

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 2

### Janitorial Paper Products

**H&L International**  
Ivan Lee  
3133 Diablo Avenue  
Hayward, CA 94545  
E-mail: ivanthe@gloveguy@cs.com

Date: 02/09/09  
Buyer Name: John Montenero  
Term contract: 83021  
Type: Indefinite quantity  
Not-to-exceed amount: \$ 1M

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

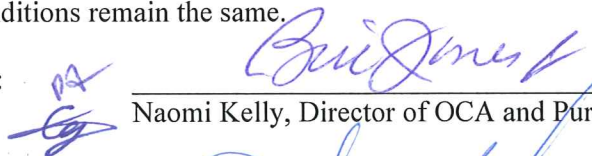
Modification	Start date	End date	Amount	Other changes
Original contract	Original contract	05-01-07	04-30-09	\$1,000,000 -
Modification 01	05-01-08		5% Price Incrs	Add Sec. 89 Food Waste

This modification 6 changes the contract as follows:

It extends the contract from 05/01/2009 to 04/30/2010.

All other terms and conditions remain the same.

Approved by the City:

  
\_\_\_\_\_  
Naomi Kelly, Director of OCA and Purchaser

4-2-09  
\_\_\_\_\_  
Date

Approved by Contractor:

  
\_\_\_\_\_  
Signature

4-7-2009  
\_\_\_\_\_  
Date

Name and title

CONSTANCE L. CHEN, Pres.

Please sign and return one original. The second original is for your records.

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

H & L International  
3130 Diablo  
Hayward, CA 94545  
Attn: Ivan Lee

Date May 19, 2008

Contract Proposal No. 83021

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.

## PRICE INCREASE

For furnishing and delivering Janitorial Paper Products.

By mutual agreement, prices have increased in accordance with Special Condition No. 76, Price; Effective **May 1, 2008** an increase of 5% will be allowed on Items (See Attachment A).

The following Condition has been added to Contract 83021 (See Attachment A).

89. 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.

[Signature] 6-24-08  
As the duly appointed Purchaser of the City and County of San Francisco Date

### RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor H&L International, Inc.  
By [Signature] Acct. Rec.  
Signature Title  
Date 14 JULY 2008

**FAXED**  
JUL 14 2008  
BY: [Signature]

To: Carmen Omran  
FAX 415-554-6717

Attachment A

Contract NO. 83021

Contract Modification No. 1

Janitorial Paper Products

May 19, 2008

## Price Increase

Item No.	Product	Bid Prices	New Prices
29.	Covers, Toilet Seat	\$ 18.29	\$ 19.21
30.	Covers, Toilet Seat	\$ 18.29	\$ 19.21

## 89. 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.

