, provided the Contractor provides the City proof of such a delay.

**68. BIDDER'S / CONTRACTOR'S QUALIFICATIONS**

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

- (1) Bidder's previous experience and ongoing business in Armored Car Services;
- (2) Bidder's current Armored Car Services vehicle operating licenses issued by the State of California Department of the Highway Patrol. See the Internet link listed below for an excerpt of California Code of Regulations; Title 13, Div. 2, Ch. 5, Art. 2 (Armored Cars);
- (3) Evaluation of Bidder's qualifications, to include trained and licensed personnel and equipment to properly and safely perform all services called for under the contract.

B. In order to receive consideration, bidder must have sufficient knowledge and experience in armored vehicle transportation services covered by the contract. Bidders must have a minimum of five (5) years experience in providing services as stated under this contract. Bidder must submit with their bid a minimum of three (3) references of customers requiring similar volume of services as provided in this contract.

Bidders are referred to the below listed International Association of Chiefs of Police (IACP) Internet link for guidelines relating to qualifications, training and licensing for private sector employees engaged in armed security services:

<http://www.theiacp.org/pubinfo/pubs/pslc/pslc6.toc.htm>

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

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

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

- F. Contractor shall be responsible for producing the usage reports required under General Condition 44 of this document. Failure to provide the required reports may result in application of the Contractor's Default clause of this Contract.
- G. City reserves the right to reject any bid on which the information submitted by Bidder fails to satisfy City and/or Bidder is unable to supply the information and documentation within the period of time requested.
- H. City reserves the right to terminate this contract if information requested from and submitted by Contractor fails to satisfy City and/or Contractor is unable to provide the information and/or documentation within the period requested.
- I. Contractor shall be independent and, as such, the hiring, training, equipping, supervising, directing and discharging of their employees shall be the responsibility of the Contractor. The payment of Federal, State, and local taxes and overtime wages shall also be the responsibility of Contractor.
- J. Contractor shall be responsible for the handling of all City and County of San Francisco furnished documents and funds in a safe manner including loss or damage incurred during transport, handling or delivery. Contractor must provide insurance to meet 100% coverage for any claim, loss or related expense while handling, transporting or delivering City monies and records.
- K. **The armored car service has no responsibility to ascertain the contents of the sealed shipment and assumes no liability for any shortage claim within such sealed shipment. The armored car service shall be responsible for shipment from the time courier signs a receipt for accepting the sealed shipment until shipment is delivered to its final destination and another receipt acknowledging same is received.**

**84. Food Service Waste Reduction Requirements**

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

City and County of San Francisco  
Office of Contract Administration  
SFGH Purchasing Division  
1001 Potrero Avenue, Rm. GP-1  
San Francisco, CA. 94110



Received Time Jun. 21. 2008 4:14PM No. 9761

JUN/21/2008/SAT 04:06 PM

# CONTRACT MODIFICATION No. 1

Indefinite Quantity

Loomis Armored US, Inc.  
3200 Regatta Blvd., Bldg. B  
Richmond, CA 94804  
Attn: Celeste De La Rosa

Date June 18, 2008

Contract Proposal No. 86300

Estimated Amount: Indefinite

The City and County of San Francisco does hereby accept your offer to extend the contract, modify the prices 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 Bid Proposal, but only after receipt of order properly certified by the Controller of the City and County of San Francisco.

## ADD ITEMS

For furnishing and delivering Armored Vehicle Transportation Services.

By mutual agreement and in accordance with Special Condition No. 77 - Additional New Items, the contract adds the following Department Public Health locations:

Item 1: Potrero Hill Health Clinic, 1050 Wisconsin St., San Francisco, CA 94107-3328.  
Tuesday Pick-up during business hours.  
Contact Cheryl Denson-Thornton (415) 921-1251

Item 2: Tom Waddell Health Clinic, 101 Grove St.—Rm 118, San Francisco, CA 94102.  
Friday Pick-up during business hours.  
Contact James O'Leary (415) 355-7416

In accordance with Special Condition No. 72 - Price, the price for each service is \$189.00 per month per clinic.

The following condition has been added to contract 86300 (See Attachment A).

84. Food Service Waste Reduction Requirements.

All other conditions remain unchanged.

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

[Signature] 6-18-08  
As the duly appointed Purchaser Date  
of the City and County of San Francisco

### RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor Loomis  
By [Signature] Branch Manager  
Signature Title  
Date 6/20/08

San Francisco General Hospital/Purchasing  
e-mail: [luis.espinosa@sfdph.org](mailto:luis.espinosa@sfdph.org)  
[john.danaher@sfdph.org](mailto:john.danaher@sfdph.org)

1001 Potrero Avenue, Room GP-1

Printed 100% P.C.W Recycled Paper

San Francisco CA 94110  
Tel. (415) 206-6955  
Tel. (415) 206-3139

P. 002

Attachment "A"  
Contract No. 86300  
Contract Modification No. 1  
Armored Vehicle Transportation Services  
June 18, 2008

**84. Food Service Waste Reduction Requirements**

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

Received Time Jun. 21. 2008 4:14PM No. 9761

JUN/21/2008/SAT 04:07 PM

P. 003