

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

Eyeglasses for Indigent Patients at SFGH

Dr. Jack H. Sinow, Optometrist
71 Fifth Street
San Francisco, CA 94103

Date August 24, 2011
Buyer Name: Raymond Low
Term contract 60550
Blanket No. BPSF00003056
Type: Indefinite Qty
Not-to-exceed: \$500,000.00

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

Modification	Start date	End date	Amount	Other changes
Original contract	5/01/05	4/30/08	\$240,000.00	
1	10/20/10	4/30/08	No Change	Add items
2	5/01/08	4/30/09	No Change	Extend 12 months
3	5/01/09	4/30/10	No Change	Extend 12 months
4	3/01/10	8/31/11	\$500,000.00	Extend 18 months. Reduce pricing 5%
5	9/01/11	8/31/12	\$500,000.00	Extend 12 months Update contract conditions

This modification changes the contract as follows:

- Extend contract for 12 months, September 1, 2011 – August 31, 2012.
- Update contract conditions. See Attachment A.

All other terms and conditions remain the same.


Approved by the City:



Jack Fong, Acting Director of OCA

8/25/11
Date

Approved by Contractor:



Signature

08/25/11
Date

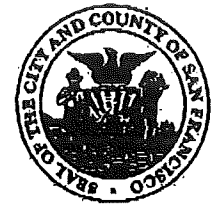
Name and title

Jack H. SINOW, optometrist

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

P-780 (11-19-09)

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Contract Modification 4

Eyeglasses for Indigent Patients at SFGH

Dr. Jack H. Sinow, Optometrist
Attn: Dr. Jack H. Sinow
71 Fifth Street
San Francisco, CA 94103
E-mail:

Date: March 3rd, 2010
Buyer Name: John Danaher
Term contract: **60550**
City Blanket No. **BPSF 00003056**
Type: Indefinite quantity
Not-to-exceed amount: \$500,000

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

Modification	Start date	End date	Amount	Other changes
Original contract	5/01/05	4/30/08	\$240,000	
1.	10/20/07			Add Item(s) to Contract
2.	5/01/09	4/30/09	\$80,000	
3.	5/01/05	4/30/10	\$80,000	
4.	3/01/10	8/31/11	\$100,000	Reduce Contract Pricing 5%

This modification 4 changes the contract as follows:

By mutual agreement of the parties, this contract is extended for one and one-half years from March 1st, 2010 to August 31st, 2011. Contractor also agrees to reduce pricing by 5% on all contract items.

All other terms and conditions remain the same.

Approved by the City: *Naomi Kelly* 3/8/10
Naomi Kelly, Director of OCA and Purchaser Date

Approved by Contractor: *[Signature]* 03/08/10
Signature Date
Name and title Optometrist

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

P-280 (11/20/09)

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Contract Modification 3

Eyeglasses for Indigent Patients at SFGH

Dr. Jack H. Sinow, Optometrist
Attn: Dr. Jack H. Sinow
71 Fifth Street
San Francisco, CA 94103

Date: 03-09-09
Buyer Name: John Danaher
Term contract: 60550
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	05-01-05	04-30-08	\$ 240,000	
1				Add Items & Conditions
2	05-01-05	04-30-09	\$ 80,000	
3	05-01-05	04-30-10	\$ 80,000	

This modification 3 changes the contract as follows:

By mutual agreement of the parties, this contract is extended for one year from May 1, 2009 TO April 30, 2010.

All other terms and conditions remain the same.

Approved by the City: *Naomi Kelly* 3-12-09
Naomi Kelly, Director of OCA and Purchaser Date

Approved by Contractor: *Jack H Sinow* 03/12/09
Signature Date

Name and title: Jack H SINOW, OD

Feb. 26. 2008 9:37AM

No. 6947 P. 2

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

Dr. Jack H. Sinow, Optometrist
71 Fifth Street
San Francisco, CA 94103
Attn: Dr. Jack H. Sinow

Date February 15, 2008

Contract Proposal No. 60550

Estimated Amount: Indefinite

The City and County of San Francisco does hereby accept your offer to extend 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.

CONTRACT EXTENSION

For furnishing and delivering **Eyeglasses for Indigent Patients at San Francisco General Hospital.**

By mutual agreement, the contract is extended an additional twelve (12) months for the term **May 1, 2008 through April 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.

Carlton B. Goodlett 2-22-08
As the duly appointed Purchaser Date
of the City and County of San Francisco

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor Dr Jack H Sinow, optometrist
By *Dr Jack H Sinow* optometrist
Signature Title
Print Name Dr Jack H Sinow
Date February 26, 2008

Jan. 15. 2008 2:41PM

No. 6060 P. 2/4

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

Jack H. Sinow
71 Fifth Street
San Francisco, CA 94103
Attn: Jack H. Sinow

Date January 10, 2008

Contract Proposal No. 60550

Estimated Amount: Indefinite

The City and County of San Francisco does hereby accept your offer to modify the prices 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 Bid Proposal, but only after receipt of order properly certified by the Controller of the City and County of San Francisco.

Add Items

For furnishing and delivering **Eyeglasses for Indigent Patients at San Francisco General Hospital (SFGH)**.

By mutual agreement, the follow items have been added to contract 60550. Effective October 22, 2007.

Per Special Condition 79—ADDITIONAL ITEMS: Modification to cover additional specialized (non-standard) eyeglass prescriptions not included in Award schedule. These prescriptions must be approved by SFGH-Department of Optometry. Prices for these items must not exceed applicable Medical rates and must be approved by DPH-Medical Social Services of SFGH. See Item 16 on Revised Award Sheet.

The following conditions have been added to Contract 60550 (See Attachment "A").

- 85. Food Service Waste Reduction Requirements
- 86. 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.**

Bill Jones for 1-15-08
 As the duly appointed Purchaser of the City and County of San Francisco Date

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor Jack H. Sinow
 By [Signature] Title Optometrist
 Date January 15, 2008

AWARD (Revised)
EYEGASSES for INDIGENT PATIENTS at SFGH
 For the Term May 1, 2005 through April 30, 2008

AWARD SHEET

Bid prices offered must be for either: Plastic or Glass + (plus) or – (minus)

Item	Description	Single Vision with Frames	Bifocals with Frames
1	Plano to 4.00 sphere	\$ <u>39.50</u>	\$ <u>43.50</u>
	Plano to 4.00 sphere with		
2	.12 to 2.00 cylinder	\$ <u>40.00</u>	\$ <u>44.00</u>
3	2.12 to 4.00 cylinder	\$ <u>41.50</u>	\$ <u>44.50</u>
4	4.12 to 6.00 cylinder	\$ <u>43.50</u>	\$ <u>47.50</u>
5	6.12 and over	\$ <u>46.50</u>	\$ <u>50.00</u>
6	4.12 to 7.00 sphere	\$ <u>42.50</u>	\$ <u>46.00</u>
	4.12 to 7.00 sphere with		
7	.12 to 2.00 cylinder	\$ <u>42.50</u>	\$ <u>46.00</u>
8	2.12 to 4.00 cylinder	\$ <u>44.00</u>	\$ <u>47.50</u>
9	4.12 to 6.00 cylinder	\$ <u>47.00</u>	\$ <u>50.50</u>
10	6.12 and over	\$ <u>48.50</u>	\$ <u>52.00</u>
11	7.12 to 12.00 sphere	\$ <u>45.50</u>	\$ <u>48.50</u>
	7.12 to 12.00 sphere with		
12	.12 to 2.00 cylinder	\$ <u>50.00</u>	\$ <u>53.50</u>
13	2.12 to 4.00 cylinder	\$ <u>51.50</u>	\$ <u>55.00</u>
14	4.12 to 6.00 cylinder	\$ <u>54.50</u>	\$ <u>58.00</u>
15	12.12 and over addition	\$ <u>4.50</u>	\$ <u>4.50</u>
16	Special Prescriptions as Authorized by SFGH-Dept. of Optometry	Per Medi-Cal Rates and Approved by DPH-SFGH Medical Social Services	Per Medi-Cal Rates and Approved by DPH-SFGH Medical Social Services

End Award Sheet

85. 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.

86. 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.