

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

Global Position Systems/Automated Vehicle Locator (GPS/AVL)

WebTech, Inc. Wireless	Date	December 20, 2011
Tony MacKay	Buyer Name:	Darlene Frohm
215-4299 Canada Way	Term contract:	73000
Burnaby, BC	City Blanket No.	BPSI# 00003107
Canada V5G 1H3	Type:	Indefinite quantity
E-mail: Tony.MacKay@WebTechWireless.com	Not-to-exceed amount:	\$1,950,000

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

Modification	Start date	End date	Amount	Other changes
Original contract	9/01/05	8/31/08	\$1,000,000	
1	9/01/08	8/31/10		Price decrease/replace items/added items. Added Food Svc. Waste Reduction Req. and Graffiti Removal
2	No Change	No Change	\$1,400,000	NTE amount increased
3	9/01/10	8/01/11	\$1,450,000	Revised/Replaced Various Conditions & NTE Amt. Increased
4	8/01/11	7/31/12	\$1,950,000	One year extension/ NTE amount increased

This modification 4 changes the contract as follows:

It extends the contract from August 1, 2011 through July 31, 2012.

The following condition has been added to the contract: "Electronic Payment." See Attachment A

All other terms and conditions remain the same.

Approved by the City:

[Signature]

[Signature]
 Jack Wong, Acting Director of OCA

12/21/11
 Date

Approved by Contractor:

[Signature]
 Signature

12/22/11
 Date

Name and title

[Signature] C.F.O.

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

P-280 (11/20/09)

ATTACHMENT A

The following term have been added:

Electronic payment. The City and County of San Francisco (City) uses Bank of America's PayMode-X system to pay invoices electronically and not by check whenever possible. The City makes PayMode-X payments every business day, but prints and mails paper checks only one day a week. So the City encourages you – and it is greatly to your benefit – to enroll in PayMode-X now.

There is no cost to you to enroll in PayMode-X, and you get the same information electronically from PayMode-X that you would get on the City's check stub.

For more information, please visit the Controller's website at:

<http://sfcontroller.org/index.aspx?page=85>

If you have questions, please call:

Steve W. Lee, Controller's Office

(415) 554-7591

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Contract Modification 3

Global Positioning Systems/Automated Vehicle Locator (GPS/AVL)

WebTech, Inc. Wireless	Date	November 18, 2010
Joe O'Loughlin, MBA	Buyer Name:	Darlene Frohm
4299 Canada Way, Suite 215	Term contract	73000
Burnby, BC	City Blanket No.	BPSF0003107
Canada V5G 1H3	Type:	Indefinite quantity
E-Mail: joloughlin@webtechwireless.com	Not-to-exceed amount:	\$1,450,000

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

Modification	Start date	End date	Amount	Other changes
Original contract	09-01-05	08-31-08	\$ 1,000,000	
1	09-01-08	08-31-10		Price decrease/replace items/added Items. Added Food Svc. Waste Reduction Req. and Graffiti Removal
2	no change	no change	\$ 1,400,000	NTE amount increased
3	09-1-10	08-01-11	\$ 1,450,000	Revised/Replaced Various Conditions & NTE Amt. Increased

This modification 3 changes the contract as follows:

It extends the contract from September 1, 2010 to August 1, 2011.

The following conditions has been added and replaced to the contract with the following:
 See Attachment A.

All other terms and conditions remain the same.

Approved by the City:



 Naomi Kelly, Director of OCA and Purchaser

11/18/2010

 Date

Approved by Contractor:



 Signature

DEC. 9, 2010

 Date

Name and title

ANDREW MORDEN, C.F.O.
WEBTECH WIRELESS

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

P-280 (11/20/09)

Section 29. Submitting False Claims; Monetary Penalties has been revised and replaced with the following:

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.

Section 62. First Source Hiring Program has been revised and replaced with the following:

62. First Source Hiring Program

- 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.** As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:
 - (1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if

unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs may be certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

- (2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

- (3) Set appropriate requirements for providing 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. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

- (4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record

keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

- (5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.
 - (6) Set the term of the requirements.
 - (7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.
 - (8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.
 - (9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.
- 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.** Contractor agrees:
- (1) To be liable to the City for liquidated damages as provided in this section;
 - (2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

- (3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.
- (4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;
- (5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:
 - (a) The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and
 - (b) In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

- (6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 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.

Section 83. Insurance has been revised and replaced with the following:

83. Insurance

Prior to award, the successful bidder or bidders will be required to furnish evidence of insurance as follows:

- a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:
 - (1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
 - (2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate for bodily injury, property damage, contractual liability, personal injury, products and completed operations.
 - (3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

- b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:
- (1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
 - (2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- c. Contractor hereby agrees to waive Workers' Compensation subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.
- d. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to:
- Director, Office of Contract Administration
Purchasing Division
City and County of San Francisco
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685
- e. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.
- f. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- g. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

- h. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.
- i. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

Adding the following condition

102. Cooperative Agreement

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.

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Contract Modification 2

Global Positionin System/Automated Vehicle Locator (GPS/AVL)

WebTech, Inc. Wireless
Kevin Karlsson, Manager
4299 Canada Way, Suited
Burnby, BC
Canada V5G 1H3

Date: October 26, 2009
Buyer Name: Carlos Chavez
Term contract: 73000
Type: Indefinite quantity
Not-to-exceed amount: \$1,400,000

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

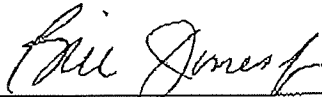
Modification	Start date	End date	Amount	Other changes
Original contract	09-01-05	08-31-08	\$ 1,000,000	
1	09-01-08	08-31-10		Contract extension/ Price increase, Replaced/Deleted items & Added conditions
2	n/c	n/c	\$ 1,400,000	NTE amount increased

This modification 2 changes the contract as follows:

It increase the contract "Not to Exceed Amount" from \$1,000,000 to \$1,400,000

All other terms and conditions remain the same.

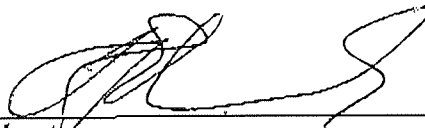
Approved by the City:



Naomi Kelly, Director of OCA and Purchaser

10-27-09
Date

Approved by Contractor:



Signature

10-28-09
Date

Name and title

Scott E. Pratts, CFO

Aug. 28. 2008 2:55PM

No. 1183 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. 1

Indefinite Quantity

Webtech, Inc. Wireless
4299 Canada Way, Suite 215
Burnaby, BC
Canada V5G 1H3
Attn: Kevin Karlsson, Manager

Date August 28, 2008

Contract Proposal No. 73000

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 / PRICE DECREASE REPLACED & DELETED ITEMS

For furnishing and delivering **Global Positioning System/Automated Vehicle Locator (GPS/AVL)**.

By mutual agreement, the contract is extended an additional twenty - four (24) months for the term **September 1, 2008 through August 31, 2010**.

By mutual agreement, in accordance Special Condition No. **87** - Price, have decreased Effective **September 1, 2008**. The following items have been replaced and deleted from this contract: (see attachment A).

The following condition has been added to contract 73000 (See Attachment B).

- 100. Food Service Waste Reduction Requirements.
- 101. 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.**

Carl Jones 8-28-08
 As the duly appointed Purchaser Date
 of the City and County of San Francisco

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor WebTech Wireless
 By *[Signature]* San Diego ASP Sales & Services
 Signature Title
 Date Aug 28 / 2008

Attachment "A"
 Contract No. 73000
 Contract Modification No. 1
 Global Positioning Systems/ Automated Vehicle Locator (GPS/AVL)
 August 28, 2008

PRICE DECREASE & REPLACED ITEMS

Original contract items are replaced by the following items at reduced rates as shown below.

Locator devices will be set to report on TURNS instead of one (1) minute updates. Equipment by DPW Bureau and corresponding, service type and rates are listed in the table below.

Revised Rates

Ct. Item No.	DPW Bureau	Turn @ \$40.00 # of vehicles	5 minutes @ \$32.00 # of vehicles	15 minutes @ 24.00 # of vehicles	Total # of vehicles	Total Monthly Charge	Total Charge for 12 Months
4A	BBR	0	46	71	117	\$ 3,176.00	\$ 38,112.00
5A	BSSR	0	22	63	85	\$ 2,216.00	\$ 26,592.00
6A	BSES	94	107	53	254	\$ 8,456.00	\$ 101,472.00
7A	BUF	0	25	60	85	\$ 2,240.00	\$ 26,880.
	TOTALS	94	200	247	541	\$ 16,088.00	\$ 193,056.00

DELETED ITEMS

The following original contract items are deleted

Ct. Item #	Service description	Contractor	Service fee
4	Monthly service fee for one (2) minute or less update intervals	WebTech / Cingular Wireless	\$ 40.89
5	Monthly service fee for two (2) minute intervals	WebTech / Cingular Wireless	\$ 40.89
6	Monthly service fee for five (5) minute intervals	WebTech / Cingular Wireless	\$ 34.19
7	Monthly service fee for fifteen (15) minute intervals	Webtech / Cingular Wireless	\$ 26.64

Aug. 28. 2008 2:55PM

No. 1183 P. 4

Attachment "B"

Contract No. 73000

Contract Modification No. 1

Global Positioning Systems/ Automated Vehicle Locator (GPS/AVL)

August 28, 2008

100. 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.

101. 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.)