



Gavin Newsom
Mayor

Naomi Kelly
Director/Purchaser
Purchasing

October 28, 2009

CONTRACT TERMINATION

Moving Services, Office Furniture & Equipment

Contract No. TC-68613

Vendor: Lynch & Sons Van Storage Co.

Blanket Purchase Order No.: BPSF0003060

TO ALL USER DEPARTMENTS:

Please be advised that Contract 68613, Moving Services, Office Furniture & Equipment have been terminated.

"A new Request for Proposal will be issued by Mike Ward, Supervising Purchaser of the Office of Contract Administration. Until this process is complete and a contract or contracts are awarded", please use Proposition Q ("Prop Q") authority or you may submit a requisition to the Office of Contract/Purchasing Department for processing your moving services needs.

When utilizing "Prop Q" authority, or placing an order for Moving Services, you must include the language in Attachment A.

Please feel free to contact Mike Ward, Supervising Purchaser at 415-554-9870 if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Gloria Lucas-Davis".

Gloria Lucas-Davis
Purchaser

For Moving Services:

Section 21.25-x of the City's Administrative Code ("Section 21.25-x") requires every contract issued by the City and County of San Francisco for Moving Services to be performed at any facility owned or leased by the City and County of San Francisco, where such work is to be done directly under the contract awarded (a "prime contract") must require that any individual performing Moving Services thereunder be paid not less than the Prevailing Rate of Wages, including fringe benefits or the matching equivalents thereof, paid in private employment for similar work in the area in which the contract is being performed, unless Section 21.25-x excludes the contract from the requirement. Capitalized terms in this section that are not defined in this Contract shall have the meaning provided in Section 21.25-x. The provisions of Section 21.25-x are hereby incorporated herein.

Contractor agrees to comply with and be fully bound by, and to require its subcontractors to comply with and be fully bound by the provisions of Section 21.25-x, including without limitation the requirement that all individuals performing Moving Services be paid the Prevailing Rate of Wages, and any penalties for noncompliance or other remedies available to the City.

The City has adopted the wage rate for "Furniture Mover and Related Classifications" as the Prevailing Rate of Wages for individuals performing Moving Services, except that the City has adopted the wage rate for "Modular Furniture Installer" for such individuals disassembling and installing modular office systems furniture pursuant to this Contract. The Prevailing Rate of Wages for each type of service is attached and incorporated herein and are also available from the California Division of Labor Statistics and Research at (415) 703-4774.

The Board of Supervisors shall determine the Prevailing Rate of Wages at least once each year, including but not limited to modifications to the Prevailing Rate of Wages incorporated herein. Contractor shall comply with the most current Prevailing Rate of Wages adopted or to be adopted by the Board of Supervisors. If this Contract conflicts with an existing collective bargaining agreement to which Contractor is a party, the collective bargaining agreement shall prevail, provided that Contractor shall be obligated to make good faith efforts to comply with the requirements of this Contract that do not conflict with the collective bargaining agreement.