

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 4

## Janitorial and Recycling Services, Monster Park

Costless Maintenance Services Co, Inc.  
Norma Edar, CMSC, CFO  
3254 19<sup>th</sup> Street  
San Francisco, CA 94110-1917  
www.costlessmaintenance.com

Date: 07-20-09  
Buyer Name: Darlene Frohm  
Term contract: 83717  
Type: Indefinite quantity  
Not-to-exceed amount: \$3,000,000

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

Modification	Start date	End date	Amount	Other changes
Original contract	09-01-03	08-31-06	\$3,000,000	
1	09-01--06	02-28-07	n/c	2.45% increase due to Prevailing Wage clauses added
2	03-01-07	02-29-08	n/c	2.7663% Increase due to Prevailing Wage
3	03-01-08	02/28/10	n/o	
4			n/c	4.5060% increase due to Prevailing Wage

This modification 4 changes the contract as follows:

The following conditions has been add from the contract: See Attachment A

All other terms and conditions remain the same.

Approved by the City:

*Naomi Kelly*  
Naomi Kelly, Director of OCA and Purchaser

7-24-09  
Date

Approved by Contractor:

*Norma P. Edar*  
Signature

7-24-09  
Date

Name and title

NORMA P. EDAR, CFO

Sign and return one original. The duplicate original is for your files.

P-280 (2-09-09)

**OLD PRICES**

Items	Cleaning Cost/Event	Total Recycling Cost Per Event	Total Cleaning Cost
1.	\$ <u>17,061.26</u>	\$ <u>1,526.08</u>	\$ <u>18,587.34</u>
2.	\$ <u>17,751.85</u>	\$ <u>1,666.87</u>	\$ <u>19,418.72</u>
3.	\$ <u>19,885.28</u>	\$ <u>1,947.42</u>	\$ <u>21,832.70</u>
4.	\$ <u>21,846.06</u>	\$ <u>2,395.48</u>	\$ <u>24,241.54</u>
5.	\$ <u>24,888.97</u>	\$ <u>2,679.12</u>	\$ <u>27,568.09</u>
6.	\$ <u>28,523.81</u>	\$ <u>3,312.16</u>	\$ <u>63,671.94</u>
7.	\$ <u>30,404.44</u>	\$ <u>3,579.35</u>	\$ <u>339,839.88</u>

**Total Cleaning Cost for Line Items 1-7 \$ 515,159.21**

**NEW PRICES**

Items	Cleaning Cost/Event	Total Recycling Cost Per Event	Total Cleaning Cost
1.	\$ <u>17,830.04</u>	\$ <u>1,594.85</u>	\$ <u>19,424.89</u>
2.	\$ <u>18,551.75</u>	\$ <u>1,741.98</u>	\$ <u>20,293.73</u>
3.	\$ <u>20,781.31</u>	\$ <u>2,035.17</u>	\$ <u>22,816.48</u>
4.	\$ <u>22,830.44</u>	\$ <u>2,503.42</u>	\$ <u>25,328.86</u>
5.	\$ <u>26,010.47</u>	\$ <u>2,799.84</u>	\$ <u>28,810.31</u>
6.	\$ <u>29,809.09</u>	\$ <u>3,461.41</u>	\$ <u>66,541.00</u>
7.	\$ <u>31,774.46</u>	\$ <u>3,740.64</u>	\$ <u>355,151.00</u>

**Total Cleaning Cost for Line Items 1-7 \$ 538,366.26**

**OLD PRICES**

Item	Description of Req. Cleaning Duties	Cleaning Cost/Event	Total Cleaning Cost
8.	Complete cleaning of all Luxury Boxes, Luxury Box Concourses and Luxury Box Restrooms	\$ <u>7,175.14</u>	\$ <u>86,095.72</u>
9.	Strip and Polish Press Box floors	\$ <u>907.43</u>	\$ <u>1,814.85</u>
10.	Shampoo all Luxury Carpets	\$ <u>1,744.97</u>	\$ <u>6,979.89</u>
11.	Clean and maintain Gate Areas	\$ <u>1,346.24</u>	\$ <u>16,154.86</u>
12.	Clean and maintain all areas outside main Stadium area, excluding main parking area, for Pre and Post Events	\$ <u>771.77</u>	\$ <u>9,261.30</u>
Total Cleaning Cost for Line Items 8 – 12			\$ <u>120,306.62</u>

Flat Rate

RATE FOR JANITORIAL SERVICES FOR EMERGENCY AND OTHER SERVICES (PER HOUR) \$ 25.60

COMBINED TOTAL CLEANING COST OF ITEM 1-12 \$ 635,465.83

**NEW PRICES**

Item	Description of Req. Cleaning Duties	Cleaning Cost/Event	Total Cleaning Cost
8.	Complete cleaning of all Luxury Boxes, Luxury Box Concourses and Luxury Box Restrooms	\$ <u>7,498.45</u>	\$ <u>89,981.42</u>
9.	Strip and Polish Press Box floors	\$ <u>948.32</u>	\$ <u>1,896.64</u>
10.	Shampoo all Luxury Carpets	\$ <u>1,823.60</u>	\$ <u>7,294.39</u>
11.	Clean and maintain Gate Areas	\$ <u>1,406.90</u>	\$ <u>16,882.82</u>
12.	Clean and maintain all areas outside main Stadium area, excluding main parking area, for Pre and Post Events	\$ <u>806.55</u>	\$ <u>9,678.55</u>
Total Cleaning Cost for Line Items 8 – 12			\$ <u>125,733.82</u>

Flat Rate

RATE FOR JANITORIAL SERVICES FOR EMERGENCY AND OTHER SERVICES (PER HOUR) \$ 26.75

COMBINED TOTAL CLEANING COST OF ITEM 1-12 \$ 664,100.08

Attachment "A"  
 Contract Modification No.4  
 Contract 83717  
 Janitorial and Recycling Services for Candlestick Park  
 July 20, 2009

<b>Personnel Classification</b>	<b>Old Rate</b>	<b>New Rate 8/1/07</b>	<b>Increase</b>	<b>Total Hours (Season)</b>	<b>Total Amount Increase</b>
Regular	17.050	17.85	0.80	4904	\$ 3,923.20
Supplemental	13.570	14.19	0.62	24475	\$ 15,174.50
Supplemental-New Hire Projection	11.835	12.37	0.53	2608	\$ 1,382.24
Total Amount of Increase				31987	<b><u>\$ 20,479.94</u></b>
Payroll Tax	16.70%				\$ 3,420.15
Worker's Comp.	15.50%				\$ 3,174.39
Health & Welfare (Prior year 2 regular qualified)	764	893.98	129.98		\$ 1,559.76
		Total Amount			<b><u>\$28,634.24</u></b>
Current Contract (Expired 8/31/06)		\$ 635.466			
Increase Based on Labor Cost		\$ 28,634			
Total Amount		<b><u>\$ 664,100</u></b>		4.5060% increase	

Please Note:

No Rate increased from March 1, 2008 to February 28, 2009  
 The new prevailing wage rate was only ratified in November 24, 2008, retro to October 25, 2008  
 And was released in February of 2009.  
 CMSC did not have any increase during 2008 Season – Mar. 1, 2008 to Feb. 29, 2009.

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. 3

Indefinite Quantity

Costless Maintenance Services Co. Inc.  
3254 19<sup>th</sup> Street  
San Francisco CA 94110  
Attn: Ms. Norma Edar

Date March 18, 2008

Contract Proposal No. 83717

Estimated Amount: Indefinite

The City and County of San Francisco does hereby accept your offer to extend the contract and furnish the Services indicated below. Such Services are to be delivered in the manner and the form and at the times and prices set forth in the above considered 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 Janitorial & Recycling Services, Candlestick Park

By mutual agreement, the contract is extended an additional twenty-four (24) months for the term March 1, 2008 through February 28, 2010

The following conditions have been added to Contract 83717 (See Attachment "A").

- Food Service Waste Reduction Requirement

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* 3-28-08  
As the duly appointed Purchaser of the City and County of San Francisco Date

### RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor Costless Maintenance Service Co Inc dba: CMSC  
 By *Norma Edar* CEO  
Signature Title  
 Date: \_\_\_\_\_

*I accept this offer contingent on a price increase when the Bargaining agreement is settled and wages and benefit are determined*

### **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  
Purchasing  
1 Dr. Carlton B. Goodlett Place, Room 430  
San Francisco, CA 94102 - 4685



# CONTRACT MODIFICATION NO. 2

Indefinite Quantity

**Costless Maintenance Services Co. Inc.**  
3254 19<sup>th</sup> Street  
San Francisco CA 94110  
Attn: Ms. Norma Edar

Date March 27, 2007  
Contract Proposal No. 83717  
Estimated Amount: Indefinite

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

## CONTRACT EXTENSION/PRICE INCREASE

For furnishing and delivering Janitorial & Recycling Services, Candlestick Park

By mutual agreement, the contract is extended an additional **twelve (12) months** for the term **March 1, 2007 through February 29, 2008.**

By mutual agreement, prices have increased in accordance with General Condition No. 53, Effective **August 1, 2007 through February 29, 2008** an increase of **2.7663%** will be allowed on all items (See Attachment "A"). Price increased is based on Prevailing Rate of Wages. (See Attachment "B").

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.

*[Signature]* 4-13-07  
As the duly appointed Purchaser Date  
of the City and County of San Francisco

### RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor COSTLESS MAINTENANCE SERVICES CO, Inc  
By *[Signature]* CFO  
Signature Title  
Date 4-16-07

Attachment "A"  
 Contract Modification No.2  
 Contract 83717  
 Janitorial and Recycling Services for Candlestick Park  
 March 27, 2007

### OLD PRICES

Items	Cleaning Cost/Event	Total Recycling Cost Per Event	Total Cleaning Cost
1.	\$ <u>16,602</u>	\$ <u>1,485</u>	\$ <u>18,087</u>
2.	\$ <u>17,274</u>	\$ <u>1,622</u>	\$ <u>18,896</u>
3.	\$ <u>19,350</u>	\$ <u>1,895</u>	\$ <u>21,245</u>
4.	\$ <u>21,258</u>	\$ <u>2,331</u>	\$ <u>23,589</u>
5.	\$ <u>24,219</u>	\$ <u>2,607</u>	\$ <u>26,827</u>
6.	\$ <u>27,756</u>	\$ <u>3,223</u>	\$ <u>61,957</u>
7.	\$ <u>29,586</u>	\$ <u>3,483</u>	\$ <u>330,692</u>

**Total Cleaning Cost for Line Items 1-7 \$ 501,293**

### New PRICES

Items	Cleaning Cost/Event	Total Recycling Cost Per Event	Total Cleaning Cost
1.	\$ <u>17,061.26</u>	\$ <u>1,526.08</u>	\$ <u>18,587.34</u>
2.	\$ <u>17,751.85</u>	\$ <u>1,666.87</u>	\$ <u>19,418.72</u>
3.	\$ <u>19,865.28</u>	\$ <u>1,947.42</u>	\$ <u>21,832.70</u>
4.	\$ <u>21,846.06</u>	\$ <u>2,395.48</u>	\$ <u>24,241.54</u>
5.	\$ <u>24,888.87</u>	\$ <u>2,679.12</u>	\$ <u>27,568.09</u>
6.	\$ <u>28,523.81</u>	\$ <u>3,312.18</u>	\$ <u>63,671.94</u>
7.	\$ <u>30,404.44</u>	\$ <u>3,579.35</u>	\$ <u>339,838.88</u>

**Total Cleaning Cost for Line Items 1-7 \$ 515,159.21**



Attachment "A"  
 Contract Modification No.2  
 Contract 83717  
 Janitorial and Recycling Services for Candlestick Park  
 March 27, 2007

**OLD PRICES**

Item	Description of Req. Cleaning Duties	Cleaning Cost/Event	Total Cleaning Cost
8.	Complete cleaning of all Luxury Boxes, Luxury Box Concourses and Luxury Box Restrooms	\$ <u>6,982</u>	\$ <u>83,778</u>
9.	Strip and Polish Press Box floors	\$ <u>883</u>	\$ <u>1,786</u>
10.	Shampoo all Luxury Carpets	\$ <u>1,698</u>	\$ <u>6,792</u>
11.	Clean and maintain Gate Areas	\$ <u>1,310</u>	\$ <u>15,719</u>
12.	Clean and maintain all areas outside main Stadium area, excluding main parking area, for Pre and Post Events	\$ <u>751</u>	\$ <u>9,011</u>
<b>Total Cleaning Cost for Line Items 8 - 12</b>			<b>\$ <u>117,066</u></b>

**NEW PRICES**

Item	Description of Req. Cleaning Duties	Cleaning Cost/Event	Total Cleaning Cost
8.	Complete cleaning of all Luxury Boxes, Luxury Box Concourses and Luxury Box Restrooms	\$ <u>7,175.14</u>	\$ <u>86,095.72</u>
9.	Strip and Polish Press Box floors	\$ <u>907.43</u>	\$ <u>1,814.85</u>
10.	Shampoo all Luxury Carpets	\$ <u>1,744.97</u>	\$ <u>6,979.89</u>
11.	Clean and maintain Gate Areas	\$ <u>1,348.24</u>	\$ <u>16,154.86</u>
12.	Clean and maintain all areas outside main Stadium area, excluding main parking area, for Pre and Post Events	\$ <u>771.77</u>	\$ <u>9,261.30</u>
<b>Total Cleaning Cost for Line Items 8 - 12 S</b>			<b><u>120,306.62</u></b>

Flat Rate

RATE FOR JANITORIAL SERVICES FOR EMERGENCY AND OTHER SERVICES (PER HOUR) \$ 25.60  
 COMBINED TOTAL CLEANING COST OF ITEM 1-12 \$ 635,465.83

Attachment "B"  
 Contract Modification No.2  
 Contract 83717  
 Janitorial and Recycling Services for Candlestick Park  
 March 27, 2007

**Rate Increase - Prevailing Wage  
 Effective August 1, 2007**

Personnel Classification	Old Rate	New Rate 8/1/07	Increase	Total Hours (Season)	Total Amount Increase
Regular	16.550	17.050	0.50	4904	\$ 2,452.00
Supplemental	13.17	13.57	0.40	23475	\$ 9,390.00
Supplemental-New Hire Projection	11.485	11.835	.35	2608	912.80
<b>Total Amount of Increase</b>					<b>\$ 12,754.80</b>
Payroll Tax	13.80%				\$ 1,760.16
Worker's Comp.	14.01%				\$ 1,786.95
Health & Welfare (Prior year 2 regular qualified)	697	764	67		\$ 304.00
		<b>Total Amount</b>			<b>\$ 17,106.91</b>
Current Contract (Expired 8/31/06)		\$ 618,360			
Increase Based on Labor Cos:		\$ 17,106			
Total Amount		<u>\$ 635,466</u>		2.7663% increase	

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

**Costless Maintenance Services Co. Inc.**  
3254 19<sup>th</sup> Street  
San Francisco CA 94110  
Attn: Ms. Norma Edar

Date September 13, 2006

Contract Proposal No. 83717

Estimated Amount: Indefinite

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

## CONTRACT EXTENSION/PRICE INCREASE

For furnishing and delivering **Janitorial & Recycling Services, Candlestick Park**

By mutual agreement, the contract is extended an additional six (6) months for the term **September 1, 2006 through February 28, 2007.**

By mutual agreement, prices have increased in accordance with General Condition No. 53, Effective **September 1, 2006** an increase of 2.46% will be allowed on all items (See Attachment "A"). Price increased is based on Prevailing Rate of Wages. (See Attachment "B").

The following conditions have been added to Contract 83717 (See Attachment "C").

- 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.

*[Signature]* 10-11-06  
 As the duly appointed Purchaser Date  
 of the City and County of San Francisco

### RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor COSTLESS MAINTENANCE SERVICES CO., INC.  
 By *[Signature]* CEO  
 Signature Title  
 Date 10-11-06

**OLD PRICES**

Items	Cleaning Cost/Event	Total Recycling Cost Per Event	Total Cleaning Cost
1.	\$ <u>16,585</u>	\$ <u>1,478</u>	\$ <u>18,063</u>
2.	\$ <u>17,268</u>	\$ <u>1,614</u>	\$ <u>18,882</u>
3.	\$ <u>19,314</u>	\$ <u>1,887</u>	\$ <u>21,201</u>
4.	\$ <u>21,179</u>	\$ <u>2,296</u>	\$ <u>23,475</u>
5.	\$ <u>23,907</u>	\$ <u>2,569</u>	\$ <u>26,476</u>
6.	\$ <u>26,287</u>	\$ <u>3,115</u>	\$ <u>58,804</u>
7.	\$ <u>28,909</u>	\$ <u>3,388</u>	\$ <u>322,970</u>

**Total Cleaning Cost for Line Items 1-7 \$ 489,871**

**NEW PRICES**

Items	Cleaning Cost/Event	Total Recycling Cost Per Event	Total Cleaning Cost
1.	\$ <u>16,602</u>	\$ <u>1,485</u>	\$ <u>18,087</u>
2.	\$ <u>17,274</u>	\$ <u>1,622</u>	\$ <u>18,896</u>
3.	\$ <u>19,350</u>	\$ <u>1,895</u>	\$ <u>21,245</u>
4.	\$ <u>21,258</u>	\$ <u>2,331</u>	\$ <u>23,589</u>
5.	\$ <u>24,219</u>	\$ <u>2,607</u>	\$ <u>26,827</u>
6.	\$ <u>27,756</u>	\$ <u>3,223</u>	\$ <u>61,957</u>
7.	\$ <u>29,586</u>	\$ <u>3,483</u>	\$ <u>330,692</u>

**Total Cleaning Cost for Line Items 1-7 \$ 501,293**

**OLD PRICES**

Item	Description of Req. Cleaning Duties	Cleaning Cost/Event	Total Cleaning Cost
8.	Complete cleaning of all Luxury Boxes, Luxury Box Concourses and Luxury Box Restrooms	\$ <u>6,785</u>	\$ <u>81,420</u>
9.	Strip and Polish Press Box floors	\$ <u>858</u>	\$ <u>1,716</u>
10.	Shampoo all Luxury Carpets	\$ <u>1,617</u>	\$ <u>6,468</u>
11.	Clean and maintain Gate Areas	\$ <u>1,278</u>	\$ <u>15,336</u>
12.	Clean and maintain all areas outside main Stadium area, excluding main parking area, for Pre and Post Events	\$ <u>725</u>	\$ <u>8,700</u>
<b>Total Cleaning Cost for Line Items 8 – 12 \$</b>			<b><u>113,640</u></b>

**NEW PRICES**

Item	Description of Req. Cleaning Duties	Cleaning Cost/Event	Total Cleaning Cost
8.	Complete cleaning of all Luxury Boxes, Luxury Box Concourses and Luxury Box Restrooms	\$ <u>6,982</u>	\$ <u>83,778</u>
9.	Strip and Polish Press Box floors	\$ <u>883</u>	\$ <u>1,766</u>
10.	Shampoo all Luxury Carpets	\$ <u>1,698</u>	\$ <u>6,792</u>
11.	Clean and maintain Gate Areas	\$ <u>1,310</u>	\$ <u>15,719</u>
12.	Clean and maintain all areas outside main Stadium area, excluding main parking area, for Pre and Post Events	\$ <u>751</u>	\$ <u>9,011</u>
<b>Total Cleaning Cost for Line Items 8 – 12 \$</b>			<b><u>117,066</u></b>

Flat Rate  
 RATE FOR JANITORIAL SERVICES FOR EMERGENCY AND OTHER SERVICES (PER HOUR) \$ 25.00

COMBINED TOTAL CLEANING COST OF ITEM 1-12 \$ **618,360**

**Rate Increase – Prevailing Wage  
 Effective August 1, 2006**

<b>Personnel Classification</b>	<b>Old Rate</b>	<b>New Rate 8/1/06</b>	<b>Increase</b>	<b>Total Hours (Season)</b>	<b>Total Amount Increase</b>
Regular	16.150	16.550	0.40	4904	\$ 1,961.60
Supplemental	12.850	13.17	0.32	26083	\$ 8,346.56
<b>Total Amount of Increase</b>					<b><u>\$ 10,308.16</u></b>
Payroll Tax	13.80%				\$ 1,422.53
Worker's Comp.	14.01%				\$ 1,444.17
Health & Welfare (Prior year 2 regular qualified)	557.5	697	139.5		\$ 1,674.00
		<b>Total Amount</b>			<b><u>\$ 14,848.86</u></b>
Current Contract (Expired 8/31/06)		\$ 603,511			
Increase Based on Labor Cost		\$ 14,849			
<b>Total Amount</b>		<b><u>\$ 618,360</u></b>		<b>2.46 % increase</b>	

## **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**

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.





**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.)

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