

Jan. 5. 2010 9:20AM

No. 7716 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 4

Sale of Scrap Metal for Recycling

Sims
Mr. Larry Dillon
Pier 70 Foot of 20th. Street
P.O. Box 410957
San Francisco, CA 94141-0967
info@simsim.com

Date: 12-23-09
Buyer Name: Lynnette Bonard
Term contract: 76614
City Blanket No. BPSF 00003015
Type: Indefinite quantity
Not-to-exceed amount: \$ -0-

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

Modification	Start date	End date	Amount	Other changes
Original contract	10-01-04	09-30-06	\$ -0-	
1	10-01-06	09-30-07		term conditions added
2	10-01-07	09-30-08		term condition added
3	10-01-08	09-30-09		
4	10-01-09	03-31-10		

This modification 4 changes the contract as follows:

It extends the contract from October 1, 2009 TO March 31, 2010.

All other terms and conditions remain the same

Approved by the City:

Naomi Kelly, Director of OCA and Purchaser

12-31-09
Date

Approved by Contractor:

Signature

1-6-09
Date

Name and title

Larry Dillon, Buyer

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

Sims.
Pier 70 Foot of 20th. Street
P.O. Box 410957
San Francisco CA 94141-0957
Attn: Larry Dillon

Date November 3, 2008

Contract Proposal No. 78614

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

For furnishing and delivering Sales of Scrap Metal for Recycling.

By mutual agreement, the contract is extended an additional twelve (12) months for the term October 1, 2008 through September 30, 2009.

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] 12-17-08
Date
DAX is the duly appointed Purchaser
of the City and County of San Francisco

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor Sims Metal Management
By *[Signature]* Buyer
Signature Title
Date 12/22/08

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

Sims.
Pier 70 Foot of 20th. Street
P.O. Box 410957
San Francisco CA 94141-0957
Attn: Christian Nordhausen

Date September 26, 2007

Contract Proposal No. 76614

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 places 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 **Sales of Scrap Metal for Recycling.**

By mutual agreement, the contract is extended an additional **twelve (12) months** for the term **October 1, 2007 through September 30, 2008.**

The following Condition has been added to Contract 76614 (See Attachment "A:").

80. 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.

Brian Jones for 9-27-07
As the duly appointed Purchaser Date
of the City and County of San Francisco

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor Sims Metal
By [Signature] Buyer/Account Rep
Signature Title
Date 9/29/07

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

Sims
Pier 70 Foot of 20th Street
P. O. Box 410957
San Francisco CA 94141-0957
Attn: Christian Nordhausen

Date November 1, 2006

Contract Proposal No. 76614

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

For furnishing and delivering **Sales of Scrape Metal for Recycling.**

By mutual agreement, the contract is extended an additional **twelve (12) months** for the term **October 1, 2006 through September 30, 2007.**

The following Conditions have been added to Contract 76614 (See Attachment "A").

- 76. Cooperative Agreement
- 77. Contract Product / Service Quality Report
- 78. Nondisclosure of Private Information
- 79. 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.

Mr. Bui _____ Date 11-3-06
 As the duly appointed Purchaser of the City and County of San Francisco

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor Sims Hugo Nev
 By *[Signature]* Title Buyer
 Signature _____ Title _____
 Date 11/8/06

Attachment "A"
Contract Modification 1
Sale of Scrape Metal for Recycling
November 1, 2006

76. COOPERATIVE AGREEMENT (Optional Language)

Contractor agrees or does not agree (make a selection by an "X" mark) that during the term of this agreement and any authorized extension, the Director of Purchasing may allow other public agencies or non-profits made up of multiple public agencies to utilize this agreement to obtain some or all of the services and/or commodities to be provided by Contractor under the same terms and conditions as the City, pursuant to a Board of Supervisor Resolution.

77. 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.

78. 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.

Attachment "A"
Contract Modification 1
Sale of Scrape Metal for Recycling
November 1, 2006

- 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.

79. 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.



Gavin Newsom
Mayor

Naomi Kelly
Director/Purchaser

Purchasing

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.)
