

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 Chemicals, Soaps and Cleaners

Champion Chemical Co.  
 Attn: Dennis Hall  
 8319 S. Greenleaf Ave.  
 Whittier, CA 90602  
 E-mail: dennis@championchemical.com

Date: September 5, 2012  
 Buyer Name: Deirdre Darley  
 Term contract: 83436  
 Citywide Blanket: BPSF00003349  
 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 | 06-01-07   | 05-31-10  | \$ 1,000,000 |  |
| 1                 | No change  | No Change | No Change    | Price Increase   |
| 2                 | 06-01-10   | 11-30-10  | No Change    | Extend Term  |
| 3                 | 12-01-10   | 11-30-11  | No Change    | Extend Term; Add Electronic Payment; Update Conditions |
| 4                 | 12-01-11   | 05-31-12  | No Change    | Extend Term  |
| 5                 | 06-01-12   | 09-30-12  | No Change    | Extend Term; Add Condition                             |
| 6                 | 10-01-12   | 03-31-13  | No Change    | Extend Term; Update Conditions                         |

This modification 6 changes the contract as follows:

- Extends the contract from October 1, 2012 through March 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 March 31, 2013 vendor will be given at least thirty (30) days written Notice of Termination.
- Updates various contract conditions. See Attachment A.

All other terms and conditions remain the same



Approved by the City:

for Jaci Fong  
 Jaci Fong, Director of OCA and Purchaser

9/6/12  
 Date

Approved by Contractor:

Andy Ellis  
 Signature

9/13/12  
 Date

Name and title

Andrew Ellis - President

**Special Condition 64 has been revised and is hereby replaced in its entirety with the following:**

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

**Special Condition 85 has been revised and is hereby replaced in its entirety with the following:**

**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  
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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.

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## Contract Modification 5

### Janitorial Chemicals, Soaps and Cleaners

Champion Chemical Co.  
 Attn: Dennis Hall  
 P.O. Box 6261  
 Concord, CA 94524  
 E-mail: dennis@championchemical.com

Date: May 14, 2012  
 Buyer Name: Deirdre Darley  
 Term contract: 83436  
 Citywide Blanket: BPSF00003349  
 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 | 06-01-07   | 05-31-10  | \$ 1,000,000 |   |
| 1                 | No change  | No Change | No Change    | Price Increase  |
| 2                 | 06-01-10   | 11-30-10  | No Change    | Extend Term   |
| 3                 | 12-01-10   | 11-30-11  | No Change    | Extend Term/ Add Electronic Payment/<br>Update Conditions |
| 4                 | 12-01-11   | 05-31-12  | No Change    | Extend Term   |
| 5                 | 06-01-12   | 09-30-12  | No Change    | Extend Term/Add Condition                                 |

This modification 5 changes the contract as follows:

- It extends the contract from June 1, 2012 through September 30, 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 September 30, 2012 vendor will be given at least thirty (3) days written Notice of Termination.
- Adds "Getting Paid for Goods and/or Services from the City." See Attachment A.

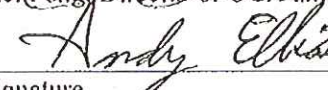
All other terms and conditions remain the same

Approved by the City:

  
 Jaci Pong, Director of OCA and Purchaser

5/16/2012  
 Date

Approved by Contractor:

  
 Signature

5/16/2012  
 Date

Name and title

Andrew Ellis - President

**“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)