

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 1

Medical Courier Services

Ace Courier Express
Attn: Raymundo Martinez
151 Potrero Ave #7
San Francisco, CA 94103
E-mail: Raymundo@AceCourierExpress.com

Date: July 31, 2013
Buyer Name: John Danaher
Term Contract: 69500
City Blanket No. BPSF00003727
Type: Indefinite quantity
Not-to-exceed amount: \$1,000,000.00

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

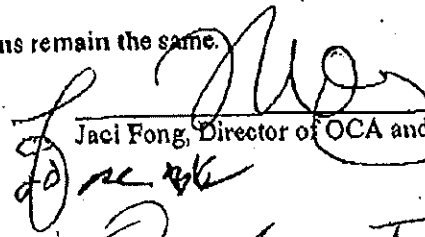
Modification	Start date	End date	Amount	Other changes
Original contract 1	7/01/11 7/01/13	6/30/14 to 6/30/14	\$1,000,000	Rate Increases for Specified Services, Services Added to Contract. Update contract conditions.

This modification changes the contract as follows:

The prices for services on Contract items are increased per the attached schedule. New Delivery Services are added to Contract. See Attachment A for updated pricing and revised terms and conditions of contract document.

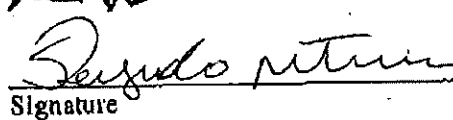
All other terms and conditions remain the same.

Approved by the City



Jaci Fong, Director of OCA and Purchaser
Date: 9/12/13

Approved by Contractor:



Signature
Date: 10/15/13

Name and title

Raymundo Martinez, CEO

PRICING SCHEDULE FOR COURIER DELIVERY SERVICES

FROM: DPH PICK-UP LOCATIONS LISTED
 TO: SFGH CLINICAL LABORATORY and/or SFDPH MICRO-LAB @ 101 GROVE ST.

PICK UP LOCATION	PICK UP SCHEDULE	OLD WEEKLY CHARGE	NEW WEEKLY CHARGE
TOM WADDELL HEALTH CENTER	M-T-W-Th-F 4:00 PM & 7:00 PM SAT 4:00 PM	\$182.00 /wk	\$193.00 /wk
CASTRO MISSION HEALTH CENTER	M-T-W-Th-F 12:00 PM & 4:00PM (No Friday 4:00 PM Pick-Up)	\$144.00 /wk	\$153.00 /wk
LARKIN STREET HEALTH CENTER	M-T-W-Th-F 4:30 PM	\$80.00 /wk	\$85.00 /wk
CURRY HEALTH CENTER	M-T-W-Th-F 4:40 PM	\$80.00 /wk	\$85.00 /wk
COLE STREET HEALTH CENTER	M-T-W-Th-F 4:40 PM	\$80.00 /wk	\$85.00 /wk
SOUTHEAST HEALTH CENTER	M-T-W-Th-F 11:30 AM & 4:30 PM	\$160.00 /wk	\$170.00 /wk
POTRERO HILL HEALTH CENTER	M-T-W-Th-F 4:40 PM	\$80.00 /wk	\$85.00 /wk
HEALTH AT HOME (Interoffice Mail Roundtrip)	M-T-W-Th-F 12:00 PM (est.)	\$160.00 /wk	\$170.00 /wk
MAXINE HALL HEALTH CENTER	M-W-F 12:00 PM FRI 4:30 PM	\$64.00 /wk	\$68.00 /wk
SILVER AVENUE FAMILY HEALTH CENTER	M-T-Th-F 4:15 PM (No Wednesday Pick-Up)	\$64.00 /wk	\$68.00 /wk
CHINATOWN HEALTH CENTER	M-T-W-Th-F 4:30 PM	\$80.00 /wk	\$85.00 /wk
OCEAN PARK HEALTH CENTER	M-T-W-Th-F 4:30 PM	\$80.00 /wk	\$85.00 /wk
YOUTH GUIDANCE CENTER	M-T-W-Th-F 5:30 PM	\$80.00 /wk	\$85.00 /wk
HOUSING AND URBAN HEALTH	M-T-W-Th-F 4:40 PM	\$80.00 /wk	\$85.00 /wk
LAGUNA HONDA HOSPITAL	M-T-W-Th-F 6:00 PM SAT-SUN 11:30 PM & 2:30 PM	\$168.00 /wk	\$177.00 /wk
ON CALL CLINICS:			
BALBOA TEEN CLINIC	Average 2 calls per week	\$34.00 /wk	\$36.00 /wk
MEDICAL RESPITE and SOBERING CENTER	Average 3 calls per week	\$50.00 /wk	\$54.00 /wk
VACATION RELIEF FOR DPH MAIL DRIVER (See Ex. A for Daily Mail Route Schedule)	Four (4) weeks per year	\$1,125.00 /wk	\$1,125.00 /wk (same)

ADDITIONAL SERVICES:

SERVICE	FREQUENCY	OLD CHARGE	NEW CHARGE
"STAT" DELIVERIES (Within SF City/County only)	As Needed -	\$17.00/TRIP	\$18.00/TRIP
SFGH-MT.ZION RADIOLOGY DELIVERIES	Scheduled -	\$16.00 /TRIP	\$17.00/TRIP
OUT OF CITY DELIVERIES (TO ADJACENT COUNTIES)	As Needed -	CALL FOR PRICE	CALL FOR PRICE

NEW ADDITIONAL SERVICES:

SERVICE	FREQUENCY	NEW CHARGE
"STAT" DELIVERIES (Weekends or After Regular Hours)	As Needed - 8:00 PM to 7:00 AM	\$30.00/TRIP
REGULAR DELIVERIES (Saturdays, Sundays & Holidays)	As Needed - 7:00 AM to 8:00 PM	\$23.00/TRIP
DIRECT "RUSH" SERVICE (To/From DPH Clinic Locations)	As Needed	+15% over Daily Rate per Pick-up

Bid and Contract Condition 17 has been revised and is replaced to incorporate the City department name change from HRC to CMD:

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 ("CMD," 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 and replaced to incorporate the City department name change from HRC to CMD:

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 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 and is hereby replaced in its entirety to read as follows:

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 and replaced to incorporate the City department name change from HRC to CMD:

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.

Bid and Contract Condition 34., **BID PREFERENCE FOR BROKERAGE SERVICES**, has been revised and is hereby replaced in its entirety to read as follows:

34. LBE BID DISCOUNT; 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 43 has been revised and is hereby replaced in its entirety to read as follows:

**43. 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:

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. 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.