

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

Attn: *Richelle Hilario*

Fax: *554-6717*



Contract Modification 4

Janitorial Services for 1650 Mission Street

<p>Clean - A - Rama Maintenance Services, LLC Joseph Marchini 221 Main Street, Suite 100 San Francisco, CA 94105 E-mail: clnarama@pacbell.net</p> <p><i>New address: 526 Columbus Ave., 2nd Floor, San Francisco, CA 94133.</i></p>	<p>Date: 06/06/12 Buyer Name: Nishil Bali Term contract: 83680 City Blanket No. BPSF 00003503 Type: Indefinite quantity Not-to-exceed amount: \$1,650,000</p>
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The history of this contract and its modifications is as follows:

Modification	Start date	End date	Amount	Other changes
Original contract	07-01-08	06-30-11	\$1,000,000	
1	07-01-08	06-30-11	\$1,100,000	Incr. NTE Amt. & Replace Spec. Cond. 72
2	07-01-11	06-30-12	\$1,400,000	Extend Contract Increase Blanket Increase Monthly Rate Update Contract Conditions
3	no change	no change	no change	Correction of unit price for Item 1 on the Price Sheet
4	no change	06-30-13	\$1,650,000	Extend Contract Increase Blanket Increase Monthly Rate Update Contract Conditions

This modification 4 changes the contract as follows:

- It extends contract from July 1st, 2012 through June 30th, 2013.
- It increases blanket amount by \$350,000 from NTE \$1,400,000 to NTE \$1,650,000.
- It increases pricing on Item 1 general cleaning due to increases in vendor's health and welfare rate. See Attachment A and attached documentation.
- It updates the terms and conditions of the contract. (See Attachment B).

All other terms and conditions remain the same.

Approved by the City:

[Signature]
 Jack Feng, Acting Director of OCA

4/11/2012
 Date

Approved by Contractor:

[Signature]
 Signature

6/12/2012
 Date

Name and title

Joseph R. Marchini / Partner

**Please update the address...*

PRICE SHEET

Item	Description	Times Per Year	Old Unit Price	New Unit Price
1	General Cleaning, per month	12	\$ 24,758	\$ 26,158
2	Semi annual interior window washing per "Scope of Work" per Item VII B-1	2	\$ 1,580	\$ 1,580
3	Quarterly carpet cleaning per "Scope of Work" per Item VIII-2	4	\$ 2,400	\$ 2,400
4	Quarterly service per "Scope of Work" per Item II-D-1-2	4	\$ 1,300	\$ 1,300
5	Quarterly service per "Scope of Work" per Item IV-D-1	4	\$ 2,500	\$ 2,500
6	Quarterly service per "Scope of Work" per Item V-B-1	4	\$ 500	\$ 500
7	Quarterly service per "Scope of Work" per Item VI-C-1-3	4	\$ 75	\$ 75
8	Estimated Consumable Supplies per month	12	\$ 2,500	\$ 2,500

“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

Bid and Contract Condition 22 has been revised and is hereby replaced in its entirety to read as follows:

22. 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.

General Condition 51 has been revised and is hereby replaced in its entirety to read as follows:

51. 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.

Special Condition 72: Insurance in Contract Modification 1, dated Dec 01, 2010 replaces Special Condition 74: Insurance in the original contract, dated June 26, 2008.

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1 Dr. Carlton B. Goodlett Place
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Contract Modification 3

Janitorial Services for 1650 Mission Street.

Clean - A - Rama Maintenance Services, LLC
Joseph Marchini
221 Main Street, Suite 100
San Francisco, CA 94105
E-mail: clnarama@pacbell.net

Date: 08/18/11
Buyer Name: Gloria Lucas-Davis
Term contract: 83680
City Blanket No. BPSF_00003503
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	07-01-08	06-30-11	\$1,000,000	
1	07-01-08	06-30-11	\$1,100,000	Incr. NTE Amt. & Replace Spec. Cond. 72
2	07-01-11	06-30-12	\$1,400,000	Extend Contract Increase Blanket Increase Monthly Rate Update Contract Conditions
3	no change	no change	no change	Correction of unit price for Item 1 on the Price Sheet

This modification 3 changes the contract as follows:

- Unit price for Item 1 on the Price Sheet is corrected. See Attachment A for revised Price Sheet.

All other terms and conditions remain the same.

Approved by the City:

Jaci Fong, Acting Director of OCA

8/19/11
Date

Approved by Contractor:

Signature

8/22/2011
Date

Name and title

Joseph R. Marchini / Purch

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Contract Modification 3
 Dated 8/18/11
 ATTACHMENT A
 TC83680/BPSF00003503
 Rate Increase effective July 1, 2011 - Prevailing Wage

PRICE SHEET

Item	Description	Times Per Year	Old Unit Price	New Unit Price
1	General Cleaning, per month	12	\$ 23,724.59	\$ 24,758.32
2	Seml annual Interior window washing per "Scope of Work" per Item VII B-1	2	\$ 1,580.00	\$ 1,580.00
3	Quarterly carpet cleaning per "Scope of Work" per Item VIII-2	4	\$ 2,400.00	\$ 2,400.00
4	Quarterly service per "Scope of Work" per Item II-D-1-2	4	\$ 1,300.00	\$ 1,300.00
5	Quarterly service per "Scope of Work" per Item IV-D-1	4	\$ 2,500.00	\$ 2,500.00
6	Quarterly service per "Scope of Work" per Item V-B-1	4	\$ 500.00	\$ 500.00
7	Quarterly service per "Scope of Work" per Item VI-C-1-3	4	\$ 75.00	\$ 75.00
8	Estimated Consumable Supplies, per month	12	\$ 2,500.00	\$ 2,500.00

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 San Francisco, CA 94102-4685



Contract Modification 2

Janitorial Services for 1650 Mission Street

Clean – A – Rama Maintenance Services, LLC
 Joseph Marchini
 221 Main Street, Suite 100
 San Francisco, CA 94105
 E-mail: clnarama@pacbell.net

Date: 07/026/11
 Buyer Name: Gloria Lucas-Davis
 Term contract: 83680
 City Blanket No. BPSF 00003503
 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	07-01-08	06-30-11	\$1,000,000	
1	07-01-08	06-30-11	\$1,100,000	Incr. NTE Amt. & Replace Spec. Cond. 72
2	07-01-11	06-30-12	\$1,400,000	Extend Contract Increase Blanket Increase Monthly Rate Update Contract Conditions

This modification 2 changes the contract as follows:

- Twelve month extension effective July 1, 2011 to June 30, 2012.
- Increase blanket not to exceed amount by \$300,000 from \$1,100,000 to \$1,400,000.
- Increase pricing due to increase in Prevailing Wage. See Attachment A
- General Condition 50 Emergency – Priority 1 Service is replaced. See Attachment B.
- Building Capacity/Vacancy Credit language is added to Appendix A, Scope of Work. See Attachment B.

All other terms and conditions remain the same.

Approved by the City:

Jaci Fong, Acting Director of OCA

7/29/11
Date

Approved by Contractor:

Signature

8/8/11
Date

Name and title

Joseph R. Marchini Partner

ATTACHMENT A
TC83680/BPSF00003503
Rate Increase -- Prevailing Wage
Effective July 1, 2011

PRICE SHEET

Item	Description	Times Per Year	Old Unit Price	New Unit Price
1	General Cleaning, per month	12	\$ 27,485.43	\$ 28,519.16
2	Semi annual interior window washing per per "Scope of Work" per Item VII B-1	2	\$ 1,580.00	\$ 1,580.00
3	Quarterly carpet cleaning per "Scope of Work" per Item VIII-2	4	\$ 2,400.00	\$ 2,400.00
4	Quarterly service per "Scope of Work" per Item II-D-1-2	4	\$ 1,300.00	\$ 1,300.00
5	Quarterly service per "Scope of Work" per Item IV-D-1	4	\$ 2,500.00	\$ 2,500.00
6	Quarterly service per "Scope of Work" per Item V-B-1	4	\$ 500.00	\$ 500.00
7	Quarterly service per "Scope of Work" per Item VI-C-1-3	4	\$ 75.00	\$ 75.00
8	Estimated Consumable Supplies, per month	12	\$ 2,500.00	\$ 2,500.00

Replace General Condition 50 "Emergency – Priority 1 Service" with the following:

50. Emergency – Priority 1 Service. In case of an emergency that affects the San Francisco Bay Area, contractor will give the City and County of San Francisco Priority 1 service. Contractor will make every good faith effort in attempting to provide emergency services. Contractor shall provide a 24-hour emergency telephone number of a company representative who is able to receive and act on requests for emergency services. In addition, Contractor shall charge fair and competitive prices for services ordered during an emergency and not covered under the awarded contract.

a. Emergency - 1650 Mission Street

In case of an emergency that affects the 1650 Mission Street Building, Contractor will give the 1650 Mission Street Building Priority 1 Service. Contractor will make every good faith effort in attempting to provide emergency services with on site personnel within two (2) hours of initial contact by the City and County of San Francisco.

Add the following to Appendix A "Scope of Work":

XII. BUILDING CAPACITY INFORMATION

A. Building Capacity

1. 182,461 Square Feet (approximately)
2. Anticipated Building Population – 520 people (approximately)
3. Total number of floors - 5 [Floors 1-5]

B. Vacancy Credit

1. Pricing should be based upon a fully occupied building of 182,461 square feet.
2. If a portion of the building becomes unoccupied, a monthly vacancy credit will be allowed to the City for the unoccupied space. (See Line Item No. 1)
3. The unoccupied credit may also affect the other line items. (See Line Items No. 2 - 8)
4. The vacancy credit will be calculated by dividing the unoccupied building square footage by the total building square footage (example: 21,895.32 sq. ft. / 182,461 sq. ft. = 12% unoccupied space).
5. The resulting percentage will be multiplied into the applicable total monthly cost to determine the vacancy credit monthly dollar amount.
6. The Building Manager (City) shall be responsible for notifying the contractor of the date and the unoccupied square footage of the building (to determine the date and vacancy credit of the unoccupied space.).

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



Contract Modification 1

Janitorial Services for 1650 Mission Street

Clean -- A -- Rama Maintenance Service, LLC
Joseph Marchini
221 Main Street, Suite 100
San Francisco, CA 94105
E-mail: clnarama@pacbell.net

Date: December 01, 2010
Buyer Name: Gloria Lucas-Davis
Term contract: 83680
City Blanket No. BP5F00003503
Type: Indefinite quantity
Not-to-exceed amount: \$1,100,000


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

Modification	Start date	End date	Amount	Other changes
Original contract	07-01-08	06-30-11	\$1,000,000	
1	no change	no change	\$1,100,000	Increase in Contract amount & Contract Conditions updated


This modification 1 changes the contract as follows:

- a) The City Blanket has been increased from \$1,000,000 to \$1,100,000.
- b) General Conditions #53, Minimum Compensation Ordinance ("MCO") deleted.
Special Conditions #72 updated to include Waiver of Subrogation for Workers' Compensation.
See Attachment "A".

All other terms and conditions remain the same.

Approved by the City 
Naomi Kelly, Director of OCA and Purchaser

1/5/2011
Date

Approved by Contractor: 
Signature

1/11/2011
Date

Name and title: Joe Marchini / Partner

General Condition No. 53: Minimum Compensation Ordinance is deleted in its entirety.

Special Condition No. 72: Insurance is revised as follows:

72. 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.