

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 Janitorial Supplies

Industrial Wiper
 Robert Tobin
 1851 South Seventh Street
 San Jose, CA 95112
 E-mail: bobt@industrialwiper.com

Date: 01-17-12
 Term contract: 83047
 City blanket No.: BPSF00003332
 Buyer: Deirdre Darley
 Type: Indefinite quantity
 Not-to-exceed amount: \$1,000,000

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


Modification	Start date	End date	Amount	Other Changes
Original contract	03-01-07	02-28-09	\$1,000,000	
1	03-01-07	02-28-09	No Change	Price Increase
2	03-01-09	02-28-10	No Change	Food Service Waste Reduction
3	03-01-10	02-28-11	No Change	Price Increase
4	03-01-10	02-28-12	No Change	Price Decrease
5	03-01-12	02-28-13	No Change	Extend Contract; Price Increase; Update Contract Conditions

This modification 5 changes the contract as follows:

- It extends the contract from March 1, 2012 through February 28, 2013.
- By mutual agreement, original contract prices have been increased by 5% effective March 1, 2012. See Attachment A.
- Adds "Getting Paid for Goods and/or Services from the City" section. See Attachment A.
- Replaces various contract conditions. See Attachment A.

All other pricing, terms and conditions remain the same.

Approved by the City:


 Jack Fong, Acting Director of OCA

1/27/2012
 Date

Approved by Contractor:


 Signature

1/30/2012
 Date

Name and title

Robert Tobin President

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

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 Industrial Wiper
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 Janitorial Supplies
 January 17, 2012

Pricing is increased by 5% effective March 1, 2012 as follows:

Item No.	Part No.	Previous Price	New Price
7	2344	\$0.4470	\$ 0.4694
8	1515	\$0.2610	\$ 0.2741
9	2477	\$0.9828	\$ 1.0319
10	2400	\$0.7540	\$ 0.7917

Getting Paid for Goods and/or Services from the City section is hereby added as follows:

Getting paid for goods and/or services from the City:

1. Beginning January 2012, all City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through Paymode-X, the City's third party service that provides Automated Clearing House (ACH) payments.

2. Electronic payments are processed every business day and are safe and secure.
3. To sign up for electronic payments, visit www.sfgov.org/ach.
4. The following information is required to sign up:
 - a. The enroller must be their company's authorized financial representative.
 - b. The company's legal name, main telephone number and all physical and remittance addresses used by the company
 - c. The company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor)
 - d. The company's bank account information, including routing and account numbers

If you have questions, please email: ACH.Support@sfgov.org

General Condition 24 is deleted in its entirety and replaced with the following:

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

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Industrial Wiper
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January 17, 2012

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.

General Condition 29 is hereby deleted in its entirety 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.amlegal.com/nxt/gateway.dll/California/administrative/administrativecode?fn=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:sanfrancisco_ca\\$sync=1](http://www.amlegal.com/nxt/gateway.dll/California/administrative/administrativecode?fn=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca$sync=1). 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

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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.

General Condition 58 is hereby deleted in its entirety and replaced with the following:

58. 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

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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.

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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

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Industrial Wiper
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January 17, 2012

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.

General Condition 61 is hereby deleted in its entirety and replaced with the following:

61. **Limitations on Contributions.** Through execution of this Agreement, 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, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

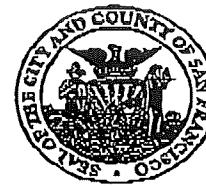
General Condition 64 is hereby deleted in its entirety and replaced with the following:

64. **Protection of Private Information.** Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

Mar. 1. 2010 9:33AM

No. 8469 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

Janitorial Supplies

Industrial Wiper
Robert Tobin
1851 South Seventh Street
San Jose, CA 95112
E-mail: bobt@industrialwiper.com

Date: 03/01/2010
Term contract: 83047
City blanket No.: BPSF00003332
Buyer: Howard Tevelson
Type: Indefinite quantity
Not-to-exceed amount: \$1,000,000

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

Modification	Start date	End date	Amount	other changes
Original contract	03-01-07	02-28-09	\$1,000,000	
1	03-01-07	02-28-09	No Change	Prices Increased
2	03-01-09	02-28-10	No Change	Food Service Waste Reduction
3	03-01-10	02-28-11	No Change	Prices Increased
4	03-01-10	02-28-12	No Change	Price Decrease

This modification changes the contract as follows:

It extends the contract from March 1, 2010 Through February 28, 2012.

By mutual agreement, prices have been decreased in consideration of additional one year extension of the contract. New prices with a decrease of 3% will be effective on March 15, 2010, as shown below:

Item 7: P/N2344	Previous Price	\$0.4470	New Price	\$0.4336
Item 8 P/N1515	Previous Price	\$0.2610	New Price	\$0.2532
Item 9 P/N 2477	Previous Price	\$0.9828	New Price	\$0.9586
Item 10 P/N2400	Previous Price	\$0.7540	New Price	\$0.7314

All other terms and conditions remain the same.

AD Approved by the City:
eg

Naomi Kelly

Naomi Kelly, Director of OCA and Purchaser
Date: 2-26-10

Approved by Contractor:

Robert Tobin

Signature
Date: 3-1-10

Name and title

Robert Tobin Pres

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

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

PURC. RECEIVED
 DEPARTMENT
 10 FEB 23 PM 12:17



Contract Modification 3

Janitorial Supplies

Industrial Wiper
 Robert Tobin
 1851 South Seventh Street
 San Jose, CA 95112
 E-mail: bobt@industrialwiper.com

Date: 02/08/2010
 Term contract: 83047
 City blanket No.: BPSF00003332
 Buyer: Howard Tevelson
 Type: Indefinite quantity
 Not-to-exceed amount: \$1,000,000

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

Modification	Start date	End date	Amount	other changes
Original contract	03-01-07	02-28-09	\$1,000,000	
1	03-01-07	02-28-09	No Change	Prices Increased
2	03-01-09	02-28-10	No Change	Food Service Waste Reduction
3	03-01-10	02-28-11	No Change	Prices Increased

This modification changes the contract as follows:

It extends the contract from March 1, 2010 Through February 28, 2011.

By mutual agreement, prices have been increased in accordance with Special Condition No. 72, Price: New prices with an increase of 4% will be effective on March 01, 2010, as shown below:

Item	Previous Price	New Price
Item 7: P/N2344	\$0.430	\$0.4470
Item 8 P/N1515	\$0.251	\$0.2610
Item 9 P/N 2477	\$0.945	\$0.9828
Item10 P/N2400	\$0.725	\$0.7540

All other terms and conditions remain the same.

Approved by the City:

Naomi Kelly, Director of OCA and Purchaser

2-9-10
Date

Approved by Contractor:

Signature

2-16-10
Date

Name and title

Robert Tobin, Pres

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

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

Janitorial Supplies

Industrial Wiper	Date	03/3/09
Robert Tobin	Term contract	83047
1851 South Seventh Street	Buyer:	John Montenero
San Jose, CA 95112	Type:	Indefinite quantity
E-mail: bobt@industrialwiper.com	Not-to-exceed amount:	\$1,000,000

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

Modification	Start date	End date	Amount	other changes
Original contract	03-01-07	02-28-09	\$1,000,000	
1				Prices Increased
2	03-01-07	02-28-10		Food Service Waste Reduction

This modification changes the contract as follows:

It extends the contract from March 1, 2009 Through February 28, 2010.

The following condition has been added from the contract. See Attachment (A)

All other terms and conditions remain the same.

Approved by the City:

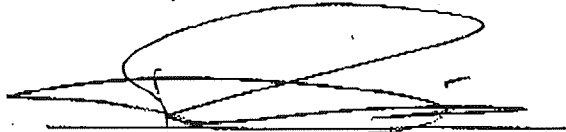


 Naomi Kelly, Director of OCA and Purchaser

3-3-09

 Date

Approved by Contractor:



 Signature

3/5/09

 Date

Name and title:

DAN TOBIN - VICE PRESIDENT.

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

P-280 (02-09-09)

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.

City and County of San Francisco
Office of Contract Administration
Purchasing
1 Dr. Carlton B. Goodlett Place, Room 430
San Francisco, CA 94102 - 4685

PURCHASING DEPARTMENT
2008 JUL 31 AM 10:44

CONTRACT MODIFICATION NO. 1

Indefinite Quantity

Industrial Wiper & Supply, Inc.
1851 South Seventh Street
San Jose, CA 95112
Attn: Robert Tobin

Date February 08, 2008

Contract No. 83047

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.

PRICE INCREASE

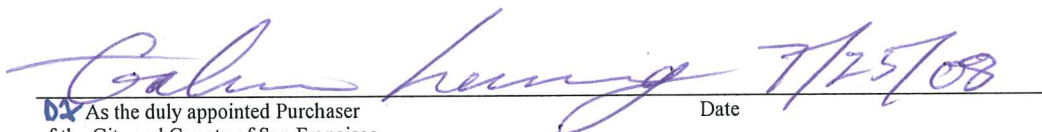
For furnishing and delivering **Janitorial supplies.**

By mutual agreement, prices have increased in accordance with Special Condition No. 72, Price; Effective **March 05, 2008** at an increase of **5%** on Item(s) **7, 8, 9, 10** as indicated below:

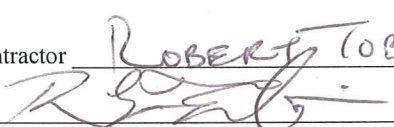
Item 7: P/N2344	Previous price: \$0.409	New price: \$0.430
Item 8: P/N1515	Previous price: \$0.239	New price: \$0.251
Item 9: P/N2477	Previous price: \$0.90	New price: \$0.945
Item10: P/N2400	Previous price: \$0.69	New price: \$0.725

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.


 As the duly appointed Purchaser of the City and County of San Francisco Date 7/25/08

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor ROBERT TOBIN / INDUSTRIAL WIPER + SUPPLY, INC.
 By  PRESIDENT
Signature Title
 Date 07/29/08