

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 3

Envelopes; Printed Recycled

Cenveo Corporation
 Richard Jacala
 12990 SE Highway 212
 Clackamas, OR 97015
 E-mail: Richard.Jacala@Cenveo.com

Date: 08-15-14
 Buyer Name: Nishil Bali
 Term contract: 95904
 City Blanket No. BPSF00004015
 Type: Indefinite quantity
 Not-to-exceed amount: \$ 1,200,000

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

Modification	Start date	End date	Amount	Other changes
Original contract	09-01-09	08-31-12	\$ 1,000,000	
1	09-01-12	08-31-13	\$ 1,200,000	Extend contract; Increase NTE; Increase prices; Update standard clauses
2	09-01-13	08-31-14	\$ 1,200,000	Assignment & Novation to 'Cenveo Corporation' (Vendor # 11669 /BPSF00004015 with NTE amount of \$1,200,000) (New blanket needed due to Federal Tax ID change); extend term, increase prices
3	09-01-13	12-31-14	\$ 1,200,000	Extend contract for a period of four months

This modification 3 changes the contract as follows:

- It extends the contract term from Sep 1, 2014 through Dec 31, 2014 unless the City awards a new contract prior to the end of this contract term. If the City does award a new contract prior to Dec 31, 2014, vendor will be given at least 15 days written Notice of Termination. All pricing remains unchanged.
- It replaces General Condition 60: 'Earned Income Credit Forms' with 'Consideration of Criminal History in Hiring and Employment Decisions.'

All other terms and conditions remain the same.

Approved by the City: *Jaci Fong*
 for Jaci Fong, Director of OCA and Purchaser
 Date: 8/5/14

Approved by Contractor: *Richard Jacala*
 Signature: _____
 Date: 08/07/14

Name and title: Richard Jacala - Account Executive

General Condition 60 has been revised and is hereby replaced in its entirety to read as follows:

60. Consideration of Criminal History in Hiring and Employment Decisions

A. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

B. The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, and shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement.

C. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, 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.

D. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant's or potential applicant for employment, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

E. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 60(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

F. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

G. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

H. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

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 Purchasing Department
 City Hall, Room 430
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 San Francisco, CA 94102-4685



Contract Modification 2

Envelopes; Printed Recycled

Cenveo Corporation
 Richard Jacala
 12990 SE Highway 212
 Clackamas, OR 97015
 E-mail: Richard.Jacala@Cenveo.com

Date: 08-15-13
 Buyer Name: Deirdre Darley
 Term contract: 95904
 City Blanket No. BPSF00004015
 Type: Indefinite quantity
 Not-to-exceed amount: \$ 1,200,000

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

Modification	Start date	End date	Amount	Other changes
Original contract	09-01-09	08-31-12	\$ 1,000,000	
1	09-01-12	08-31-13	\$ 1,200,000	Extend contract; Increase NTE; Increase prices; Update standard clauses
2	09-01-13	08-31-14	\$ 1,200,000	Assignment & Novation to 'Cenveo Corporation' (Vendor # 11669 /BPSF00004015 with NTE amount of \$1,200,000) (New blanket needed due to Federal Tax ID change); extend term, increase prices

This modification 2 changes the contract as follows:

- Pursuant to the Assignment and Novation dated August 15, 2013, the contract is assigned to Cenveo Corporation (vendor id # 11669). See Attachment B revised company information.
- The definition of "Contractor" in the Agreement shall hereafter mean Cenveo Corporation.
- It extends the contract from September 1, 2013 through August 31, 2014.
- It increases pricing by 2.2% effective September 1, 2013. See Attachment A.

All other terms and conditions remain the same.




Approved by the City:


 Jaci Fong, Director of OCA and Purchaser

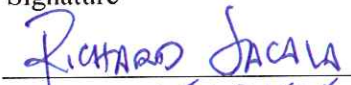
9/3/2013
 Date

Approved by Contractor:


 Signature

09/09/13
 Date

Name and title


 RICHARD JACALA
 ACCOUNT EXECUTIVE

Item No.	Description	Current Price (Inc. Storage)	New Price w/ PPI increase of 2.2%
1	Envelope, Sub.24#, white wove, plain, printed one SIZE: #6-3/4 (3-5/8" x 6-1/2") (9-LB./M-500 BOX) with return address with Black ink. <u>30 %PCW, Opacity 89, Brightness 92.</u> MINIMUM ORDER QUANTITY: 2,500	\$16.15 /box	\$16.51 /box
2	Envelope, Sub.24#, white wove, plain, printed one side with return address with Black ink. SIZE: #9 (3-7/8" x 8-7/8") (12-LB./M-500 BOX) <u>30 %PCW, Opacity 89, Brightness 92.</u> MINIMUM ORDER QUANTITY: 2,500	\$12.85 /box	\$13.13 /box
3	Envelope, Sub.24#, white wove, plain, printed one side w/return address, Black ink, SIZE: #10 (3-7/8" x 8-7/8") (12-LB./M-500 BOX) <u>30 %PCW, Opacity 89, Brightness 92.</u> MINIMUM ORDER QUANTITY: 2,500	\$12.75 /box	\$13.03 /box
4	Envelope, Sub.24#, white wove, plain, printed one side with return address w/Black ink. Printed one color (PMS-294 Blue) one side. Back seams is diagonal. <u>SF Water Dept. envelope.</u> SIZE: #10 (4-1/8" x 9-1/2") (14-LB./M-500 BOX) <u>30 %PCW, Opacity 89, Brightness 92.</u> MINIMUM ORDER QUANTITY: 2,500	\$10.84 /box	\$11.08 /box
5	Envelope, Sub. 24#, Ivory, <u>OCR glassine window</u> , printed one color (PMS-294 Blue) on <u>two</u> sides. Bar code below window 1/4" from bottom, 4" from right edge of envelope. Bar code on top 5/8" from top right most bar, 2" from right edge of envelope. <u>SF Water Dept. envelope.</u> SIZE: #9 (3-7/8" x 8-7/8") WINDOW SIZE 3/4" x 2-3/4" Window shall be 1" from left side, 7/8" from bottom. <u>10 %PCW, Opacity 91, Brightness N/A.</u> MINIMUM ORDER QUANTITY: 2,500	\$11.53 /box	\$11.78 /box
6	Envelope, Sub.24#, wht wove, glassine window, Printed one side w/return address in Black ink. Size: #10 (4-1/8"x9-1/2" Window 1-1/8"x4-1/2" Window is 7/8" from left side & 1/2" from bottom <u>30 %PCW, Opacity 89, Brightness 92.</u> MINIMUM ORDER QUANTITY: 2,500	\$13.36 /box	\$13.65 /box
7	Envelope, Sub.24#, wht wove, glassine window, printed one side with Black ink and message. Diagonal seam flap. The following words: <u>"DHS COURT OFFICE" must be placed in</u> <u>box above other text. Dept. of Human Services.</u> SIZE: #10 (4-1/8" x 9-1/2") (14-LB./M-500 BOX) WINDOW SIZE 1-1/8" x 4-1/2" Window shall be 1/2" from left side, 1/2" from bottom. <u>30 %PCW, Opacity 89, Brightness 92.</u>	\$14.43 /box	\$14.75 /box

Item No.	Description	Current Price (Inc. Storage)	New Price w/ PPI increase of 2.2%
	MINIMUM ORDER QUANTITY: 2,500		
8	Envelope, Sub.24#, white wove, glassine window, printed one side Black ink in upper left corner. Printed with multi-language text on back side of envelope. <u>Dept. of Human Services envelope.</u> SIZE: # (8-7/8" x 5-3/4")(20-LB./M-500 BOX) WINDOW SIZE 1-1/8" x 4-1/2" Window shall be 1/2" from left side, 1/2" from bottom. 30 %PCW, Opacity 89, Brightness 92. MINIMUM ORDER QUANTITY: 2,500	\$21.81 /box	\$22.29 /box
9	Envelope, Sub.24#, white wove, <u>custom open window</u> printed both sides w/Black ink, 1/2"solid color bars, wrap-around bleed on left, top edge & side seam (web style), with square flap. WINDOW 5/8"x1-1/2", <u>Dept. of Human Services envelope.</u> SIZE: #9 (3-7/8" x 8-7/8") (12-LB./M) 30 %PCW, Opacity 89, Brightness 92. MINIMUM ORDER QUANTITY: 2,500	See below	
9A.	Solid Color PMS 122 Yellow	\$17.98 /box	\$18.38 /box
9B.	Envelope, Sub.24#, white wove, glassine window,	\$17.98 /box	\$18.38 /box
9C.	Envelope, Sub.24#, white wove, glassine window,	\$17.98 /box	\$18.38 /box
9D.	Solid Color PMS 402 Gray	\$17.98 /box	\$18.38 /box
9E.	Solid Color PMS 300 Blue	\$17.98 /box	\$18.38 /box
9F.	No Solid Color Bar (plain)	\$17.98 /box	\$18.38 /box
10.	Envelope, Sub.24#, white wove, plain, print one side, w/return address Black ink, 1/2"solid color bars PMS 171 Coral, wrap-around bleed on left, top edge & side seam. First line of address reads: "ATTENTION: CASHIER-C120". <u>Dept. of Human Services envelope.</u> SIZE: #9 (3-7/8" x 8-7/8") (12-LB./M-500 BOX) 30 %PCW, Opacity 89, Brightness 92. MINIMUM ORDER QUANTITY: 2,500	\$15.68 /box	\$16.02 /box
11	Envelope, Sub.24#, white wove, glassine window, printed both sides w/Black ink. Black inside tint pattern, security paper with 10% screen and not interfere with bar code readers. OCRs must conform to Postal Regulations. Continuous glue seal. SIZE: #9 (3-7/8" x 8-7/8") (12-LB./M-500 BOX) WINDOW SIZE 1-1/8" x 4-1/2" Window shall be 1/2" from left side, 1/2" from bottom. 30 %PCW, Opacity 89, Brightness 92. MINIMUM ORDER QUANTITY: 2,500	\$22.03 /box	\$22.51 /box

Item No.	Description	Current Price (Inc. Storage)	/box	New Price w/ PPI increase of 2.2%	/box
12.	Envelope, Sub. 24#, White wove, glassine window, printed one side, Black ink. Diagonal seam flap. <u>Style KK. Tax Collector envelope.</u> SIZE: #10 (4-1/8" x 9-1/2"), WINDOW SIZE 1-1/2" x 4-3/4" Window shall be 7/8" from left side, 1/2" from bottom. <u>30 %PCW, Opacity 89, Brightness 92.</u> MINIMUM ORDER QUANTITY: 2,500	\$10.63	/box	\$10.86	/box
13.	Envelope, Sub.24#, white wove, glassine window, printed one side with Black ink. Must have diagonal seam flap. <u>Style EE-5. Tax Collector envelope.</u> SIZE: #10 (4-1/8" x 9-1/2") (14-LB./M-500 BOX) WINDOW SIZE 1-1/4" x 3-1/4" Window shall be 1/2" from the left side and 15/16" from the bottom. <u>30 %PCW, Opacity 89, Brightness 92.</u> MINIMUM ORDER QUANTITY: 2,500	\$10.59	/box	\$10.82	/box
14.	Envelope, Sub.24#, white wove, glassine window, printed one side with Black ink. (12lb./M-500 Bx) <u>Style AA-L. Tax Collector envelope.</u> SIZE: #8-5/8 (check) (3-5/8" x 8-5/8") WINDOW SIZE 1-3/16" x 4-1/2" Window shall be 1/2" from left side, 1/2" from bottom <u>30 %PCW, Opacity 89, Brightness 92.</u> MINIMUM ORDER QUANTITY: 2,500	\$26.83	/box	\$27.42	/box
15.	Envelope, Sub.24#, wht wove, printed one side, with Black ink, no window. Diagonal seam flap. <u>Style B. Tax Collector envelope.</u> SIZE: #10 (4-1/8" x9-1/2")(14-LB./M-500 BOX) <u>30 %PCW, Opacity 89, Brightness 92.</u> MINIMUM ORDER QUANTITY: 2,500	\$12.75	/box	\$13.03	/box
16.	Envelope, Sub.24#, white wove, glassine window, printed one side with Black ink. Diagonal seam flap. The following message: "IMPORTANT: PROPERTY TAX BILL ENCLOSED" must be on the envelope so bottom edge of printed message is at least 2-3/4" above bottom edge of envelope, no more than 4" above bottom edge of envelope. <u>Style EE-O. Tax Collector envelope.</u> SIZE: # (4-3/8" x 6 1/2") (14-LB./M-500 BOX) <u>30 %PCW, Opacity 89, Brightness 92.</u> MINIMUM ORDER QUANTITY: 2,500	\$14.15	/box	\$14.46	/box
17.	Envelope, Sub.24#, White wove, self-addressed, Bar Coding, printed both sides, one color PMS 247 Purple ink stripe and text, 1/2" wide stripe left edge front and back. <u>Style F-1. Tax Collector envelope.</u> SIZE: #9 (3-7/8" x 8-7/8") <u>30 %PCW, Opacity 89, Brightness 92.</u> MINIMUM ORDER QUANTITY: 2,500	\$15.68	/box	\$16.02	/box

Item No.	Description	Current Price (Inc. Storage)	/box	New Price w/ PPI increase of 2.2%	/box
18.	Envelope, Sub.24#, white wove, self-addressed, Bar Coding print both sides, color PMS 307 Blue ink stripe and text, 1/2" wide stripe left edge front/back, diagonal seam flap. <u>Style D-1. Tax Collector envelope.</u> SIZE: #9 (3-7/8" x 8-7/8") (12-LB./M-500 BOX) <u>30 %PCW, Opacity 89, Brightness 92.</u> MINIMUM ORDER QUANTITY: 2,500	\$15.68	/box	\$16.02	/box
19.	Envelope, Sub.24#, Tan wove, self-addressed with Bar Coding, printed on front/back, Black ink. Flap must have diagonal seam. <u>Style N-4. TaxCollector envelope.</u> SIZE: # (3-7/8" x 8") <u>10 %PCW, Opacity 97, Brightness N/A.</u> MINIMUM ORDER QUANTITY: 2,500	\$15.42	/box	\$15.76	/box
20.	Envelope, Sub.24#, Orange wove, self-addressed Bar coding printed on front and back, Black ink. Diagonal seam flap. <u>Style S. Tax Collector envelope.</u> SIZE: # (3-7/8" x 8") (12-LB./M-500 BOX) <u>10 %PCW, Opacity 97, Brightness N/A.</u> MINIMUM ORDER QUANTITY: 2,500	\$15.42	/box	\$15.76	/box
21	Envelope, Sub.24#, Lt Blue wove, self-addressed, with Bar Coding printed on front and back, Black ink. Diagonal seam flap. <u>Style Z. Tax Collector envelope.</u> SIZE: # (3-7/8" x 8") (12-LB./M-500 BOX) <u>10 %PCW, Opacity 98, Brightness N/A.</u> MINIMUM ORDER QUANTITY: 2,500	\$9.23	/box	\$9.43	/box
22	Envelope, Sub. 24#, white wove, self-addressed, w/Logo, print message on back " <i>Buy your Parking Meter Cards & Muni Passes online at www.sfmta.com</i> " (14-LB./M-500 BOX) #10 WINDOW SIZE 1-1/8" x 4-1/2" Window shall be 7/8" from left side, 1/2" from bottom. <u>30 %PCW, Opacity 89, Brightness 92.</u> MINIMUM ORDER QUANTITY: 2,500	\$14.20	/box	\$14.51	/box
23	Envelope, Sub. 24#, white wove, printed one side, with Black ink. Flap must have diagonal seam. The following message: "BUSINESS REPLY MAIL" with "FIRST CLASS MAIL PERMIT NO. 13632 SAN FRANCISCO, CA" Printed above the address. Also has "NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES" printed in the upper right-hand corner. <u>Form 1026. Dept. of Elections envelope.</u> SIZE: #9 (3-7/8" x 8-7/8") (12-LB./M-500 BOX) <u>30 %PCW, Opacity 89, Brightness 92.</u> MINIMUM ORDER QUANTITY: 2,500	\$15.68	/box	\$16.02	/box
24.	Envelope, 24#, Recycled White Wove w/Generic Security Tint. Special "Window plain, (1-1/8" x 4-1/2"), 1-1/8" left; 5/8" bottom), printed	\$19.83	/box	\$20.27	/box

Item No.	Description	Current Price (Inc. Storage)		New Price w/ PPI increase of 2.2%	
	(face and back side) with Black Ink. SIZE: # (4-3/8" x 8-5/8") (14-LB./M-500 BOX) <u>30 %PCW, Opacity 89, Brightness 92.</u> MINIMUM ORDER QUANTITY: 2,500				
25.	Envelope, Sub. 28#, Manila Kraft, printed, SIZE: #7 (3-1/28" x 6 1/2") (10-LB./M-500 BOX) <u>10 %PCW, Opacity 98, Brightness 57.</u> MINIMUM ORDER QUANTITY: 2,500	\$40.80	/box	\$41.70	/box
26.	Envelope, Sub. 28#, Manila Kraft, w/ regular gum, SIZE: (9" x 12") (40-LB./M-500 BOX) <u>10 %PCW, Opacity 98, Brightness 57.</u> MINIMUM ORDER QUANTITY: 2,500	\$56.78	/box	\$58.03	/box
27	Envelope, Coin 28#, Manila Kraft, print one side, SIZE: (3-7/8" x 7-1/2") (17-LB./M-500 BOX) <u>10 %PCW, Opacity 98, Brightness 57.</u> MINIMUM ORDER QUANTITY: 2,500	\$34.56	/box	\$35.32	/box
28	Envelope, Sub. 32#, Brown Kraft Booklet with 5" Un-gummed Flap, printed one side, SIZE: (9" x 11-1/2") (43-LB./M-500 BOX) <u>10 %PCW, Opacity 94, Brightness N/A.</u> MINIMUM ORDER QUANTITY: 2,500	\$125.33	/box	\$128.09	/box
28.	Envelope, 40#, Brown Kraft w/"Peel & Seal" Flap, print one side, SIZE: (10"x13")(74-lb./M-500 BX) <u>10 %PCW, Opacity 96, Brightness N/A.</u> MINIMUM ORDER QUANTITY: 2,500	\$111.47	/box	\$113.92	/box
29	Envelope, 40#, Brown Kraft, w/ "Peel & Seal", print one side, SIZE: (10"x13") (74-lb./M-500 BX) <u>10 %PCW, Opacity 96, Brightness N/A.</u> MINIMUM ORDER QUANTITY: 2,500	\$111.47	/box	\$113.92	/box
30.	11-pt. Manila Folder. Printed on Panels 1 & 3, SIZE: (9-1/2" x 11-5/8") (47-LB./M-500 BOX) <u>10 %PCW, Opacity 98, Brightness 57.</u> MINIMUM ORDER QUANTITY: 2,500	\$78.41	/box	\$80.14	/box
31	Proofs, Additional cost each (Price to include typesetting of envelopes and printing)	\$20.00	Ea.		
32.	Color Ink, additional charges, if any (Price to include all colors required)	\$20.00	Lot		
43	Freight (2500 Min. Order Qty)	\$5.00		\$ 4.81/per lot of 2,500	

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF CONTRACT ADMINISTRATION
PURCHASING

CONTRACT 95904

AWARD
Envelopes; Printed, Recycled
For the Term August 15, 2013* through August 31, 2014

AWARD SHEET

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

Name of Company: Cenvéo Corporation
Address: 12990 SE Highway 212
City, State, Zip: Clackamas, OR 97015
Contact: Richard Jacala
Telephone Number: (510) 207 – 1775
Fax Number: (510) 437 – 8921
24-Hour Emergency Number: (800) 888 – 3141 ext. 220
Toll-Free Number: (800) 888 – 3141
E-mail: Richard.Jacala@Cenvéo.com
Payment Terms: N30
Federal Tax I.D. Number: 841250534
Vendor Number: 11669
Warehouse Location: 13341 Cambridge Street
Santa Fe Springs, CA 90670
Will-Call Hours: 8:00 A.M. to 5:00 P.M.
CBPO Number: **BPSF00004015**

*Blanket will begin August 15, 2013 in conjunction with Assignment and Novation

City and County of San Francisco
 Office of Contract Administration
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Contract Modification 1

Envelopes; Printed Recycled

Cenveo
 Richard Jacala
 12990 SE Highway 212
 Clackamas, OR 97015
 E-mail: Richard.Jacala@Cenveo.com

Date: 08-29-12
 Buyer Name: Nishil Bali
 Term contract: 95904
 City Blanket No. BPSF 00003620
 Type: Indefinite quantity
 Not-to-exceed amount: \$ 1,200,000

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

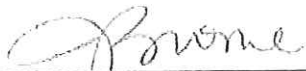
Modification	Start date	End date	Amount	Other changes
Original contract	09-01-09	08-31-12	\$ 1,000,000	
Modification # 1	09-01-12	08-31-13	\$ 1,200,000	Extend contract; Increase NTE; Increase rate; Update standard clauses

This modification 1 changes the contract as follows:

- It increases the not-to-exceed amount from \$1,000,000 to \$1,200,000.
- It extends contract from September 1, 2012 through August 31, 2013.
- It increases pricing by 5.77% per the annual percentage increase in the Employment Cost Index for Pharmaceutical and Envelope Manufacturing (NAICS07 322232) as published by the U.S. Department of Labor, Bureau of Labor Statistics. See Attachment A and attached documentation.
- It updates the terms and conditions of the contract per Attachment B.


All other terms and conditions remain the same.

Approved by the City:


 Jaci Fong, Director of OCA and Purchaser

8/31/12
 Date

Approved by Contractor:


 Signature

08/31/12
 Date

Name and title

RICHARD JACALA
 ACCOUNT EXECUTIVE

Item No.	Description	Current Price (Inc. Storage)	New Price w/ PPI increase of 5.77%
1	Envelope, Sub.24#, white wove, plain, printed one SIZE: #6-3/4 (3-5/8" x 6-1/2") (9-LB./M-500 BOX) with return address with Black ink. <u>30 %PCW, Opacity 89, Brightness 92.</u> MINIMUM ORDER QUANTITY: 2,500	\$15.27 /box	\$16.15 /box
2	Envelope, Sub.24#, white wove, plain, printed one side with return address with Black ink. SIZE: #9 (3-7/8" x 8-7/8") (12-LB./M-500 BOX) <u>30 %PCW, Opacity 89, Brightness 92.</u> MINIMUM ORDER QUANTITY: 2,500	\$12.15 /box	\$12.85 /box
3	Envelope, Sub.24#, white wove, plain, printed one side w/return address, Black ink, SIZE: #10 (3-7/8" x 8-7/8") (12-LB./M-500 BOX) <u>30 %PCW, Opacity 89, Brightness 92.</u> MINIMUM ORDER QUANTITY: 2,500	\$12.05 /box	\$12.75 /box
4	Envelope, Sub.24#, white wove, plain, printed one side with return address w/Black ink. Printed one color (PMS-294 Blue) one side. Back seams is diagonal. <u>SF Water Dept. envelope.</u> SIZE: #10 (4-1/8" x 9-1/2") (14-LB./M-500 BOX) <u>30 %PCW, Opacity 89, Brightness 92.</u> MINIMUM ORDER QUANTITY: 2,500	\$10.25 /box	\$10.84 /box
5	Envelope, Sub. 24#, Ivory, <u>OCR glassine window</u> , printed one color (PMS-294 Blue) on <u>two</u> sides. Bar code below window 1/4" from bottom, 4" from right edge of envelope. Bar code on top 5/8" from top right most bar, 2" from right edge of envelope. <u>SF Water Dept. envelope. SIZE: #9 (3-7/8" x 8-7/8")</u> <u>WINDOW SIZE 3/4" x 2-3/4"</u> Window shall be 1" from left side, 7/8" from bottom. <u>10 %PCW, Opacity 91, Brightness N/A.</u> MINIMUM ORDER QUANTITY: 2,500	\$10.90 /box	\$11.53 /box
6	Envelope, Sub.24#, wht wove, glassine window, Printed one side w/return address in Black ink. Size: #10 (4-1/8"x9-1/2" Window 1-1/8"x4-1/2" Window is 7/8" from left side & 1/2" from bottom <u>30 %PCW, Opacity 89, Brightness 92.</u> MINIMUM ORDER QUANTITY: 2,500	\$12.63 /box	\$13.36 /box
7	Envelope, Sub.24#, wht wove, glassine window, printed one side with Black ink and message. Diagonal seam flap. The following words: <u>"DHS COURT OFFICE" must be placed in</u> <u>box above other text. Dept. of Human Services.</u> SIZE: #10 (4-1/8" x 9-1/2") (14-LB./M-500 BOX) WINDOW SIZE 1-1/8" x 4-1/2" Window shall be 1/2" from left side, 1/2" from bottom. <u>30 %PCW, Opacity 89, Brightness 92.</u>	\$13.64 /box	\$14.43 /box

Item No.	Description	Current Price (Inc. Storage)	New Price w/ PPI Increase of 5.77%
	MINIMUM ORDER QUANTITY: 2,500		
8	Envelope, Sub.24#, white wove, glassine window, printed one side Black ink in upper left corner. Printed with multi-language text on back side of envelope. <u>Dept. of Human Services envelope.</u> SIZE: # (8-7/8" x 5-3/4")(20-LB./M-500 BOX) WINDOW SIZE 1-1/8" x 4-1/2" Window shall be 1/2" from left side, 1/2" from bottom. 30 %PCW, Opacity 89, Brightness 92. MINIMUM ORDER QUANTITY: 2,500	\$20.62 /box	\$21.81 /box
9	Envelope, Sub.24#, white wove, <u>custom open window</u> printed both sides w/Black ink, 1/2"solid color bars, wrap-around bleed on left, top edge & side seam (web style), with square flap. WINDOW 5/8"x1-1/2", <u>Dept. of Human Services envelope.</u> SIZE: #9 (3-7/8" x 8-7/8") (12-LB./M) 30 %PCW, Opacity 89, Brightness 92. MINIMUM ORDER QUANTITY: 2,500	See below	
9A.	Solid Color PMS 122 Yellow	\$17.00 /box	\$17.98 /box
9B.	Envelope, Sub.24#, white wove, glassine window,	\$17.00 /box	\$17.98 /box
9C.	Envelope, Sub.24#, white wove, glassine window,	\$17.00 /box	\$17.98 /box
9D.	Solid Color PMS 402 Gray	\$17.00 /box	\$17.98 /box
9E.	Solid Color PMS 300 Blue	\$17.00 /box	\$17.98 /box
9F.	No Solid Color Bar (plain)	\$17.00 /box	\$17.98 /box
10.	Envelope, Sub.24#, white wove, plain, print one side, w/return address Black ink, 1/2"solid color bars PMS 171 Coral, wrap-around bleed on left, top edge & side seam. First line of address reads: "ATTENTION: CASHIER-C120". <u>Dept. of Human Services envelope.</u> SIZE: #9 (3-7/8" x 8-7/8") (12-LB./M-500 BOX) 30 %PCW, Opacity 89, Brightness 92. MINIMUM ORDER QUANTITY: 2,500	\$14.82 /box	\$15.68 /box
11	Envelope, Sub.24#, white wove, glassine window, printed both sides w/Black ink. Black inside tint pattern, security paper with 10% screen and not interfere with bar code readers. OCRs must conform to Postal Regulations. Continuous glue seal. SIZE: #9 (3-7/8" x 8-7/8") (12-LB./M-500 BOX) WINDOW SIZE 1-1/8" x 4-1/2" Window shall be 1/2" from left side, 1/2" from bottom. 30 %PCW, Opacity 89, Brightness 92. MINIMUM ORDER QUANTITY: 2,500	\$20.83 /box	\$22.03 /box
12.	Envelope, Sub. 24#, White wove, glassine window,	\$10.05 /box	\$10.63 /box

Item No.	Description	Current Price (Inc. Storage)	New Price w/ PPI increase of 5.77%
	<p>printed one side, Black ink. Diagonal seam flap. <u>Style KK. Tax Collector envelope.</u> SIZE: #10 (4-1/8" x 9-1/2"), WINDOW SIZE 1-1/2" x 4-3/4" Window shall be 7/8" from left side, 1/2" from bottom. <u>30 %PCW, Opacity 89, Brightness 92.</u> MINIMUM ORDER QUANTITY: 2,500</p>		
13	<p>Envelope, Sub.24#, white wove, glassine window, printed one side with Black ink. Must have diagonal seam flap. <u>Style EE-5. Tax Collector envelope.</u> SIZE: #10 (4-1/8" x 9-1/2") (14-LB./M-500 BOX) WINDOW SIZE 1-1/4" x 3-1/4" Window shall be 1/2" from the left side and 15/16" from the bottom. <u>30 %PCW, Opacity 89, Brightness 92.</u> MINIMUM ORDER QUANTITY: 2,500</p>	\$10.01 /box	\$10.59 /box
14.	<p>Envelope, Sub.24#, white wove, glassine window, printed one side with Black ink. (12lb./M-500 Bx) <u>Style AA-L. Tax Collector envelope.</u> SIZE: #8-5/8 (check) (3-5/8" x 8-5/8") WINDOW SIZE 1-3/16" x 4-1/2" Window shall be 1/2" from left side, 1/2" from bottom <u>30 %PCW, Opacity 89, Brightness 92.</u> MINIMUM ORDER QUANTITY: 2,500</p>	\$25.37 /box	\$26.83 /box
15.	<p>Envelope, Sub.24#, wht wove, printed one side, with Black ink, no window. Diagonal seam flap. <u>Style B. Tax Collector envelope.</u> SIZE: #10 (4-1/8" x 9-1/2")(14-LB./M-500 BOX) <u>30 %PCW, Opacity 89, Brightness 92.</u> MINIMUM ORDER QUANTITY: 2,500</p>	\$12.05 /box	\$12.75 /box
16.	<p>Envelope, Sub.24#, white wove, glassine window, printed one side with Black ink. Diagonal seam flap. The following message: "IMPORTANT: PROPERTY TAX BILL ENCLOSED" must be on the envelope so bottom edge of printed message is at least 2-3/4" above bottom edge of envelope, no more than 4" above bottom edge of envelope. <u>Style EE-O. Tax Collector envelope.</u> SIZE: # (4-3/8" x 6 1/2") (14-LB./M-500 BOX) <u>30 %PCW, Opacity 89, Brightness 92.</u> MINIMUM ORDER QUANTITY: 2,500</p>	\$13.38 /box	\$14.15 /box
17.	<p>Envelope, Sub.24#, White wove, self-addressed, Bar Coding, printed both sides, one color PMS 247 Purple ink stripe and text, 1/2" wide stripe left edge front and back. <u>Style F-1. Tax Collector envelope.</u> SIZE: #9 (3-7/8" x 8-7/8") <u>30 %PCW, Opacity 89, Brightness 92.</u> MINIMUM ORDER QUANTITY: 2,500</p>	\$14.82 /box	\$15.68 /box

Item No.	Description	Current Price (Inc. Storage)	New Price w/ PPI increase of 5.77%
18.	Envelope, Sub.24#, white wove, self-addressed, Bar Coding print both sides, color PMS 307 Blue ink stripe and text, 1/2" wide stripe left edge front/back, diagonal seam flap. <u>Style D-1. Tax Collector envelope.</u> SIZE: #9 (3-7/8" x 8-7/8") (12-LB./M-500 BOX) <u>30 %PCW, Opacity 89, Brightness 92.</u> MINIMUM ORDER QUANTITY: 2,500	\$14.82 /box	\$15.68 /box
19.	Envelope, Sub.24#, Tan wove, self-addressed with Bar Coding, printed on front/back, Black ink. Flap must have diagonal seam. <u>Style N-4. TaxCollector envelope.</u> SIZE: # (3-7/8" x 8") <u>10 %PCW, Opacity 97, Brightness N/A.</u> MINIMUM ORDER QUANTITY: 2,500	\$14.58 /box	\$15.42 /box
20.	Envelope, Sub.24#, Orange wove, self-addressed Bar coding printed on front and back, Black ink. Diagonal seam flap. <u>Style S. Tax Collector envelope.</u> SIZE: # (3-7/8" x 8") (12-LB./M-500 BOX) <u>10 %PCW, Opacity 97, Brightness N/A.</u> MINIMUM ORDER QUANTITY: 2,500	\$14.58 /box	\$15.42 /box
21	Envelope, Sub.24#, Lt Blue wove, self-addressed, with Bar Coding printed on front and back, Black ink. Diagonal seam flap. <u>Style Z. Tax Collector envelope.</u> SIZE: # (3-7/8" x 8") (12-LB./M-500 BOX) <u>10 %PCW, Opacity 98, Brightness N/A.</u> MINIMUM ORDER QUANTITY: 2,500	\$8.73 /box	\$9.23 /box
22	Envelope, Sub. 24#, white wove, self-addressed, w/Logo, print message on back "Buy your Parking Meter Cards & Muni Passes online at www.sfmta.com" (14-LB./M-500 BOX) #10 WINDOW SIZE 1-1/8" x 4-1/2" Window shall be 7/8" from left side, 1/2" from bottom. <u>30 %PCW, Opacity 89, Brightness 92.</u> MINIMUM ORDER QUANTITY: 2,500	\$13.43 /box	\$14.20 /box
23	Envelope, Sub. 24#, white wove, printed one side, with Black ink. Flap must have diagonal seam. The following message: "BUSINESS REPLY MAIL" with "FIRST CLASS MAIL PERMIT NO. 13632 SAN FRANCISCO, CA" Printed above the address. Also has "NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES" printed in the upper right-hand corner. Form 1026. Dept. of Elections envelope. SIZE: #9 (3-7/8" x 8-7/8") (12-LB./M-500 BOX) <u>30 %PCW, Opacity 89, Brightness 92.</u> MINIMUM ORDER QUANTITY: 2,500	\$14.82 /box	\$15.68 /box
24.	Envelope, 24#, Recycled White Wove w/Generic Security Tint. Special "Window plain, (1-1/8" x 4-1/2"), 1-1/8" left; 5/8" bottom), printed	\$18.75 /box	\$19.83 /box

Item No.	Description	Current Price (Inc. Storage)	New Price w/ PPI increase of 5.77%
	(face and back side) with Black Ink. SIZE: # (4-3/8" x 8-5/8") (14-LB./M-500 BOX) <u>30 %PCW, Opacity 89, Brightness 92.</u> MINIMUM ORDER QUANTITY: 2,500		
25.	Envelope, Sub. 28#, Manila Kraft, printed, SIZE: #7 (3-1/28" x 6 1/2") (10-LB./M-500 BOX) <u>10 %PCW, Opacity 98, Brightness 57.</u> MINIMUM ORDER QUANTITY: 2,500	\$38.57 /box	\$40.80 /box
26.	Envelope, Sub. 28#, Manila Kraft, w/ regular gum, SIZE: (9" x 12") (40-LB./M-500 BOX) <u>10 %PCW, Opacity 98, Brightness 57.</u> MINIMUM ORDER QUANTITY: 2,500	\$53.68 /box	\$56.78 /box
27	Envelope, Coin 28#, Manila Kraft, print one side, SIZE: (3-7/8" x 7-1/2") (17-LB./M-500 BOX) <u>10 %PCW, Opacity 98, Brightness 57.</u> MINIMUM ORDER QUANTITY: 2,500	\$32.67 /box	\$34.56 /box
28	Envelope, Sub. 32#, Brown Kraft Booklet with 5" Un-gummed Flap, printed one side, SIZE: (9" x 11-1/2") (43-LB./M-500 BOX) <u>10 %PCW, Opacity 94, Brightness N/A.</u> MINIMUM ORDER QUANTITY: 2,500	\$118.49 /box	\$125.33 /box
28.	Envelope, 40#, Brown Kraft w/"Peel & Seal" Flap, print one side, SIZE: (10"x13")(74-lb./M-500 BX) <u>10 %PCW, Opacity 96, Brightness N/A.</u> MINIMUM ORDER QUANTITY: 2,500	\$105.39 /box	\$111.47 /box
29	Envelope, 40#, Brown Kraft, w/ "Peel & Seal", print one side, SIZE: (10"x13") (74-lb./M-500 BX) <u>10 %PCW, Opacity 96, Brightness N/A.</u> MINIMUM ORDER QUANTITY: 2,500	\$105.39 /box	\$111.47 /box
30.	11-pt. Manila Folder. Printed on Panels 1 & 3, SIZE: (9-1/2" x 11-5/8") (47-LB./M-500 BOX) <u>10 %PCW, Opacity 98, Brightness 57.</u> MINIMUM ORDER QUANTITY: 2,500	\$74.13 /box	\$78.41 /box
31	Proofs, Additional cost each (Price to include typesetting of envelopes and printing)	\$20.00	Ea.
32.	Color Ink, additional charges, if any (Price to include all colors required)	\$20.00	Lot
43	Freight (2500 Min. Order Qty)	\$5.00	

"Getting paid for goods and/or services from the City" section is hereby added as follows:

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: AC11.Support@sfgov.org

Bid and Contract Condition 29 has been revised and is hereby replaced in its entirety to read as follows:

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 64 has been deleted and is hereby replaced in its entirety to read as follows:

64. Not used

Special Condition 92 has been revised and is hereby replaced in its entirety to read as follows:

92. 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. 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.

d. 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
San Francisco, CA 94102-4685

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 insureds.