

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

### Shuttle Van Service – 1650 Mission Street

MV Transportation W.C. Pihl, Vice President <del>4620 W. America Drive</del> <i>5910 N. Central Expressway</i> <del>Fairfield, CA 94534</del> <i>Suite 1145</i> <i>Dallas, TX 75206</i> E-mail: <a href="mailto:wcpihl@mvtransit.com">wcpihl@mvtransit.com</a>	Date: 10/2/12 Buyer Name: Mike Ward Term contract: 68280 City Blanket No.: BPSF 00003507 Type: Bus Svc. Monthly Not-to-exceed amount: \$386,703.60
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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	11-01-08	10-31-11	\$77,201.76/YR	None
1	11-01-11	10-31-12	\$77,201.76/YR	None
2	11-01-12	10-31-13	\$77,896.56/YR	Extends Contract term from 11-1-12 to 10-31-13 and increases contract amount per contract fuel adjustment cause [Appendix A] [see Attachment A of this modification]

Modification 2 changes the Contract as follows:

- Extends contract from November 1, 2012 to October 31, 2013
- Increases Contract amount per contract fuel adjustment clause [Appendix A] see Attachment A.
- Adds and updates contract conditions. See Attachment B.

All other terms and conditions remain the same.

Approved by the City: <i>MSW</i>	 Jaci Hong, Director of OCA	<u>10/10/12</u> Date
Approved by Contractor:	 Signature	<u>10/10/12</u> Date
Name and title	<u>BRAD COENELSEN, CFO</u>	

Bureau of Labor Statistics

Attachment A

Consumer Price Index - All Urban Consumers  
Original Data Value

Series Id: CUURA422SETB, CUUSA422SETB  
 Not Seasonally Adjusted  
 Area: San Francisco-Oakland-San Jose, CA  
 Item: Motor fuel  
 Base Period: 1982-84=100  
 Years: 2011 to 2012

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2011	254.643	264.552	297.753	317.686	314.626	295.113	288.352	285.106	295.484	290.739	266.068	271.266	288.451	290.729	286.173
2012	280.517	302.724	327.962	317.962	325.378	301.192	285.891	310.778						309.289	

Appendix A - Fuel Adjustment

CPI for current period																310.778
Less CPI for previous period																285.106
Equals index point change																25.672
Divided by previous period CPI																0.0900
Equals index point change																100
Result multiplied by 100		0.0900437	X													9.00%
Equals percent change																
Current monthly contract price																\$6,433.48
10% of contract price																\$643.35
Allowable increase																\$57.90
Adjusted price - Fuel only																\$6,491.38

## Databases, Tables & Calculators by Subject

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### Consumer Price Index - All Urban Consumers

Series Id: CUURA422SETB, CUUSA422SETB  
 Not Seasonally Adjusted  
 Area: San Francisco-Oakland-San Jose, CA  
 Item: Motor fuel  
 Base Period: 1982-84=100

Download: .xls

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2002	100.0	100.0	112.4	126.3	123.4	125.3	127.5	126.1	125.1	123.2	128.4	125.8
2003	131.3	146.1	163.6	160.8	146.4	140.6	143.3	147.1	159.8	142.4	131.4	126.0
2004	128.5	142.3	161.1	163.7	172.3	175.2	168.3	161.0	160.9	178.8	178.7	163.3
2005	148.7	156.8	175.2	199.4	194.9	183.9	196.0	207.6	227.5	223.7	196.2	170.4
2006	179.3	190.3	194.5	221.1	249.9	242.5	241.0	237.4	214.6	192.5	187.9	195.5
2007	200.880	209.749	235.058	250.760	260.805	248.811	240.803	226.316	223.372	235.791	259.048	255.821
2008	250.212	248.039	274.961	290.676	306.873	343.212	341.875	314.230	293.935	265.876	185.407	144.347
2009	155.306	168.967	164.605	175.201	190.133	221.647	219.178	227.611	235.807	231.073	226.929	221.105
2010	229.591	223.012	232.353	235.419	236.233	234.727	239.542	240.431	230.834	236.366	241.685	246.287
2011	254.643	264.552	297.753	317.686	314.626	295.113	288.352	285.106	295.484	290.739	286.068	271.286
2012	280.517	302.724	327.962	317.962	325.378	301.192	285.891	310.778				

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**AWARD**

**Shuttle Van Services – 1650 Mission Street**  
For the Term November 1, 2008 through October 31, 2011

**APPENDIX A**

**G. Inexcusable Delay**

Contractor shall not be entitled to payment for inexcusable delay, which is defined as any delay not covered in Section E above whereby Contractor fails to meet its schedule for 60 consecutive minutes.

**H. Insurance**

Pursuant to General Order #101-E issued by the Public Utilities Commission of the State of California, Contractor shall procure and maintain throughout the term of the contract commercial general liability insurance and automobile liability insurance with an insurance carrier licensed in the State of California, each in amount of not less than five million dollars (\$5,000,000) for each occurrence.

Contractor shall procure and maintain throughout the term of the contract, Workers' Compensation insurance, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury or illness.

**I. Price Adjustments**

A general price increase in the first three years will be limited only changes in the Minimum Compensation Ordinance (MCO) labor rate. For any subsequent extensions, the prices may be increased or decreased commencing on or after 2011 and each calendar year thereafter. Such adjustments shall be a percentage increase or decrease of the prices for the previous twelve (12) month period. Such adjustments shall commence 30 days after notification and submission of satisfactory documentation and agreement of the Purchaser. It shall be Contractor's responsibility to request and to provide documentation satisfactory to the Purchaser to support any increases. Any price increase shall be limited to a maximum of 5% for each 12-month period unless approved by the Purchaser. The new adjusted price should include the applicable MCO labor rate and applicable overhead rate increases.

Commencing on the date of the award of the contract, a price increase or decrease related to the cost of motor fuel shall be granted no more often than once in a six month period and every six (6) months thereafter for the term of this Agreement, including any extensions, based on changes to the U.S. Department of Labor Consumer Price Index for All Urban Consumers (CPI-U) San Francisco, Oakland, San Jose Area Motor Fuel Index. Request for a Fuel Cost Adjustment must be made in writing. The index can be located at [www.data.bls.gov/cpi](http://www.data.bls.gov/cpi).

For purposes of this price adjustment, the City will assume the cost of fuel to be 10% of the total bid price. The City is establishing this as a constant and will use this factor for all bidders. The percent change in the index will then be applied to 10% of the bid price.

EXAMPLE: For illustration only

CPI for current period	303.504
Less CPI for previous period	258.004
Equals index point change	45.500
Divided by previous period CPI	258.004

### AWARD

Shuttle Van Services – 1650 Mission Street  
For the Term November 1, 2008 through October 31, 2011

#### APPENDIX A

Equals	0.176
Result multiplied by 100	$0.176 \times 100$
Equals percent change	17.6%
Current monthly contract price	\$6,000.00
10% of Contract price	\$600.00
Allowable increase $17.6\% \times 600$	\$105.60
Adjusted price	\$6,105.60

End of Appenndix

Electronic Payments Section is added in its entirety to the contract [Top of Page 3 of 44]

**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 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)

**General Condition 22 is deleted in its entirety and replaced with the following:**

**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.amlegal.com/nxt/gateway.dll/California/administrative/administrativecode?f=templates\\$fn-default.htm\\$3.0\\$vid=amlegal:sanfrancisco\\_ca\\$sync=1](http://www.amlegal.com/nxt/gateway.dll/California/administrative/administrativecode?f=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 for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get 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.

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 1 Dr. Carlton B. Goodlett Place  
 San Francisco, CA 94102-4685



# Contract Modification 1

## Shuttle Van Service – 1650 Mission Street

**MV Transportation**  
 W. C. Pihl, Vice President  
~~360 Campus Lane, Suite 201~~ *4620, W. America.*  
 Fairfield, CA 94534  
 E-mail: wcpihl@mvtransit.com

Date: 07-08-11  
 Buyer Name: Mike Wax  
 Term contract: 68280  
 City Blanket No. **BPSF 00003507**  
 Type: Bus Svc. Monthly  
 Not-to-exceed amount: \$77,201.76  
 12 month period

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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	11-01-08	10-31-11	\$77,201.76/YR	None
1	11-01-11	10-31-12	\$77,201.76/YR.	None

This modification 01 changes the contract as follows:

It extends the contract from NOVEMBER 1, 2011 TO OCTOBER 31, 2012.

All other terms and conditions remain the same.

Approved by the City:

*[Signature]*  
 Jaci Fong, Acting Director of OCA \_\_\_\_\_ Date 7/11/11

Approved by Contractor:

*[Signature]* \_\_\_\_\_ Date 7/25/11  
 Signature *D.S. Z*

Name and title

Brad Cornelsen, CFO