

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



## Contract Modification 6 Security Guard Services (Unarmed) – 1660 Mission Street

Hal Mar Jac Enterprises, Inc.  
 dba McCoy's Patrol Service  
 Jacqueline Coleman  
 6271 Third Street, Suite A  
 San Francisco, CA 94124  
 E-mail: JingleJC@aol.com

Date: 07-06-12  
 Buyer Name: Nishil Bali  
 Term contract: 86063  
 City Blanket No. BPSF 00003404  
 Type: Indefinite quantity  
 Not-to-exceed amount: \$1,200,000

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

Modification	Start date	End date	Amount	Other changes
Original contract	08-01-07	07-31-09	\$1,000,000	
1	08-01-09	07-31-10	No Change	12 month extension
2	08-01-10	07-31-11	No Change	12 month extension; price increase
3	08-01-11	10-31-11	No Change	3 month extension; contract conditions updated
4	11-01-11	04-30-12	No Change	6 month extension
5	05-01-12	07-31-12	No Change	Extend term; Increase Rates; Update Conditions
6	08-01-12	07-31-13	1,200,000	Extend term; Increase Blanket Update Conditions

This modification 5 changes the contract as follows:

- It extends the contract term from August 1, 2012 through July 31, 2013, unless the City awards a new contract prior to the end of this contract term.
- It increases the Blanket limit from NTE \$1,000,000 to NTE \$1,200,000.
- It updates and replaces contract conditions. See Attachment A.

All other terms and conditions remain the same.

Approved by the City:

*Jaci Fong*  
 for Jaci Fong, Acting Director of OCA \_\_\_\_\_ 7/13/12  
 Date

Approved by Contractor:

*Jacqueline R. Coleman*  
 Signature \_\_\_\_\_ 7/18/12  
 Date

Name and title

*Jacqueline R. Coleman, COO*

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

**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

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.

**General Condition 60 has been revised and is hereby replaced in its entirety to read as follows:**

**60. Nondisclosure 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.

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



**Contract Modification 5**  
**Security Guard Services (Unarmed) - 1660 Mission Street**

Hal Mar Jac Enterprisos, Inc.  
 dba McCoy's Patrol Service  
 Jacqueline Coleman  
 6271 Third Street, Suite A  
 San Francisco, CA 94124  
 E-mail: JingleJC@aol.com

Date: 03-20-12  
 Buyer Name: Deirdre Darley  
 Term contract: 86063  
 City Blanket No. BPSF 00003404  
 Type: Indefinite quantity  
 Not-to-exceed amount: \$1,000,000

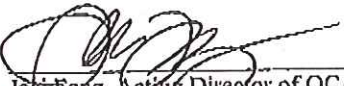
The history of this contract and its modifications is as follows:


Modification	Start date	End date	Amount	Other changes
Original contract	08-01-07	07-31-09	\$1,000,000	
1	08-01-09	07-31-10	No Change	12 month extension
2	08-01-10	07-31-11	No Change	12 month extension; price increase
3	08-01-11	10-31-11	No Change	3 month extension; contract conditions updated
4	11-01-11	04-30-12	No Change	6 month extension
5	05-01-12	07-31-12	No Change	Extend term; Increase Rates; Update Conditions

This modification 5 changes the contract as follows:

- It extends the contract term from May 1, 2012 through July 31, 2012 unless the City awards a new contract prior to the end of this contract term.
- Increases hourly rates by 3.17% due to an increase in the MCO. See Attachment A.
- Updates and replaces contract conditions. See Attachment A.

All other terms and conditions remain the same.

Approved by the City:  Jack Fong, Acting Director of OCA 3/23/12  
 Date

Approved by Contractor:  Jacqueline Coleman 4/6/12  
 Signature Date

Name and title: Jacqueline Coleman

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

P-280 (11/20/09)

Contract Modification No. 5  
 Contract 86063  
 Attachment A  
 Security Guard Services (Unarmed) – 1660 Mission Street  
 March 20, 2012

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](http://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](mailto:ACH.Support@sfgov.org)

Effective March 1, 2012 hourly rates are increased as follows:

Item No.	Description	Old Rate Per Man Hour	New Rate Per Man Hour
1.	Guard, Unarmed, Normal Service Straight Time to Include 24HR basis, 7 days per week, Holidays Included	\$17.89	\$18.46
2.	Extra Guards if Required by Department	\$26.84	\$27.69
	<i>1<sup>st</sup> Shift</i>	\$26.84	\$27.69
	<i>2<sup>nd</sup> Shift</i>	\$26.84	\$27.69
	<i>3<sup>rd</sup> Shift</i>	\$26.84	\$27.69
	<i>Weekends/Holiday</i>	\$26.84	\$27.69

General Condition 28 has been revised and is hereby replaced in its entirety to read as follows:

28. **Contract Term.** The contract period shall be for sixty (60) months. The initial term of this Contract is the period from award execution date, approximately August 1, 2007, or the above-stated term date, whichever is later, through the last day of the month of a 60 consecutive month period.

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 94102-1685



**Contract Modification 4**  
**Security Guard Services (Unarmed) - 1660 Mission Street**

Hal Mar Jac Enterprises, Inc.  
dba McCoy's Patrol Service  
Jacqueline Coleman  
6271 Third Street, Suite A  
San Francisco, CA 94124  
E-mail: JingleJC@aol.com

Date: 08-31-11  
Buyer Name: Deirdre Darley  
Term contract: 86063  
City Blanket No. BPSF 00003404  
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	08-01-07	07-31-09	\$1,000,000	
1	08-01-09	07-31-10	No Change	12 month extension
2	08-01-10	07-31-11	No Change	12 month extension; price increase
3	08-01-11	10-31-11	No Change	3 month extension; contract conditions updated
4	11-01-11	04-30-12	No Change	6 month extension

This modification 4 changes the contract as follows:

- It extends the contract term from November 1, 2011 through April 30, 2012 unless the City awards a new contract prior to the end of this contract term.
- Updates and replaces General Condition 28. See Attachment A.

All other terms and conditions remain the same.

Approved by the City:



\_\_\_\_\_  
Jack Fong, Acting Director of OCA

9/8/11  
\_\_\_\_\_  
Date

Approved by Contractor:

\_\_\_\_\_  
Signature

9/13/11  
\_\_\_\_\_  
Date

Name and title

\_\_\_\_\_  
Jacqueline R. Coleman COO

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

P-280 (11/20/09)

**General Condition 28 has been revised and is hereby replaced in its entirety to read as follows:**

**28. Contract Term.** The contract period shall be for fifty-seven (57) months. The initial term of this Contract is the period from award execution date, approximately August 1, 2007, or the above-stated term date, whichever is later, through the last day of the month of a 57 consecutive month period.



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 3 Security Guard Services (Unarmed) - 1660 Mission

Hal Mar Jac Enterprises, Inc.  
dba McCoy's Patrol Services  
Jacqueline Coleman  
6271 Third Street, Suite A  
San Francisco, CA 94124  
E-mail: JingleJC@aol.com

Date: 07-21-11  
Buyer Name: Deirdre Dailey  
Term contract: 86063  
City Blanket No. BPSF 00001404  
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	08-01-07	07-31-09	\$1,000,000	
1	08-01-09	07-31-10	N/C	12 month extension
2	08-01-10	07-31-11	N/C	12 month extension; price increase
3	08-01-11	10-31-11	N/C	3 month extension; contract conditions updated

This modification 3 changes the contract as follows:

- It extends the contract term from August 1, 2011 through October 31, 2011.
- Adds Electronic Payment Section. See Attachment A.
- Updates and replaces various contractual conditions. See Attachment A.

All other terms and conditions remain the same.

Approved by the City:

Jabi Fong, Acting Director of OCA

7/25/11  
Date

Approved by Contractor:

Signature

7/27/11  
Date

Name and title

Jacqueline R. Coleman, COD

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

P-280 (11/20/09)

**Electronic Payment Section is added as follows:**

**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

**General Condition 28 has been revised and is hereby replaced in its entirety to read as follows:**

**28. Contract Term.** The contract period shall be for fifty-one (51) months. The initial term of this Contract is the period from award execution date, approximately August 1, 2007, or the above-stated term date, whichever is later, through the last day of the month of a 51 consecutive month period.

**General Condition 52 has been revised and is hereby replaced in its entirety to read as follows:**

**52. Minimum Compensation Ordinance ("MCO")**

a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco). A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

e. The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor

f. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

h. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

**General Condition 53 has been revised and is hereby replaced in its entirety to read as follows:**

**53. Requiring Health Benefits for Covered Employees.** Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at [www.sfgov.org/olse](http://www.sfgov.org/olse). Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

- h. Contractor shall keep itself informed of the current requirements of the HCAO.
- i. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.
- j. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.
- k. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.
- l. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.
- m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

**General Condition 60 has been revised and is hereby replaced in its entirety to read as follows:**

**60. Nondisclosure 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.

May. 14. 2010 2:40PM GSA-OCA CITY HALL

No. 0053 P. 2/2

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 2

Security Guard Services (Unarmed) - 1660 Mission Street

**Hal Mar Hac Enterprises, Inc.**  
dba McCoy's Patrol Services  
Jacqueline Coleman  
6271 Third Street, Suite A  
San Francisco, CA 94124  
E-mail: JingleJC@aol.com

Date: 05-05-10  
Buyer Name: Darlene Frohm  
Term contract: 86063  
City Blanket No. BPSF 00003404  
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	08-01-07	07-31-09	\$1,000,000	
1	08-01-09	07-31-10		
2	08-01-10	07-31-11		

This modification 2 changes the contract as follows:

It extends the contract from August 1, 2010 to July 31, 2011.

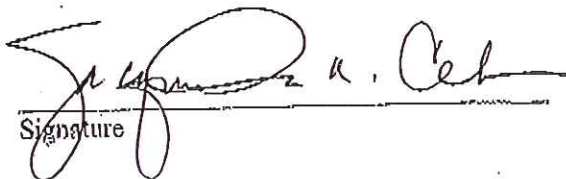
All other terms and conditions remain the same.

Approved by the City:

  
\_\_\_\_\_  
Naomi Kelly, Director of OCA and Purchaser

5-14-10  
\_\_\_\_\_  
Date

Approved by Contractor:

  
\_\_\_\_\_  
Signature

5/17/10  
\_\_\_\_\_  
Date

Name and title

Aug. 13. 2009 11:18AM

No. 6118 P. 2/2

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 No. 1

Security Guard Service (Unarmed) - 1660 Mission Street

**Hal Mar Mac Enterprises, Inc.**  
**dba McCoy's Patrol Services**  
Jacqueline Coleman  
6271 Third Street, Suite A  
San Francisco, CA 94124  
JingleJC@aol.com

Date August 7, 2009  
Buyer Name: Carolyn Sladnick  
Term contract **86063**  
Type: Service  
Not-to-exceed amount: \$1,000,000

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

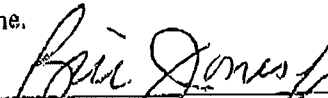
Modification	Start date	End date	Amount	Other changes
Original contract	8/01/07	7/31/09	N/C	
1	8/01/09	7/31/10	N/C	12 month extension, 2.1 % increase effective 9/01/09

This modification 1 changes the contract as follows:

It extends the contract from August 1<sup>st</sup>, 2009 to July 31<sup>st</sup>, 2010.  
2.1 % increase effective September 1<sup>st</sup>, 2009

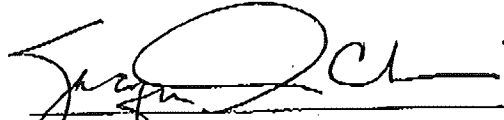
All other terms and conditions remain the same.

Approved by the City:

  
\_\_\_\_\_  
Naomi Kelly, Director of OCA and Purchaser

8-13-09  
\_\_\_\_\_  
Date

Approved by Contractor:

  
\_\_\_\_\_  
Signature  
Jacqueline A. Coleman, COO

8/14/09  
\_\_\_\_\_  
Date

Name and title

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