

RX Date/Time 10/15/2013 10:53
Oct. 15. 2013 10:52AM

No. 0204 P. 2

P.002

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

Laundry Services for Laguna Honda Hospital (LHH)

Campus Laundry
Attn: Steve Syvertson, General Manager
675 Beach Drive
La Selva Beach, CA 95076-1904
E-mail: Steve@campuslaundry.org

Date: September 6, 2013
Buyer Name: John Danaher
Term Contract: 64010
City Blanket No. BPSF00003803
Type: Indefinite quantity
Not-to-exceed amount: \$6,000,000.00

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

Modification	Start date	End date	Amount	Other changes
Original contract	8/01/11	7/31/14	\$6,000,000	
1	8/15/12	to 7/31/14		Rate Increase 2.51% for All Items. Update payment condition.
2	8/01/13	to 7/31/14		Rate Increase 3.22% for All Items Update contract conditions.

This modification changes the contract as follows:

The rate for service on all items is increased by 3.22%, effective August 1, 2013 through July 31, 2014. See Attachment A for revised pricing and contract conditions.

All other terms and conditions remain the same.

Approved by the City:

Jaci Fong
Jaci Fong, Director of OCA and Purchaser

10/10/13
Date

Approved by Contractor:

Steve Syvertson
Signature

10/15/13
Date

Name and title

GM Steve Syvertson

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Attachment A
Term Contract 64010
Contract Modification No. 1
Campus Laundry
September 6, 2013

<u>Item No.</u>	<u>Description</u>	<u>Old Unit Price</u>	<u>New Unit Price</u>
1	LAUNDRY SERVICES, Laguna Honda Hospital: Includes, but not limited to; Flat Sheets, Fitted Sheets, Knitted Sheets, Incontinence Pads, Pillow Cases, Bath Blankets, Bath Towels, Patient Gowns, PJ Tops-Adult, PJ Pants-Adult, Various Food Service Linen (tablecloths, napkins & table skirts).	\$.4305 / Lb.	\$.4444 / Lb.

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 Contract Modification No. 1
 Campus Laundry
 September 6, 2013

Bid and Contract Condition 17 has been revised to replace references to Human Rights Commission ("HRC") with Contract Monitoring Division ("CMD") where noted:

17. NON-DISCRIMINATION 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 CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division (formerly San Francisco Human Rights Commission).

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.

Bid and Contract Condition 18 has been revised to replace references to Human Rights Commission ("HRC") with Contract Monitoring Division ("CMD") where noted:

18. LOCAL BUSINESS ENTERPRISE UTILIZATION; LIQUIDATED DAMAGES

a. **The LBE Ordinance.** Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this

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 Campus Laundry
 September 6, 2013

Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

b. Compliance and Enforcement

(1) **Enforcement.** If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Contract Monitoring Division (CMD) or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of CMD") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of CMD will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17. By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the CMD shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City. Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of CMD or the Controller upon request.

Bid and Contract Condition 22 has been revised to replace Internet address for the City's Administrative Code where noted:

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?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.

Bid and Contract Condition 32 has been revised to replace references to Human Rights Commission ("HRC") with Contract Monitoring Division ("CMD") where noted:

32. LBE ORDINANCE

To qualify for a bid discount under the provisions of Administrative Code Chapter 14B, an LBE must be certified by the Contracts Monitoring Division (formerly 'Human Rights Commission') by the Bid Due date. The certification application is available from CMD (415) 581-2310, and on the web. CMD's home page is:

<http://sfgsa.org/index.aspx?page=6130>

Click on the "LBE Certification" tab.

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Campus Laundry
September 6, 2013

Bid and Contract Condition 34 has been revised to replace references to Human Rights Commission ("HRC") with Contract Monitoring Division ("CMD") where noted:

34. BID PREFERENCE FOR BROKERAGE SERVICES

Pursuant to Section 14B.7 of the Administrative Code, a bid discount will only be awarded to an LBE directly responsible for providing materials, equipment, supplies or services to the City as required by the Bid solicitation. An LBE will be deemed to be directly responsible for providing the required commodity or service only if it regularly does business as a manufacturer, or authorized manufacturer's representative, dealer or distributor, stocking distributor, franchisee, licensee, service provider, or has another direct agency relationship with the manufacturer or provider of the solicited commodity or service, and has been so certified by the Contracts Monitoring Division. An LBE will be considered to be "regularly doing business", as that term is used in the foregoing paragraph, if in the normal course of business, it stocks, warehouses or distributes commodities to businesses or entities other than public entities having a local business preference program. Such a determination will be subject to audit by CMD. No preference will be given to an LBE engaging in brokerage, referral or temporary employment services not meeting this definition, unless those services are required and specifically requested by the department.

Bid and Contract Condition 44 has been revised and is hereby replaced in its entirety to read as follows:

**44. REPORTS BY CONTRACTOR
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, and any usage reports required prior to the extension of a Contract or Contract Modification. Emailed reports must not be larger than 10MB.

Contractor shall email reports to:

OCAVendorReports@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. 69500
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

Bid and Contract Condition 59. GRAFFITI REMOVAL has been deleted in its entirety.

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Sep. 4. 2012 11:07AM GSA-OCA CITY HALL

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



Contract Modification 1

Laundry Services for Laguna Honda Hospital (LHH)

Campus Laundry
Attn: Steve Syvertson, General Manager
675 Beach Drive
La Selva Beach, CA 95076-1904
E-mail: Steve@campuslaundry.org

Date August 2, 2012
Buyer Name: John Danaher
Term Contract: 64010
City Blanket No. BPSF00003803
Type: Indefinite quantity
Not-to-exceed amount: \$6,000,000.00

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

Modification	Start date	End date	Amount	Other changes
Original contract	8/01/11	7/31/14	\$6,000,000	
1	8/15/12	to 7/31/14		Rate Increase 2.51% for All Items. Update payment condition.

This modification changes the contract as follows:

The rate for service on all items is increased by 2.51%, effective August 15, 2012 through July 31, 2013. See Attachment A for revised pricing. Update contract condition "Getting paid for goods and/or services from the City."

All other terms and conditions remain the same.

Approved by the City:


Jack Long, Director of OCA and Purchaser

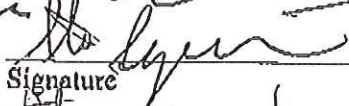
Date

8/31/2012

Approved by Contractor:

Signature

Date


Steve Syvertson GM/Partner

9/3/2012

Name and title

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Attachment A
 Term Contract 64010
 Contract Modification No. 1
 Campus Laundry
 August 2, 2012

<u>Item No.</u>	<u>Description</u>	<u>Old Unit Price</u>	<u>New Unit Price</u>
1	LAUNDRY SERVICES, Laguna Honda Hospital; Includes, but not limited to; Flat Sheets, Fitted Sheets, Knitted Sheets, Incontinence Pads, Pillow Cases, Bath Blankets, Bath Towels, Patient Gowns, PJ Tops-Adult, PJ Pants-Adult, Various Food Service Linen (tablecloths, napkins & table skirts).	\$.42 /Lb.	\$.4305 /Lb.

Update the following condition:

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.
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