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 9

Security Guard (Unarmed) Central Shops

McCoy's Patrol Services
Jacqueline R. Coleman
6271 Third Street, Suite A
San Francisco, CA 94124
www.JingleJC@aol.com

Date	06-15-11
Buyer Name:	Deirdre Darley
Term contract	86054
City Blanket No.	BPSF00001845
Type:	Indefinite quantity
Not-to-exceed amount:	$ 1,500,000

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

Modification	Start date	End date	Amount	Other changes
Original contract	01-01-02	12-31-06	$ 1, 500,000	
1	No Change	No Change	No Change	3.2% Increase & terms added
2	01-01-07	07-31-07	No Change	3.2% Increase & terms added
3	08-01-07	02-29-08	No Change	Add items
4	03-01-08	07-31-09	No Change	3.3% Increase & remove Performance Bond
5	08-01-09	10-31-09	No Change	Extend Contract
6	11-01-09	04-30-10	No Change	Extend Contract
7	05-01-10	10-31-10	No Change	Extend Contract
8	11-01-10	06-30-11	No Change	Extend Contract & terms added
9	07-01-11	08-31-11	No Change	Extend Contract

This modification 9 changes the contract as follows:

It extends the contract from July 1, 2011 through August 31, 2011 unless the City awards a new contract prior to the end of this term.

All other terms and conditions remain the same.

Approved by the City: Jadi Fong, Acting Director of OCA — Date 6/16/11

Approved by Contractor: Signature — Date 6/27/11

Name and title

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

P-280 (11/20/09)

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 8

Security Guard (Unarmed) Central Shops

McCoy's Patrol Services
Jacqueline R. Coleman
6271 Third Street, Suite A
San Francisco, CA 94124
www.JingleJC@aol.com

Date	02-08-11
Buyer Name:	Deirdre Darley
Term contract	86054
City Blanket No.	BPSF00001845
Type:	Indefinite quantity
Not-to-exceed amount:	$ 1,500,000

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

Modification	Start date	End date	Amount	Other changes
Original contract	01-01-02	12-31-06	$ 1, 500,000	
1	No Change	No Change	No Change	3.2% Increase & terms added
2	01-01-07	07-31-07	No Change	3.2% Increase & terms added
3	08-01-07	02-29-08	No Change	Add items
4	03-01-08	07-31-09	No Change	3.3% Increase & remove Performance Bond
5	08-01-09	10-31-09	No Change	Extend Contract
6	11-01-09	04-30-10	No Change	Extend Contract
7	05-01-10	10-31-10	No Change	Extend Contract
8	11-01-10	06-30-11	No Change	Extend Contract & terms added

This modification 8 changes the contract as follows:

It extends the contract from November 1, 2010 through June 30, 2011 and conditions have been added to Contract. See Attachment "A".

All other terms and conditions remain the same.

Approved by the City:

Jaci Fong, Acting Director of OCA and Purchaser — Date 3/1/2011

Approved by Contractor:

Signature — Date 3/2/11

Name and title

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

P-280 (11/20/09)

The following conditions are added:

Default; Remedies

On and after any event of default, City shall have the right to exercise its legal and equitable remedies, including without limitation, the right to terminate this Contract or to seek specific performance of all or any part of this Contract. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any event of default. Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Contract or any other contract between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such event of default and any liquidated damages due from Contractor pursuant to the terms of this Contract or any other contract. All remedies provided for in this Contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

Termination for Convenience

City shall have the option, in its sole discretion, to terminate this Contract, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City.

Liability of City

CITY'S PAYMENT OBLIGATIONS UNDER THIS CONTRACT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR UNDER THIS CONTRACT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, IN NO EVENT SHALL CITY BE LIABLE REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS CONTRACT.

Drug-Free Workplace Policy

Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents, or assigns will be deemed a material breach of this Contract.

Compliance with Americans with Disabilities Act

Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Contract in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Contract and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Contract.

Compliance with Laws

Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Contract, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

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.

Displaced Worker Protection Act

If contract is for more than $25,000 and for at least a 3-month term, employees must work at least 15 hours per week. Contractors are hereby notified of the requirements to comply with the Displaced Worker Protection Act (DWPA, Article 33C of the San Francisco Police Code). The DWPA applies to any contract (services contract) to be performed with the City and County of San Francisco (City), entered into between City and any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association or other entity with 25 or more employees. Employee for the purpose of the DWPA includes any service employee of the contractor or its subcontractor(s) who works at least 15 hours per week and whose primary place

of employment is in the City but does not include: 1) managerial, supervisory or confidential employees as defined by the Fair Labor Standards Act; or 2) employees who do not possess or have not maintained a required occupational license.

For contracts subject to the DWPA, the contractor is under the following obligations:

Transition Employment Period

A. Where the contracting City department has given notice that a service contract has been terminated or ended, or where a service contractor has given notice of such termination, upon giving or receiving such notice, as the case may be, the terminated or ending contractor shall, within ten days thereafter, provide to the successor contractor, the name, date of hire, and employment occupation classification of each employee employed at the site or sites covered by the prospective contractor at the time of contract termination (employment information). This provision shall also apply to the subcontractors of the terminated contractor. If the terminated contractor does not know the identity of the successor contractor, if any, by the time of the contract termination notice, the terminated contractor shall obtain such information from the contracting City department at such time. Where a subcontractor of a service contractor has been terminated prior to the termination of the service contract, the terminated subcontractor shall be deemed a terminated contractor for purposes of the DWPA.

B. A successor contractor shall retain, for a 90-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding eight months or longer at the site or sites covered by the contract.

C. If at any time a successor contractor determines that fewer employees are required to perform the new service contract than were required by the terminated contractor (and subcontractors, if any), the successor contractor shall retain employees by seniority within job classifications.

D. During such 90-day period, the successor contractor (or subcontractor, where applicable) shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor (or subcontractor) from which the successor contractor (or subcontractor) shall hire additional employees.

E. Except as provided in subsection C of this section, during such 90-day period, the successor contractor (or subcontractor, where applicable) shall not discharge without cause an employee retained pursuant to the DWPA. Cause for this purpose shall include, but not be limited to, the employee's conduct while in the employ of the terminated contractor or subcontractor that contributed to any decision to terminate the contract or subcontract for fraud or poor performance, excluding permissible union-related activity.

F. At the end of such 90-day period, a successor public sector contractor (or subcontractor, where applicable) shall perform a written performance evaluation for each employee retained pursuant to the DWPA. If the employee's performance during such 90-day

period is satisfactory, the successor public sector contractor(or subcontractor) shall offer the employee continued employment under the terms and conditions established by the public sector successor contractor (or subcontractor) or as required by law.

G. Contractors must include a provision in all subcontracts requiring subcontractors to comply with the obligations imposed by the DWPA.

Enforcement

A. An employee who has been discharged in violation of the DWPA by a successor contractor or its subcontractor may bring an action in the Municipal Court or Superior Court of the State of California, as appropriate, against the successor contractor and, where applicable, its subcontractor, and may be awarded back pay, including the value of benefits, for each day during which the violation continues, which shall be calculated at a rate of compensation not less than the higher of:

1. The average regular rate of pay received by the employee during the last three years of the employee's employment in the same occupation classification; or

2. The final regular rate received by the employee.

B. If the employee is the prevailing party in any such legal action, the Court shall award reasonable attorney's fees and costs as part of the costs recoverable.

Successor's Prior Employees

A successor contractor or subcontractor may replace an employee retained pursuant to the DWPA with a person employed by the contractor or subcontractor continuously for eight months prior to the commencement of the successor service contract or subcontract in a capacity similar to that proposed under the successor service contract or subcontract, but only if the existing employee of the successor contractor or subcontractor would otherwise be laid off work as a result of the award of the successor contract.

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 7

Security Guard (Unarmed) Central Shops

McCoy's Patrol Services
Jacqueline R. Coleman
6271 Third Street, Suite A
San Francisco, CA 94124
www.mccoypatrol.com

Date	03-08-10
Buyer Name:	Deirdre Darley
Term contract	86054
City Blanket No.	BPSF00001845
Type:	Indefinite quantity
Not-to-exceed amount:	$ 1,500,000

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

Modification	Start date	End date	Amount	Other changes
Original contract	01-01-02	12-31-06	$ 1, 500,000	
1	n/c	n/c		3.2% Increase & terms added
2	01-01-07	07-31-07		3.2% Increase & terms added
3	08-01-07	02-29-08		Add items
4	03-01-08	07-31-09		3.3% Increase & remove Performance Bond
5	08-01-09	10-31-09		Extend Contract
6	11-01-09	04-30-10		

This modification 7 changes the contract as follows:

It extends the contract from May 1, 2010 to October 31, 2010.

All other terms and conditions remain the same.

Approved by the City:

p4 Naomi Kelly, Director of OCA and Purchaser — Date: 3-12-10

Approved by Contractor:

Signature — Date: 3/15/10

Name and title: Jacqueline R. Coleman, COO

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

P-280 (2-09-09)

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 6

Security Guard (Unarmed) Central Shops

McCoy's Patrol Services	Date 12-03-09
Jacqueline R. Coleman	Buyer Name: Deirdre Darley
6271 Third Street, Suite A	Term contract 86054
San Francisco, CA 94124	City Blanket No. BPSF00001845
www.mccoypatrol.com	Type: Indefinite quantity
	Not-to-exceed amount: $ 1,500,000

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

Modification	Start date	End date	Amount	Other changes
Original contract	01-01-02	12-31-06	$ 1, 500,000	
1	n/c	n/c		3.2% Increase & terms added
2	01-01-07	07-31-07		3.2% Increase & terms added
3	08-01-07	02-29-08		Add items
4	03-01-08	07-31-09		3.3% Increase & remove Performance Bond
5	08-01-09	10-31-09		Extend Contract

This modification 6 changes the contract as follows:

It extends the contract from November 1, 2009 TO April 30, 2010.

All other terms and conditions remain the same.

Approved by the City: _____ 12-14-09
Naomi Kelly, Director of OCA and Purchaser — Date

Approved by Contractor: _____ 12/17/09
Signature — Date

Name and title Jacqueline Coleman, COO

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

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 5

Security Guard (Unarmed) Central Shops

McCoy's Patrol Services
Jacqueline R. Coleman
6271 Third Street, Suite A
San Francisco, CA 94124
www.mccoypatrol.com

Date	07-20-09
Buyer Name:	Carloyn Sladnick
Term contract	86054
Type:	Indefinite quantity
Not-to-exceed amount:	$ 1,500,000

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

Modification	Start date	End date	Amount	Other changes
Original contract	01-01-02	12-31-06	$ 1, 500,000	
1	n/c	n/c		3.2% Increase & terms added
2	01-01-07	07-31-07		3.2% Increase & terms added
3	08-01-07	02-29-08		Add Items
4	03-01-08	07-31-09		3.3% Increase & remove Performance Bond
5	08-01-09	10-31-09		

This modification 5 changes the contract as follows:

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

All other terms and conditions remain the same.

Approved by the City: Naomi Kelly, Director of OCA and Purchaser — Date: 7-24-09

Approved by Contractor: Signature — Date: 7/28/09

Name and title: Jacqueline R. Coleman, COO

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

P-280 (2-09-09)

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 No. 4

Indefinite Quantity

McCoy's Patrol Services
6271 Third Street
San Francisco, CA 94124
Attn: Jacqueline R. Coleman

Date: April 13th, 2009
Term contract: 86054
Type: Service Indefinite quantity
Not-to-exceed amount: $1,500,000

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

Modification	Start date	End date	Amount	Other changes
Original contract	1/01/02	12/31/06	$1,500,000	
1			No change	3.2% Increase plus Additional Terms
2	1/01/07	7/31/07	No change	3.2% Increase plus Additional Terms
3	8/01/07	2/29/08		Six Month Extension
This modification no. 4 changes the contract as follows:				Items 1 – 3
4	3/01/08	7/31/09		3.3% Increase, 16 Month Extension, Remove Performance Bond, Special Conditions #79 **(See Attachment A)**

All other terms and conditions remain the same.

Approved by the City: Naomi Kelly, Director of OCA and Purchaser — Date: 4-13-09

Approved by Contractor: Signature — Date: 4/13/09

Name and title: Jacqueline Coleman, COO

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

Attachment "A"
Contract No. 86054
Contract Modification No. 4
Security Guard Central Shops
April 13th, 2009

PRICE INCREASE

Item 1-2:	Previous price/rate $19.46/1 hour	New price/rate:	**$20.10/hour**
Item 3:	Previous price/rate $26.60/1 hour	New price/rate:	**$27.57/hour**

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

McCoy's Patrol Services
6271 Third Street
San Francisco, CA 94124
Attn: Jacqueline R. Coleman

Date July 25, 2007

Contract Proposal No. 86054

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 **Unarmed Security Guard Service for Central Shops**

By mutual agreement, the contract is extended an additional **six (6)** months for the term **August 1, 2007** through **February 29, 2008**.

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.

7-25-07

As the duly appointed Purchaser of the City and County of San Francisco — Date

---

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor McCoys Patrol Service

By Signature — COO Title

Date 7/31/07

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. 02

Indefinite Quantity

Mccoy's Patrol Services
6271 Third Street
San Francisco, CA 94124
Attn: Jacqueline R. Coleman

Date February 12, 2007

Contract Proposal No. **86054**

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 **Unarmed Security Guard Service for Central Shops**

By mutual agreement, the contract is extended an additional **six (6)** months for the term **January 1, 2007** through **July 31, 2007**.

By mutual agreement, prices have increased in accordance with Special Condition No. 83. Effective **December 1, 2006** an increase of **3.2%** will be allowed on Items 1-3 as indicated (See Attachment "A).

The following General Conditions have been added to Contract 86054 (See Attachment "A").

- Nondisclosure of Private Information
- Graffiti Removal
- Modification of Agreement

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.

By _____ 2-16-07
As the duly appointed Purchaser of the City and County of San Francisco — Date

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor McCoy's Patrol Service

By _____, COO
Signature — Title

Date 2/20/07

PRICE INCREASE

Item 1-2:	Previous price/rate $18.86 /1hour	New price/rate:	**$19.46/hour**
Item 3:	Previous price/rate $25.83 /1hour	New price/rate:	**$ 26.66/hour**

Add the following conditions:

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.

MODIFICATION OF CONTRACT

This Contract may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Contract.

City and County of San Francisco **Office of Contract Administration**

Gavin Newsom
Mayor

Naomi Little
Director and Purchaser

Purchasing

November 18, 2004

CONTRACT MODIFICATION NO. 1

Warning

Do not use any term contracts to purchase goods and/or services when using Federal, State or Special Funds. Term contracts may contain provisions that conflict with Federal or State Provisions.

City Departments must contact their assigned City Attorney for applicable provisions, procedures and relevant fund requirements.

Unarmed Security Guard Service
for Central Shops

Contract No. 86054

Blanket Purchase Order No.: BPSF00001845

Term: January 1, 2002 through December 31, 2006

TO ALL USER DEPARTMENTS:

Effective November 18, 2004, the City and County of San Francisco does hereby allow a 3.3% increase in the price of all contract services.

In addition, the following requirements have been added to the terms and conditions of this contract. (See Appendix A):

- First Source Hiring Program
- Replace existing General Condition 56, Notification of Limitations on Contributions with General Condition 56, Limitations on Contributions
- Prohibition on Political Activity with City Funds
- Preservative-treated Wood Containing Arsenic
- Services Provided by Attorneys
- Contract Product/Service Quality Report

All other prices, terms and conditions remain unchanged.

Please attach this modification notice to your copy of the contract "AWARD".

Sincerely,

s/Darlene Frohm
Senior Purchaser
415.554.6257

DFR/dsh

Attachment

City and County of San Francisco **Office of Contract Administration**

Gavin Newsom
Mayor

Naomi Little
Director and Purchaser

Purchasing

November 18, 2004

Contract 86054 – Modification No. 1
Appendix A

Replace existing General Condition 56 with the following:

56. LIMITATIONS ON CONTRIBUTIONS

Through execution of this Contract, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services or for the furnishing of any material, supplies or equipment to the City, whenever such transaction would require approval by a City elective officer of the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations for the contract until the later of either (1) the termination of negotiations for such contract or (2) three months after the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

Add the following General Conditions to this contract:

FIRST SOURCE HIRING PROGRAM

If the contract is for more than $50,000. the successful bidder will be required to agree to comply fully with and be bound by the provisions of the First Source Hiring Program ordinance, as set forth in San Francisco Administrative Code Chapter 83. Generally, this ordinance requires contractors to notify the First Source Hiring Program of available entry level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this Chapter. Additional information regarding the FSHP is available on the web at www.sfgov.org/moed/fshp.htm.

a. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapter 83 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 Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. First Source Hiring Agreement

(1) Contractor will comply with First Source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the exclusive opportunity to initially provide Qualified Economically Disadvantaged Individuals for consideration for employment for Entry Level Positions. The duration of the First Source interviewing requirement shall be ten (10) days, unless business necessity requires a shorter period of time.

(2) Contractor will comply with requirements for providing timely, appropriate notification of available Entry Level Positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of Qualified Economically Disadvantaged Individuals to participating Employers.

(3) Contractor agrees to use good faith efforts to comply with the First Source hiring requirements. A Contractor may establish its good faith efforts by filling: 1) its first available Entry Level Position with a job applicant referred through the First Source Program; and, 2) fifty percent (50%) of its subsequent available Entry Level Positions with job applicants referred through the San Francisco Workforce Development System. Failure to meet this target, while not imputing bad faith, may result in a review of the Contractor's employment records.

c. Hiring Decisions

Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. Exceptions

Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. Liquidated Damages

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of $2,070 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. Subcontracts

Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this section.

PROHIBITION ON POLITICAL ACTIVITY WITH CITY FUNDS

In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this contract. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this contract, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. Funds paid to Contractor for services performed hereunder and which were not for a Political Activity, are not subject to the restrictions of San Francisco Administrative Code Chapter 12.G.

PRESERVATIVE-TREATED WOOD CONTAINING ARSENIC

As of July 1, 2003, Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 21G is obtained from the Department of Environment under Section 21G.5 of the Administrative Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

SERVICES PROVIDED BY ATTORNEYS

Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

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 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.