

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 5

### Bulk Liquid Oxygen, Therapy (SFGH)

<b>Matheson Tri-Gas, Inc.</b>	Date:	May 4, 2009
c/o Richard Neimer, West Region Sales Manager	Buyer's Name:	John Danaher
2455 Antrim Irish Drive	Term contract:	61604
Henderson, NV 89044	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	04/01/05	03/31/08	\$1,000,000	
1	04/01/08	06/30/08	N/C	Extended
2	07/01/08	09/30/08	N/C	Extended
3	10/01/08	12/31/08	N/C	Extended
4	01/01/09	03/31/09	N/C	Extended
5.	04/01/09	12/31/09	N/C	Extended

This modification 5 changes the contract as follows:

It extends the contract from April 1, 2009 to December 31, 2009. Base Rate per cu. ft. remains unchanged.

All other terms, rates and conditions remain the same.

Approved by the City:	<u><i>Ben Jones</i></u>	<u>5-5-09</u>
	Naomi Kelly, Director of OCA and Purchaser	Date
Approved by Contractor:	<u><i>Richard Neimer</i></u>	<u>5-6-09</u>
	Signature	Date
Name and title	<u><i>Richard Neimer, Bulk Regional Manager</i></u>	

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# CONTRACT MODIFICATION NO. 4

Indefinite Quantity

Matheson Tri-Gas  
2455 Antrin Irish Drive  
Henderson, NV 89044  
Attn: Mike Tobin

Date December 23, 2008

Contract Proposal No. 61604

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.

## CONTRACT EXTENSION

For furnishing and delivering Liquid Oxygen to Francisco General Hospital.

By mutual agreement the contract is extended an additional three (3) months for the term January 1, 2009 through March 31, 2009.

All other terms and conditions remain the same.

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.

*Ben Jones* 12-26-08  
As the duly appointed Purchaser Date  
of the City and County of San Francisco

### RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor Mike Tobin - Matheson Tri-Gas  
By *Mike Tobin* - SALES  
Signature Title  
Date 12/30/08

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



# CONTRACT MODIFICATION NO. 3

Indefinite Quantity

Matheson Tri-Gas  
2455 Antrin Irish Drive  
Henderson, NV 89044  
Attn: Mike Tobin

Date October 6, 2008

Contract Proposal No. 61604

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.

## CONTRACT EXTENSION

For furnishing and delivering Liquid Oxygen to Francisco General Hospital.

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

All other terms and conditions remain the same.

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]* 10-6-08  
As the duly appointed Purchaser Date  
of the City and County of San Francisco

### RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor MATHESON Tri GAS  
By *[Signature]* Sales  
Signature Title  
Date 10/8/08

City and County of San Francisco  
Office of Contract Administration  
Purchasing  
1 Dr. Carlton B. Goodlett Place, Room 430  
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# CONTRACT MODIFICATION NO. 2

Indefinite Quantity

**Matheson Tri-Gas**  
2455 Antrin Irish Drive  
Henderson, NV 89044  
Attn: Mike Tobin

Date: July 30, 2008

Contract Proposal No: 61604

Estimated Amount: Indefinite

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

## CONTRACT EXTENSION

For furnishing and delivering **Liquid Oxygen to San Francisco General Hospital.**

By mutual agreement, the contract is extended an additional three (3) 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.

*Beth O'Donnell* 7-31-08  
As the duly appointed Purchaser of the City and County of San Francisco Date

### RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor Matheson Tri-Gas Inc.  
By *Mike Tobin* Sales  
Signature Title  
Date August 1, 2008

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

**Matheson Tri-Gas**  
2455 Antrin Irish Drive  
Henderson, NV 89044  
Attn: Rick Niner, Western Regional Sales Manager-CA

Date March 25, 2008

Contract Proposal No. 61604

Estimated Amount: Indefinite

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

## CONTRACT EXTENSION

For furnishing and delivering **Bulk Liquid Oxygen to San Francisco General Hospital.**

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

The following conditions have been added and replaced to Contract 81604. (See Attachment "A")

- 82. Food Service Waste Reduction Requirements -(Adding language to contract)
- 83. Contract Product/Service Quality Report -(Replacing existing language)
- 84. Nondisclosure of Private Information- (Replacing existing language)
- 85. Graffiti Removal -(Adding language to contract)

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* 4-1-08  
 As the duly appointed Purchaser Date  
 of the City and County of San Francisco

### RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor Matheson Tri-Gas  
 By *[Signature]* Bulk Sales Manager  
 Signature Title  
 Date 4/21/08

**82. 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.

**83. 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.

**84. PROTECTION PRIVATE INFORMATION**

Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

**85. 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.

