

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 7

Janitorial Supplies

Santora Sales, Inc. dba Santora Sales
 ATTN: Abel David
 33 Bartlett Street
 San Francisco, CA 94110
 E-mail: SantoraSales@sbcglobal.net

Date: January 24, 2014
 Buyer Name: Deirdre Darley
 Term contract: 83047
 Citywide Blanket: BPSF00003359
 Type: Indefinite quantity
 Not-to-exceed amount: \$1,000,000

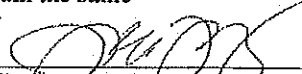
The history of this contract and its modifications is as follows:

Modification	Start date	End date	Amount	other changes
Original contract	03-01-07	02-28-09	\$ 1,000,000	
1	03-01-09	02-28-10	No Change	Food Service Waste Reduction
2	03-01-10	02-28-11	No Change	Extend Term
3	03-01-11	02-29-12	No Change	Extend Term/Update Contract Conditions
4	03-01-12	02-28-13	No Change	Extend Term/Increase Price Item 11
5	03-01-13	02-28-14	No Change	Extend Term
6	No Change	No Change	No Change	Assignment & Novation to Santora Sales, Inc." (Vendor # 87452) /BPSF00003359 with NTE amount of \$1,000,000. (New blanket needed due to Federal Tax ID change.)
7	03-01-14	02-28-15	No Change	Extend Term; Update Conditions

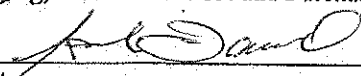
This modification 7 changes the contract as follows:

- It extends the contract term from March 1, 2014 through February 28, 2015. Pricing for all items is unchanged.
- It replaces contract conditions 24 "Nondiscrimination; Penalties", 29 "Submitting False Claims; Monetary Penalties", 50 "Reports by Contractor, 81 "Insurance" and deletes contract condition 65 "Graffiti Removal." See Attachment A.

All other terms and conditions remain the same

Approved by the City: 
 Jaci Fong, Director of OCA and Purchaser

1/30/2014
 Date

Approved by Contractor: 
 Signature

FEB 3 2014
 Date

Name and title: ABEL DAVID / Accountant

Bid and Contract Condition 24 is hereby deleted in its entirety and replaced with the following:

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 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 29 is hereby deleted in its entirety and replaced with the following:

29. 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/California/administrative/administrativecode?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:sanfrancisco_ca\\$sync=1](http://www.amlegal.com/nxt/gateway.dll/California/administrative/administrativecode?f=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca$sync=1). 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.

General Condition 50 is hereby deleted in its entirety and replaced with the following:

50. Reports by Contractor

Multi-year Term Contracts

Each year, no later than February 15; Contractor shall submit a soft copy report of the total items 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 items awarded under this contract; and (2) total quantity and dollar value of each item ordered, including items for which there were no orders. Contractor must also furnish a separate similar report for the total of all items 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. **83047**
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

General Condition 65 "Graffiti Removal" is hereby deleted in its entirety.

Special Condition 81 "Insurance" is hereby deleted in its entirety and replaced with the following:

81. 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. 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
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D. 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.

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 insured.

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Contract Modification 6

Janitorial Supplies

Santora Sales, Inc. dba Santora Sales
 Attn: Abel David
 33 Bartlett Street
 San Francisco, CA 94110
 E-mail: SantoraSales@sbcglobal.net

Date: July 12, 2013
 Buyer Name: Deirdre Darley
 Term contract: 83047
 Citywide Blanket: BPSF00003359
 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	03-01-07	02-28-09	\$ 1,000,000	
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5	03-01-13	02-28-14	No Change	Extend Term
6	No Change	No Change	No Change	Assignment & Novation to Santora Sales, Inc." (Vendor # 87452)/BPSF00003359 with NTE amount of \$1,000,000. (New blanket needed due to Federal Tax ID change.)

This modification 6 changes the contract as follows:

- Pursuant to the Assignment and Novation document dated July 19, 2013, the contract is assigned to Santora Sales, Inc. dba Santora Sales (vendor id # 87452). See attached revised company information.
- The definition of "Contractor" in the Agreement shall hereafter mean Santora Sales, Inc. dba Santora Sales.

All other terms and conditions remain the same

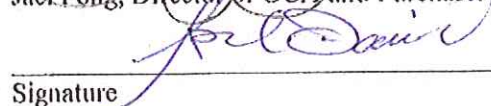


Approved by the City:


 Jasi Fong, Director of OCA and Purchaser

8/13/2013
 Date

Approved by Contractor:


 Signature

8/13/2013
 Date

Name and title

ABEL DAVID ACCOUNTANT

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

P-280 (11/20/09)

AWARD
Janitorial Supplies
For the Term July 19, 2013* through February 28, 2014

COMPANY INFORMATION

WARNING

Do not use any term contracts to purchase goods and/or services when using Federal, State or Special Funds. Term contracts may contain provisions that conflict with Federal or State provisions.

City departments must contact their assigned City Attorney for applicable provisions, procedures and relevant fund requirements.

Name of Company: Santora Sales, Inc. dba Santora Sales
Address: 33 Bartlett Street
City, State, Zip: San Francisco, CA 94110
Contact: Abel David
Telephone Number: (415) 282-3131
Fax Number: (415) 282-8823
24-Hour Emergency Number: (510) 326-8431
Toll-Free Number: None
E-mail: santorasales@sbcglobal.net
Payment Terms: N30
Federal Tax I.D. Number: **454230783**
Vendor Number: **87452**
Warehouse Location: 33 Bartlett Street
San Francisco, CA 94110
Will-Call Hours: 8:30 A.M. to 5:30 P. M.
CBPO Number: **BPSF00003359**

Award Items: 11, 12, 14, 15, 18 and 22

*Blanket will begin July 19, 2013 in conjunction with Assignment and Novation.