

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

Food & Food Service Items for Camp Mather

SYSCO Food Service of Central California
 Bob Bartman, Regional Sales Manager
 136 South Mariposa Road
 Modesto, CA 95353
 E-mail: Bartman.Bob@centralca.sysco.com

Date: July 8, 2013
 Buyer Name: Deirdre Darley
 Term contract: 89264
 City Blanket No.: BPSF00003318
 Type: Indefinite quantity
 Not-to-exceed amount: \$2,920,000

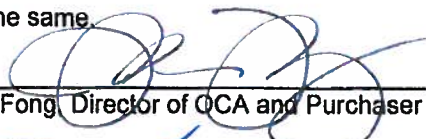

The history of this contract and its modifications is as follows:

Modification	Start date	End date	Amount	Other Changes
Original contract	10-01-06	09-30-09	\$ 1,000,000	
1	10-01-09	09-30-10		
2	No Change	No Change	\$ 1,300,000	NTE amount increased
3	04-01-10	09-30-11	\$ 1,500,000	Price Decrease & Extension
4	10-01-11	03-31-12	\$ 1,800,000	NTE amount increased
5	04-01-12	03-31-13	\$2,000,000	Extend Term; Add Electronic Payment; Update Conditions
6	No Change	No Change	\$ 2,200,000	Extend Term, increased NTE amount and updated conditions
7	04-01-13	03-31-14	\$ 2,420,000	NTE amount
8	No Change	No Change	\$ 2,920,000	Extend contract, increase NTE amount and update contract conditions
				Increase NTE amount

This modification 8 changes the contract as follows:

It increases the blanket not to exceed amount by \$500,000 from \$2,420,000 to \$2,920,000.

All other terms and conditions remain the same.

② Approved by the City:  7/17/2013
 Jaci Fong, Director of OCA and Purchaser Date
 Approved by Contractor:  7/18/2013
 Signature Date
 Name and title: JOE LYNCH, VP of SALES

Sign and return one original. The second original is for your records.

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Contract Modification 7

Food & Food Service Items for Camp Mather

SYSCO Food Service of Central California
 Bob Bartman, Regional Sales Manager
 136 South Mariposa Road
 Modesto, CA 95353
 E-mail: Bartman.Robert@centralca.sysco.com

Date: March 21, 2013
 Buyer Name: Daisy Aguallo
 Term contract: 89264
 Type: Indefinite quantity
 Not-to-exceed amount: \$2,420,000

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

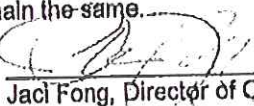
Modification	Start date	End date	Amount	Other Changes
Original contract	10-01-08	09-30-09	\$ 1,000,000	
1	10-01-09	09-30-10		
2	No change	No change	\$ 1,300,000	NTE amount increased
3	04-01-10	09-30-11	\$ 1,500,000	Price Decrease & Extension
4	10-01-11	03-31-12	\$ 1,800,000	NTE amount increased Extend Term; Add Electronic Payment; Update Conditions
5	04-01-12	03-31-13	\$2,000,000	Extend Term, increased NTE amount and updated conditions
6	No change	No change	\$ 2,200,000	NTE amount
7	04-01-13	03-31-14	\$ 2,420,000	Extend contract, increase NTE amount and update contract conditions

This modification 7 changes the contract as follows:

- Add \$220,000 to City Blanket - Not to exceed amount \$2,420,000
- Contract term is extended from March 31, 2013 to March 31, 2014
- Update Reporting language, See Attachment A

All other terms and conditions remain the same.

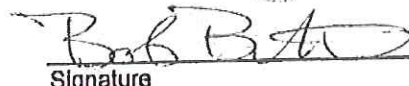
Approved by the City:


 Jaci Fong, Director of OCA and Purchaser

Date

3/21/2013

Approved by Contractor:


 Signature

Date

3/28/13

Name and title

BOB BARTMAN
 DIRECTOR OF BUSINESS RESOURCES

Sign and return one original. The second original is for your records.

MULTI-YEAR TERM CONTRACT

Each year, no later than February 15; Contractor shall submit a soft copy report of the total services ordered, by month, under this contract during the preceding calendar year (January 1 – December 31). The report must be in a format acceptable to City and must list by department or location the following: (1) all services awarded under this contract; and (2) total quantity and dollar value of each service ordered, including services for which there were no orders. Contractor must also furnish a separate similar report for the total of all services ordered by City which are not part of this Contract. Emailed reports must not be larger than **10MB**.

Contractor shall email reports to:

OCAVendor.Reports@sfgov.org

Any report files larger than **10MB** must be submitted in electronic format on CD-ROM or USB drive and mailed to the address shown below with the term contract number and “Annual Vendor Reporting” clearly marked on the envelope/packaging.

Contractor shall mail the reports to:

OCA Vendor Reporting
Re: Term Contract No. 89264
City and County of San Francisco
Office of Contract Administration – Purchasing
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685

29. Submitting False Claims-Monetary Penalties this condition has been revised as follows:

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?f=templates&fn=default.htm&vid=amlegal:sanfrancisco_ca. 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

65. Graffiti Removal – this condition has been removed from the contract.