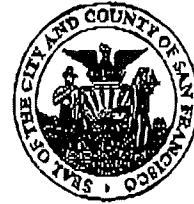


May. 22. 2009 1:08PM

No. 4607 P. 2

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



Contract Modification 3

Fresh Bread, Rolls and Related Items

Sara Lee Fresh Bakery
c/o Kent Franklin, Sales Manager
2445 S. Watney Way
Fairfield, CA 94533

Date: May 21, 2009
Buyer's Name: John Danaher
Term contract: 88722
Type: Indefinite quantity
Not-to-exceed amount: \$1,000,000

The history of this contract and its modifications is as follows:

Modification	Start date	End date	Amount	other changes
Original Contract	02/01/06	01/31/09	\$1,000,000	
1	01/04/07	01/31/09	N/C	Add/Delete Items
2	02/01/09	01/31/10	N/C	Price Increase by 4.6%
3	03/01/09	01/31/10	N/C	Add 1 Item and Change Part No.

This modification No. 3 changes the contract as follows:

- One item is added to the contract:

Item No. 34/Part No. 53174: Sara Lee 100% Whole Wheat Hearty & Delicious - 16 Slice (24oz):
Price Effective April 1st, 2009: \$1.56

- Item No. 11: (Whole Wheat High Fiber Bread), Part Number is changed from 2528 to 1903.

All other terms, rates and conditions remain the same.

Approved by the City:

Naomi Kelly

Naomi Kelly, Director of OCA and Purchaser

5-22-09

Date

Approved by Contractor:

Kent Franklin

Signature

5/24/09

Date

Name and title

KENT FRANKLIN SALES MANAGER

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

Sara Lee Bakery Group
1990 Folsom Street
San Francisco, CA 94110
Attn: Tom Meuser, North Bay Zone Operation Manager

Date February 27, 2009

Contract Proposal No. 88722

Not to Exceed Amount: \$ 440,000

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

Contract Extension & Price Increase

For furnishing and delivering **Fresh Bread, Roll & Related Items.**

By mutual agreement, the contract is extending an additional **twelve (12)** months for the term **February 1, 2009** through **January 31, 2010.**

By mutual agreement, prices have increased in accordance with Special Condition No. **81 (B)**, Contract Price Adjustment, Effective **February 1, 2009.** (See "Attachment A".)

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.

Ben Jones 3-3-09
As the duly appointed Purchaser Date
of the City and County of San Francisco

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor Sara Lee Bakery Group
By Kent Frank Sales Manager
Signature Title
Date 3/5/09

Attachment A
 Contract 88722
 Contract Modification No. 2
 Fresh Bread, Rolls & Related Items
 February 27, 2009

Item No.	Part No.	Description	Size	Current Prices	Prices Effective 2/01/09
1	2595	Earthgrains Jewish Rye Oval Loaf	32oz	\$2.10	\$2.20
2	1979	Earthgrains Jewish Rye Oval Loaf	16oz	\$1.26	\$1.32
4	1966	Earthgrains Russian Rye Oval Loaf	16oz	\$1.54	\$1.61
5	64	Rainbo White Round Top Bread	24oz	\$0.95	\$0.99
6	363	Texas Toast White Loaf	24oz	\$1.26	\$1.32
7	2702	White Sandwich Loaf	24oz	\$1.35	\$1.41
8	53174	Wide Pan 100% Whole Wheat Bread	24oz	\$1.49	\$1.56
9	2668	Wheat Sandwich Bread	24oz	\$0.95	\$0.99
11	2528	Whole Wheat High Fiber Bread	20oz	\$0.99	\$1.04
12	683	Sun Maid Raisin Bread	16oz	\$1.42	\$1.49
15	1985	Earthgrains Sliced Sour French Bread	16oz	\$1.29	\$1.35
15	1992	Earthgrains Sliced Sweet French Bread	16oz	\$1.29	\$1.35
16	52069	Sara Lee Garlic Stick French Bread	10oz	\$1.26	\$1.32
17	53082	Sara Lee Steak Rolls	12pk	\$1.66	\$1.74
19	2050	Earthgrains Sweet Steak Rolls	6pk	\$1.18	\$1.23
20	2049	Earthgrains Sour Steak Rolls	6pk	\$1.18	\$1.23
21	5507	Sara Lee White Dinner Rolls	12pk	\$1.25	\$1.31
26	1435	4 1/2" Kaiser Dust Hamburger Buns	16pk	\$1.83	\$1.91
26	1195	4" Sliced Hamburger Buns	12pk	\$1.10	\$1.15
27	1436	4 1/2" Sesame Seed Hamburger Buns	16pk	\$1.49	\$1.56
28	3408	6" White Hot Dog Buns	12pk	\$1.10	\$1.15
29	57112	Old Home English Muffins	6pk	\$1.16	\$1.21
30	51265	Sara Lee Sliced Plain Bagels	6pk	\$1.54	\$1.61
32	5507	Sara Lee Whole Grain White Rolls	12pk	\$1.25	\$1.31
33	5510	Sara Lee Wheat Dinner Rolls	12pk	\$1.25	\$1.31

Oct. 23. 2007 12:56PM

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. 1

Indefinite Quantity

Sara Lee Bakery Group
1261 Travis Boulevard
Fairfield, CA 94533
Attn: Chris Castro, Zone Vice President

Date October 4, 2007

Contract Proposal No. 88722

Estimated Amount Indefinite

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

ADD/DELETE ITEMS

For furnishing and delivering Fresh Bread, Rolls & Related Items.

By mutual agreement the following changes will become effective April 20, 2007.
Prices of Items added to the contract are to remain firm for a minimum of twelve (12) months from date of the contract modification.

In accordance with Special Condition No. 77 - Additional New Items, and Special Condition No. 80 - Price, the following items have been added to Contract No. 88722: (See Attachment A.)
In accordance with Special Condition No. 85 - Award Items have been deleted (See Attachment A)

In addition, the following requirement has been added to the Conditions to Contract 88722. (See Attachment B).

- 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.

Bill Jones 10-4-07
 As the duly appointed Purchaser Date
 of the City and County of San Francisco

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor SARA LEE BAKERY GROUP
 By Thomas J. Moran ZONE BUSINESS MANAGER
 Signature Title

ADD ITEMS

The following items have been **added** to this contract:

Item No.	Part No.—Description	Est. Annual Quantity	Prices Effective 4/16/07
32.	Sara Lee No. 463—Dinner Roll, Whole Grain <u>White</u> , 12/pkg.	2,000 pkgs.	\$ 1.25/package
33.	Sara Lee No. 5510—Dinner Roll, Whole Grain <u>Wheat</u> , 12/pkg.	2,000 pkgs.	\$ 1.25/package

DELETE ITEMS

The following items have been **deleted** from this contract:

Item No.	Part No.—Description	Est. Annual Quantity	Prices Effective 4/16/07
3.	Sara Lee—Rye, Dark, 32 oz. (Oval, 12 usable slices/loaf)	260 loaves	\$ 1.54/loaf
10.	Sara Lee No. 99392—Wheat, Split Top, 24 oz. ea.	100 loaves	\$ 1.26/loaf
14.	Sara Lee No. 271—Seven Grain, 24 oz. ea.	2,080 loaves	\$ 1.49/loaf
18.	Sara Lee No. 3984—French Roll, Soft, 1 oz./rl., 12/pkg.	550 pkgs.	\$ 1.32/package
23.	Sara Lee No. 53083—Dinner Roll, Sourdough, 10/pkg.	100 pkgs.	\$ 1.18/package
24.	Sara Lee No. 3830—Dinner Roll, Square, 24/pkg.	1,800 pkgs.	\$ 2.25/package
25.	Sara Lee No. 2072—Onion Roll, 20.48 oz./pkg., 12/pkg.	100 pkgs.	\$ 2.07/package

91. 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 AWARD

Indefinite Quantity

Sara Lee Bakery Group
1261 Travis Blvd.
Fairfield, CA 94533
Attn: Jessica Hickel

Date February 2, 2006

Contract Proposal No. 88722

Estimated Amount: Indefinite

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

For furnishing and delivering **Fresh Bread, Rolls & Related Items.**

For the term **February 1, 2006 through January 31, 2009.**

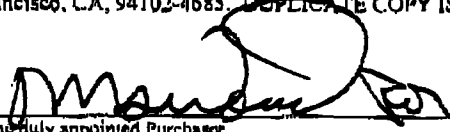

Items: 1 through 12, 14 through 30.

Payment Terms: **Net 30 Days**

In addition, the following requirement has been added to the general conditions of this contract:

- **Graffiti Removal.**

Acknowledge receipt and acceptance of this Contract Award 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

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor Sara Lee
 By Jessica Hickel Z.B.M.
 Signature Title
 Date 2-2-2006

February 1, 2006
 Contract Award: 88722
 Addendum

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.