

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 8

Janitorial Paper Products

Waxie's Enterprises, Inc.
 Marklin Alford
 901 N. Canyons Pkwy.
 Livermore, CA 94550
 E-mail: malford@waxie.com

Date: 09-18-12
 Buyer Name: Dairdro Darley
 Term contract: 83021
 City Blanket No. BPSF00003341
 Type: Indefinite quantity
 Not-to-exceed amount: \$3,200,000

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

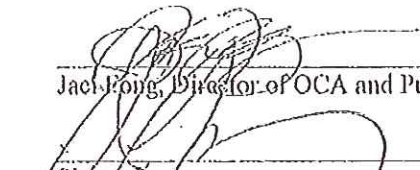
Modification	Start date	End date	Amount	Other changes
Original contract	05-01-07	04-30-09	\$1,000,000	
1	-	-	-	Not Processed
2	04-01-09	03-31-10	No Change	5% Price increase
3	05-01-09	04-30-10	No Change	Corrects contract term dates Update contract conditions
4	No Change	No Change	No Change	Price corrections
5	05-01-10	10-31-10	No Change	5% Price increase Deletion of items
6	11-01-10	10-31-11	\$ 2,500,000	Contract amount increased Update contract condition Add item
7	11-01-11	10-31-12	No Change	Extend Contract Term
8	11-01-12	10-31-13	No Change	Extend Contract Term; Increase Blanket; Update Conditions

This modification 8 changes the contract as follows:

- Extends the contract from November 1, 2012 to October 31, 2013 unless the City awards a new contract prior to the end of this contract term. If the City does award a new contract prior to October 31, 2013 vendor will be given at least thirty (30) days written Notice of Termination.
- Increases the not-to-exceed blanket amount by \$700,000 from \$2,500,000 to \$3,200,000.
- Updates various contract conditions, See Attachment A.

All other terms and conditions remain the same.

Approved by the City:


 Jack Wong, Director of OCA and Purchaser

Date

9/25/2012

Approved by Contractor:


 Signature
 JOHN C. BIELENBERG, Vice-President

Date
 Oct 2, 2012

Name and title

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

P-280 (11/20/09)

General Condition 60 has been revised and is hereby replaced as follows:

60. 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 has been revised and is hereby replaced as follows:

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.

Special Condition 85 has been revised and is hereby replaced as follows:

85. 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.

j. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insureds.

City and County of San Francisco
 Office of Contract Administration
 Purchasing Department
 City Hall, Room 430
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 San Francisco, CA 94102-4685



Contract Modification 7

Janitorial Paper Products

Waxie's Enterprises, Inc.
 Marklin Alford
 901 N. Canyons Pkwy.
 Livermore, CA 94550
 E-mail: malford@waxie.com

Date: 09-21-11
 Buyer Name: Deirdre Darley
 Term contract: 83021
 City Blanket No. BPSF00003341
 Type: Indefinite quantity
 Not-to-exceed amount: \$2,500,000

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


Modification	Start date	End date	Amount	Other changes
Original contract	05-01-07	04-30-09	\$1,000,000	
1	-	-	-	Not Processed
2	04-01-09	03-31-10	No Change	5% Price increase
3	05-01-09	04-30-10	No Change	Corrects contract term dates Update contract conditions
4	No Change	No Change	No Change	Price corrections
5	05-01-10	10-31-10	No Change	5% Price increase Deletion of items
6	11-01-10	10-31-11	\$ 2,500,000	Contract amount increased Update contract condition Add item
7	11-01-11	10-31-12	No Change	Extend Contract Term

This modification 7 changes the contract as follows:

It extends the contract from November 1, 2011 to October 31, 2012 unless the City awards a new contract prior to the end of this contract term. If the City does award a new contract prior to October 31, 2012 vendor will be given at least thirty (30) days written Notice of Termination.

All other terms and conditions remain the same.

Approved by the City:


 Jaci Fong, Acting Director of OCA

10/15/2011
 Date

Approved by Contractor:


 Signature

10-13-11
 Date

Name and title

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

Janitorial Paper Products

Waxie Enterprises, Inc.
 Marklin Alford
 901 W. Canyons Drive
 Livermore, CA 94551
 E-mail: malford@waxie.com

Date: 12-15-10
 Buyer Name: Pamela Olivier
 Term contract: 83021
 City Blanket No. BPSF00003341
 Type: Indefinite quantity
 Not-to-exceed amount: \$2,500,000

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

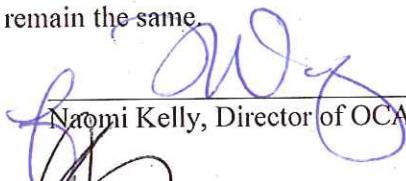
Modification	Start date	End date	Amount	Other changes
Original contract	05-01-07	04-30-09	\$1,000,000	
1	-	-	-	Not Processed
2	04-01-09	03-31-10	No Change	5% Price increase
3	05-01-09	04-30-10	No Change	Corrects contract term dates Update contract conditions
4	No Change	No Change	No Change	Price corrections
5	05-01-10	10-31-10	No Change	5% Price increase Deletion of items
6	11-01-10	10-31-11	\$ 2,500,000	Contract amount increased Update contract condition Add item

This modification 6 changes the contract as follows:

- It extends the contract from November 1, 2010 to October 31, 2011.
- Not to Exceed Amount increased from \$1,000,000 to \$2,500,000
- Update language in Section 29, Submitting False Claims; Monetary Penalties (Attachment "A")
- Add item 35. (Attachment "A").

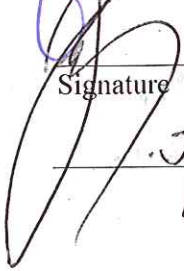
All other terms and conditions remain the same.

Approved by the City:


 Naomi Kelly, Director of OCA and Purchaser

12/23/2010
 Date

Approved by Contractor:


 Signature

11/5/2011
 Date

Name and title

JOHN C. BIELENBERG
 VICE PRESIDENT

Bid and Contract Conditions No. 29. Submitting False Claims; Monetary Penalties has been replaced.

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.

Item No. 35 has been added.

Item No.	Product	Waxie Part Number	Old Prices	New Prices
35.	Tissue, Toilet, Jumbo Senior, Compact Coreless, 2-Ply, White, 36 rolls of 1000 sheets per case, Georgia Pacific P/N 19375	850955	Not Applicable	\$ 39.90

Description of Item No. 35

Line 35

Waxie P/N 850955

TC 83021 Waxie Mod 6

Compact® Coreless 2-Ply Bathroom Tissue

High capacity rolls decrease service intervals, reduce the risk of run out, have 95% less packaging waste, and require half the storage space versus standard bathroom tissue.

Item Description:

Compact® coreless bath tissue is the answer to your core needs. Specifically designed to increase tissue capacity, Compact allows you to convert existing dispensers with the use of specially designed dispenser spindles. Up to twice the capacity means less maintenance intervals and reduced risk of product run-outs for improved patron satisfaction. Compact's unique packaging reduces inventory space required and makes storage and retrieval of product for refill much easier versus standard tissue in large corrugated boxes. This cost-effective coreless tissue will satisfy all of your customer and employee needs. Compact® offers the comfort of 2-ply softness with reliable performance you can count on. (Roll diameter 4.75")

Features & Benefits:

High capacity 1,000 sheets 2-ply tissue per roll reduces service calls to refill dispensers and reduces the risk of run out
Provides 95% waste reduction by eliminating corrugate box, roll cores, and inner wraps
100% tissue usage helps eliminate stub roll waste
Meets or exceeds EPA Comprehensive Procurement Guidelines for minimum post consumer fiber content
Variety of dispensing options to fit your facilities needs while enhancing patron's perception of the facility

Product Details

Brand Owner Georgia-Pacific

Brand Compact®

MFG Item# 19375

Color White

UP - UPC 073310193755

Each Per Ship Unit 36 Rolls

Items Per Each 1,000 Sheets

Case Total 36000 Sheets

Sheet (WxL) 3.850" x 4.050"

UNSPSC 14111704

Core Size 0.5

EPA CPG Compliant Yes

Min. PCW % 30%

Recycled % 100%

LEED EB&OM MR,IEQ,IO

Replaces Item 19376

Buy Multiple 28 CS

Buy Mult Qty Hi 4

Buy Mult Hgt (in) 46.2

Case Shipping Info

GTIN 10073310193752

Case Gross Wgt 23.890 lbs

Case Net Wgt 23.780 lbs

Case Dimensions 19.500" x 14.500" x
11.550"

Case Volume 1.880 CFT

Unit Shipping Info

TI-Qty/Layer 7

HI-Layers/Unit 8

Unit Qty 56

Unit Dimensions

(LxWxH)

48.500" x 43.500" x

92.400"

0 73310 19375

Apr. 9. 2010 5:21PM

No. 9042 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 5

Janitorial Paper Products

Waxie Enterprises, Inc.
John C. Belenbug
901 W. Canyons Drive
Livermore, CA 94550
E-mail: malford@waxie.com

Date: 04-09-10
Buyer Name: Howard Tevelosn
Term contract: 83021
City Blanket No. BPSF 00003341
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	05-01-07	04-30-09	\$1,000,000	
1				5% price inc. & Food Service Waste Reduction Requirements
2	05-01-09	03-31-10		5% price increase.
3	05-01-09	04-30-10		
4				Price correction

This modification 5 changes the contract as follows:

It extends the contract from May 1, 2010 to October 31, 2010.

In additions, the following items have been deleted 4, 4A, and 6. Items 1, 1A, 2, 2A, 5A, 9, and 32 have been increased by 5%. See attachment "A" for previous and current new prices.

All other terms and conditions remain the same.

Approved by the City:

Naomi Kelly

Naomi Kelly, Director of OCA and Purchaser

4-9-10

Date

Approved by Contractor:

John Bielski

Signature
John Bielski
Vice President

4/15/2010

Date

Name and title

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

P-280 (11/20/09)

Apr. 9. 2010 5:21PM

No. 9042 P. 3

Attachment "A"
 Contract No. 83021
 Contract Modification No. 5
 Janitorial Paper Products
 April 09, 2009

Item No.	Product	Old Prices	New Prices
1.	Paper Toilet Tissue	\$ 42.43	\$ 44.55
1A.	Paper Toilet Tissue	\$ 42.43	\$ 44.55
2.	Paper Toilet Tissue	\$ 42.43	\$ 44.55
2A	Paper Toilet Tissue	\$ 42.43	\$ 44.55
4.	Tissue, Toilet, Jumbo Senior	\$ 23.61	Deleted
4A.	Tissue, Toilet, Jumbo Senior	\$ 23.61	Deleted
5A.	Tissue, Toilet, Jumbo Junior	\$ 26.52	\$ 27.85
6.	Tissue, Toilet, Rollmaster Roll	\$ 36.90	Deleted
9.	Tissue Paper Toilet	\$ 33.44	\$ 35.11
32.	Napkin Sanitary #4 Vending	\$ 21.28	\$ 22.34

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

P-280 (11/20/09)

Received Time Apr. 15. 2010 1:38PM No. 9094

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 Office of Contract Administration
 Purchasing Department
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 1 Dr. Carlton B. Goodlett Place
 San Francisco, CA 94102-4685

RECEIVED
 PURCHASING DEPARTMENT
 09 NOV 30 AM 10:37



Contract Modification 4

Janitorial Paper Products

Waxie Enterprises, Inc.
 John C. Belenburg
 901 W. Canyons Drive
 Livermore, CA 94550

Date: October 29th, 2009
 Buyer Name: Darlene Frohm
 Term contract: **83021**
 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	5/01/07	4/30/09	\$1,000,000	
1	5/01/08	N/C	5% Price Inc	Add #89 Food Waste
2	4/01/09	3/31/10	5% Price Inc	Extension
3	5/01/09	4/30/10	N/C	Extension
4			N/C	Item correction

This modification 4 changes the contract as follows:

From Modification 2, see Attachment A for current prices:
 Note: Item 4 price correction from \$42.43 to \$23.61

All other terms and conditions remain the same.

Approved by the City:



 Naomi Kelly, Director of OCA and Purchaser

11-18-09

 Date

Approved by Contractor:

Signature _____

11/20/09

 Date

Name and title _____



Attachment A
Contract No. 83021
Contract Modification No. 4
Janitorial Paper Products
October 29th, 2009

Item No.	Product	Old Prices	New Prices
1.	Paper Toilet Tissue	\$ 40.41	\$ 42.43
1A.	Paper Toilet Tissue	\$ 40.41	\$ 42.43
2.	Paper Toilet Tissue	\$ 40.41	\$ 42.43
4.	Tissue, Toilet, Jumbo Senior	\$ 22.49	\$ 23.61
4A.	Tissue, Toilet, Jumbo Senior	\$ 22.49	\$ 23.61
5A.	Tissue, Toilet, Jumbo Junior	\$ 25.26	\$ 26.52
6.	Tissue, Toilet, Rollmaster Roll	\$ 35.14	\$ 36.90
9.	Tissue Paper Toilet	\$ 31.85	\$ 33.44
32.	Napkin Sanitary #4 Vending	\$ 20.27	\$ 21.28

City and County of San Francisco
Office of Contract Administration
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San Francisco, CA 94102-4685



Contract Modification 3

Janitorial Paper Products

Waxie Enterprises, Inc.
John C. Belenburg
901 W. Canyons Drive
Livermore, CA 94550

Date: April 28th, 2009
Buyer Name: Darlene Frohm
Term contract: 83021
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	5-01-07	4-30-09	\$1,000,000	
1	5-01-08		5% Price Inc	Add #89 Food Waste
2	4-01-09	3-31-10		
3	5-01-09	4-30-10	No Change	12 Months Extension

This Modification 3 changes the contract as follows:

It extends the contract from May 1st, 2009 through April 30th, 2010.

The following Conditions have been replaced and added to Contract 83021 (See Attachment A).

All other terms and conditions remain the same.

Approved by the City: Naomi Kelly 5-1-09
Date: 5-1-09
Naomi Kelly, Director of OCA and Purchaser

Approved by Contractor: [Signature] 5/15/09
Date: 5/15/09
Name and title: Waxie Enterprises

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

Acknowledge receipt and acceptance of this Contract Modification. Return to Purchaser, 1 Dr. Carlton B. Goodlett Place, Room 430, San Francisco, CA, 94102-4685. DUPLICATE COPY IS FOR YOUR FILES.

Attachment A
Contract No. 83021
Contract Modification No. 3
Janitorial Paper Products
April 28th, 2009

Replace the following Conditions to the Contract:

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 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.

Attachment A
Contract No. 83021
Contract Modification No. 3
Janitorial Paper Products
April 28th, 2009

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.

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

Attachment A
Contract No: 83021
Contract Modification No. 3
Janitorial Paper Products
April 28th, 2009

- (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.

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- (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;

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- (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
- (7) That in the event the City is the prevailing party in a civil action to recover liquidated damages for breach of a contract provision required by this Chapter, the contractor will be liable for the City's costs and reasonable attorneys fees.

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.

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Janitorial Paper Products
April 28th, 2009

Add the following Condition to the Contract:

90. 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 Department
 City Hall, Room 430
 1 Dr. Carlton B. Goodlett Place
 San Francisco, CA 94102-4685



Contract Modification 2

Janitorial paper Products

Waxie Enterprises, Inc.
 John C. Belenburg
 901 W. Canyons Drive
 Livermore CA 94550
 E-mail:

Date: 04/01/09
 Buyer Name: John Montenero
 Term contract: 83021
 Type: Indefinite quantity
 Not-to-exceed amount: \$ 1M

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

Modification	Start date	End date	Amount	other changes
Original contract	05-01-07	04-30-09	\$1,000,000	-
Modification 01	05-01-08		5% Price Incrs	Add Sec. 89 Food Waste

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This modification changes the contract as follows:

It extends the contract from 04/01/2009 TO 03/31/2010.

The following 5% price increase has been applied to the contract with the following: (See Attachment A)

All other terms and conditions remain the same.

Approved by the City: *Naomi Kelly* *4-2-09*
 Naomi Kelly, Director of OCA and Purchaser Date

Approved by Contractor: *[Signature]* *4/5/09*
 Signature Date

Name and title: *John Belenburg* *Waxie*

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

**Term Contract 83021 - Janitorial Paper Products
Contract Modification 2 - ATTACHMENT A**

Item No.	Product	Old Prices (Mod 1)	New Prices (Mod 2)
1.	Paper Toilet Tissue	\$ 40.41	\$ 42.43
1A.	Paper Toilet Tissue	\$ 40.41	\$ 42.43
2.	Paper Toilet Tissue	\$ 40.41	\$ 42.43
4.	Tissue, Toilet, Jumbo Senior	\$ 22.49	\$ 42.43
4A.	Tissue, Toilet, Jumbo Senior	\$ 22.49	\$ 23.61
5A.	Tissue, Toilet, Jumbo Junior	\$ 25.26	\$ 26.52
6.	Tissue, Toilet, Rollmaster Roll	\$ 35.14	\$ 36.90
9.	Tissue Paper Toilet	\$ 31.85	\$ 33.44
32.	Napkin Sanitary #4 Vending	\$ 20.27	\$ 21.28

Acknowledge receipt and acceptance of this Contract Modification. Return to Purchaser, 1 Dr. Carlton B. Goodlett Place, Room 430, San Francisco, CA, 94102-4685. DUPLICATE COPY IS FOR YOUR FILES.