

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

Carbon Inserts for Muni Coaches

Affinity Resources Company, Inc.
 Manuel Rodriguez
 1385 Fairfax Avenue, Unit A
 San Francisco, CA 94124
 E-mail: mrodriguez@affinityr.com

Date: March 24, 2014
 Buyer Name: Carolyn Sladnick
 Term contract: 71700
 City Blanket No.: BPSF00003711
 Type: Indefinite quantity
 Not-to-exceed amount: \$2,000,000

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

Modification	Start date	End date	Amount	Other Changes
Original contract	04-01-11	03-31-14	\$ 2,000,000	
1	04-01-14	03-31-15	\$ 2,000,000	12-month contract extension Updates contract terms and conditions

This modification 1 changes the contract as follows:

- Extends the contract 12 (twelve) months from April 01, 2014 through March 31, 2015
- "Electronic payment" has been deleted in its entirety and replaced with "Getting paid for goods and/or services from the City"
- Condition 29, "Submitting False Claims-Monetary Penalties" has been updated
- Condition 44e, "LBE Subcontracting – HRC Data on LBE's" has been updated
- Condition 51, "Multi-Year Term Contract has been updated
- Condition 66, "Graffiti Removal" has been deleted
- Condition 79, "Payment" has been updated
- Condition 80, "Additional Items" has been updated. Refer to Attachment A.

All other terms and conditions remain the same.

Approved by the City:

[Handwritten initials]

[Handwritten signature]
 Jaci Fong, Director of OCA and Purchaser

[Handwritten date]

Date

Approved by Contractor:

Signature

Date

Name and title

Manuel C. Rodriguez President and CEO

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

Bid and Contract Condition "Electronic payment" is hereby deleted in its entirety and replaced with:

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

Bid and Contract Condition 29 "Submitting False Claims-Monetary Penalties" has been revised in its entirety and replaced with:

- 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 44e “LBE Subcontracting – HRC Data on LBEs” has been revised in its entirety and replaced with:

44e. LBE Subcontracting – CMD Data on LBEs. Contractor will obtain from CMD a copy of CMD's database of LBEs, and this or other information from CMD, shall be the basis for determining whether a LBE is confirmed with CMD. Contractor will obtain an updated copy of CMD's database at least **quarterly**. Please call CMD at (415) 581-2310.

General Condition 51 “Reports by Contractor – Multi-Year Term Contracts” has been revised in its entirety and replaced with:

51. 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. **71700**
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 66 “Graffiti Removal” has been deleted in its entirety.

Special Condition 79 "Payment" has been revised in its entirety and replaced with:

79. **Payment.** The City agrees to pay for all products in accordance with the prices quoted in the successful bid and subject to any applicable discount provisions contained in said bid. Payments shall be made by the City to Contractor in arrears, for **completed orders**, throughout the term of the contract. Invoices submitted by the Contractor must be in a form acceptable to Purchasing and Controller. All amounts paid by the City to the Contractor shall be subject to the audit by the City.

Special Condition 80 "Additional Items" has been revised in its entirety and replaced with:

80. **Additional Items.** If, in the satisfaction of governmental interests it is necessary to purchase additional items from Contractor, additional items may be added to this contract by mutual agreement of the parties. The aggregated cost of all additional items added to the contract, during the contract term, shall not exceed twenty percent (20%) of the total estimated value (cost) of the original contract. All requests to add additional items to the contract must be submitted by City Departments in writing to the Purchasing Division. All requests must include complete specifications, estimated quantities for the remainder of the contract period and a price quotation provided by the contractor, for each service. All additional items or services added to the contract shall be approved through issuance of a contract modification. In the event the aggregated cost of the contract increases by more than 20% of the total estimated value of the original contract, or the increase totals more than \$50,000, the amount over 20% or \$50,000, shall be bid in accordance with Standard Purchasing Procedures. The resulting bid award shall be added to the contract through a contract modification (same Contractor) or the issuance of a new contract (new Contractor) and include Contractor's name and information, complete service description, delivery information and pricing information.