

Sep. 22. 2010 7:58AM OSA-OCA CITY HALL

No. 1117 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 2

Propane Gas (Primary)

Ferrellgas
Attn: Scott Sheridan
9765 Dino Drive
Elk Grove, CA 95759

Date: September 17, 2010
Buyer Name: Pamela Olivier
Term contract: 70882
City Blanket No.: BPSF00003607
Type: Indefinite quantity
Not-to-exceed amount: \$ 400,000


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


Modification	Start date	End date	Amount	Other changes
Original contract	09/01/09	08/31/10	\$ 60,000	
1	No Change	No Change	\$ 200,000	No Change
2	No Change	8/31/11	\$ 400,000	Increase dollars/Extend contract 12 months/Update Bid and Contract Conditions 24 & 29

This modification 2 changes the contract as follows:

- Increases the not to exceed amount from \$ 200,000 to \$ 400,000
- Extends the contract from 09/01/10 through 08/31/11
- Update Bid and Contract Conditions 24 and 29 (See Attachment "A")

All other terms and conditions remain the same.

Approved by the City:  Naomi Kelly, Director of OCA and Purchaser 9/21/11
Date

Approved by Contractor:  WARD SUTHERLAND SCGM 9/21/10
Signature Date

Name and title

Sep. 22. 2010 7:58AM GSA-OCA CITY HALL

No. 1117 P. 3

Attachment "A"
Contract 70882
Propane Gas (Primary)
September 17, 2010

Please note the following Bid and Contract Conditions have been updated:

24. Nondiscrimination; Penalties

a. **Contractor Shall Not Discriminate.** In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

b. **Subcontracts.** Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

c. **Nondiscrimination in Benefits.** Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

d. **Condition to Contract.** As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

e. **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

Sep. 22. 2010 7:58AM GSA-OCA CITY HALL

No. 1117 P. 4

Attachment "A"
Contract 70882
Propane Gas (Primary)
September 17, 2010

29. Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at <http://www.municode.com/Library/clientCodePage.aspx?clientID=4201>. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

Feb. 19. 2010 12:09PM

No. 8357 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 1

Propane Gas

Ferrellgas
Attn: Scott Sheridan
9765 Dino Drive
Elk Grove, CA 95759

Date: February 08, 2010
Buyer Name: Howard Tevelson
Term contract: 70882
City Blanket No. BPSF00003607
Type: Indefinite quantity
Not-to-exceed amount: \$ 200,000

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

Modification	Start date	End date	Amount	Other changes
Original contract	09/01/09	08/31/10	\$ 60,000	
1	No Change	No Change	\$ 200,000	No Change

This modification 1 changes the contract as follows:

Increases the not to exceed amount to \$ 200,000

All other terms and conditions remain the same.

Approved by the City: *[Signature]*

[Signature] 2-9-10
Naomi Kelly, Director of OCA and Purchaser Date

Approved by Contractor:

[Signature] 2-19-10
Signature Date

Name and title

SCOTT SHERIDAN, ACCOUNT MANAGER