

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 4

## Towing and Roadside Assistance for City Owned Vehicles

<b>Vendor name</b>	Atlas Towing Services, Inc.	<b>Date</b>	August 22, 2014
<b>Sales rep</b>	Mark Yebra	<b>Buyer Name:</b>	Mark Farley
<b>Address</b>	PO Box 880370	<b>Term Contract:</b>	68183
<b>Address</b>	San Francisco, CA 94188-0370	<b>City Blanket No.</b>	<b>BPSF00003603</b>
<b>E-mail:</b>	Mark@AtlasTow.com	<b>Type:</b>	Indefinite quantity
		<b>Not-to-exceed amount:</b>	\$495,000

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

Modification	Start date	End date	NTE Amount	Other changes
Original contract	08/01/09	07/31/10	\$405,250	
Modification No. 1	08/01/10	07/31/12	No change	Rate Increase
Modification No. 2	08/01/12	07/31/13	No change	Extend Contract; Rate Increase; Update Contract Conditions
Modification No. 3	08/01/13	07/31/14	No change	Extend Contract; Rate Increase; Update Contract Conditions
Modification No. 4	08/01/14	07/31/15	\$495,000	Extend Contract; Increase NTE; Update Contract Conditions

This modification 4 changes the contract as follows:

- It extends contract from August 1, 2014 through July 31, 2015.
- It increases the NTE amount to \$495,000
- It updates the terms and conditions of the contract per Attachment A

All other terms and conditions and pricing will remain unchanged.

Approved by the City:

FOR   
 Jaci Fong, Director of OCA and Purchaser

8/27/14  
 Date

Approved by Contractor:

  
 Signature

8-28-14  
 Date

Name and title

MARK YEBRA General Manager

**Bid and Contract Condition 53 has been revised and is hereby replaced in its entirety to read as follows:**

**53. 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 53(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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## Contract Modification 3

### Towing and Roadside Assistance for City-Owned Vehicles

Vendor name	Atlas Towing Services, Inc.	Date	June 14, 2013
Sales rep	Mark Yeبرا	Buyer Name:	Nishil Bali
Address	55 Napoleon Street	Term contract:	68183
Address	San Francisco, CA 94124	City Blanket No.	BPSF00003603
E-mail:	<u>Mark@AtlasTow.com</u>	Type:	Indefinite quantity
		Not-to-exceed amount:	\$405,250

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

Modification	Start date	End date	NTE Amount	Other changes
Original contract	08/01/09	07/31/10	\$405,250	
	08/01/10	07/31/11	No change	Rate increase
	08/01/12	07/31/13	No change	Extend Contract; Increase Rate; Update Contract Conditions
	08/01/13	07/31/14	No change	Extend Contract; Increase Rate; Update Contract Conditions

This modification 3 changes the contract as follows:

- It extends contract from August 1st, 2013 through July 31th, 2014.
- It increases pricing by 8.69% per the annual percentage increase in the Employment Cost Index for private industry workers in Motor Vehicle Towing Service for San Francisco County 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.

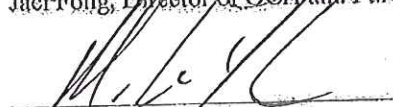
All other terms and conditions remain the same.

Approved by the City:

  
 Jaci Fong, Director of OCA and Purchaser

6/14/2013  
 Date

Approved by Contractor:

  
 Signature

6-25-13  
 Date

Name and title

MARK YEبرا General Manager

CCSF Category (vehicle types)	CCSF 08/01/10- 07/31/11 Fee	CCSF 08/01/11 – 07/31/12 Fee with 8.2 % increase*	CCSF 08/01/12 – 07/31/13 Fee with 8.69 % increase*
Front/Rear Towing Service (Up to 26,499)	\$137.50	\$148.78	\$161.70
Flat Bed Service	\$33.00	\$35.71	\$38.81
Low Bed Service	\$33.00	\$35.71	\$38.81
<b>STORAGE</b> First Day after first four (4) hours fee	\$16.50	\$17.85	\$19.40
Subsequent Days (each 24 hour interval)	\$16.50	\$17.85	\$19.40
<b>JUMP START</b> (Flat Rate charge)	\$33.00	\$35.71	\$38.81
Flat Rate Charge	\$33.00	\$35.71	\$38.81
Front/Rear Towing Service (Over 26,500)	\$247.50	\$267.80	\$291.07
Flat Bed Service	\$33.00	\$35.71	\$38.81
Low Bed Service	\$33.00	\$35.71	\$38.81
<b>STORAGE</b> First Day after first four (4) hours fee	\$16.50	\$17.85	\$19.40
Subsequent Days (each 24 hour interval)	\$16.50	\$17.85	\$19.40
<b>JUMP START</b> (Flat Rate charge)	\$33.00	\$35.71	\$38.81
Flat Rate Charge	\$33.00	\$35.71	\$38.81

\*Based on the Employment Cost Index for Private Industry Workers in Towing Service occupations for 2009 to 2010

\*\*Based on the Employment Cost Index for Private Industry Workers in Towing Service occupations for 2010 to 2011



**Bid and Contract Condition 17 has been revised and is hereby replaced in its entirety to read as follows:**

**17. 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 18 has been revised and is hereby replaced in its entirety to read as follows:**



**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.

**(2) Subcontracting Goals.** The LBE subcontracting participation goal for this contract is 20 %. Contractor shall fulfill the subcontracting commitment made in its bid or proposal. Each invoice submitted to City for payment shall include the information required in the CMD Progress Payment Form and the CMD Payment Affidavit. Failure to provide the CMD Progress Payment Form and the CMD Payment Affidavit with each invoice submitted by Contractor shall entitle City to withhold 20% of the amount of that invoice until the CMD Payment Form and the CMD Subcontractor Payment Affidavit are provided by Contractor. Contractor shall not participate in any back contracting to the Contractor or lower-tier subcontractors, as defined in the LBE Ordinance, for any purpose inconsistent with the provisions of the LBE Ordinance, its implementing rules and regulations, or this Section.

**(3) Subcontract Language Requirements.** Contractor shall incorporate the LBE Ordinance into each subcontract made in the fulfillment of Contractor's obligations under this Agreement and require each subcontractor to agree and comply with provisions of the ordinance applicable to subcontractors. Contractor shall include in all subcontracts with LBEs made in fulfillment of



Contractor's obligations under this Agreement, a provision requiring Contractor to compensate any LBE subcontractor for damages for breach of contract or liquidated damages equal to 5% of the subcontract amount, whichever is greater, if Contractor does not fulfill its commitment to use the LBE subcontractor as specified in the bid or proposal, unless Contractor received advance approval from the Director of CMD and contract awarding authority to substitute subcontractors or to otherwise modify the commitments in the bid or proposal. Such provisions shall also state that it is enforceable in a court of competent jurisdiction. Subcontracts shall require the subcontractor to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination of this contract and to make such records available for audit and inspection by the Director of CMD or the Controller upon request.

(4) **Payment of Subcontractors.** Contractor shall pay its subcontractors within three working days after receiving payment from the City unless Contractor notifies the Director of CMD in writing within ten working days prior to receiving payment from the City that there is a bona fide dispute between Contractor and its subcontractor and the Director waives the three-day payment requirement, in which case Contractor may withhold the disputed amount but shall pay the undisputed amount. Contractor further agrees, within ten working days following receipt of payment from the City, to file the CMD Payment Affidavit with the Controller, under penalty of perjury, that the Contractor has paid all subcontractors. The affidavit shall provide the names and addresses of all subcontractors and the amount paid to each. Failure to provide such affidavit may subject Contractor to enforcement procedure under Administrative Code §14B.17.

**General Condition 35 has been revised and is hereby replaced in its entirety to read as follows:**

**35. 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.

**General 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:

[OCAVendor.Reports@sfgov.org](mailto: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. 68183  
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 58: Contract Product / Service quality report has been deleted in its entirety**

**General Condition 60: Graffiti removal has been deleted in its entirety**

City and County of San Francisco  
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 San Francisco, CA 94102-4685



## Contract Modification 2

### Towing and Roadside Assistance for City Owned Vehicles

Vendor name	Atlas Towing Services, Inc.	Date	July 06, 2012,
Sales rep	Mark Yebra	Buyer Name:	Nishil Ball
Address	55 Napoleon Street	Term contract:	68183
Address	San Francisco, CA 94124	City Blanket No.	BPSF00003603
E-mail:	mark@atlastow.com	Type:	Indefinite quantity
		Not-to-exceed amount:	\$405,250

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

Modification	Start date	End date	NTE Amount	Other changes
Original contract	08/01/09	07/31/10	\$405,250	
	08/01/10	07/31/11	No change	10% increase
	08/01/12	07/31/13	No change	Extend Contract; Increase Rate; Update Contract Conditions

This modification 2 changes the contract as follows:

- It extends contract from August 1st, 2012 through July 31th, 2013.
- It increases pricing by 8.2% per the annual percentage increase in the Employment Cost Index for private industry workers in Motor Vehicle Towing Services for San Francisco County as published by the U.S. Department of Labor, Bureau of Labor Statistics. See Attachment A.
- 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*  
 Jaci Fong, Director of OCA and Purchaser

8/13/12  
 Date

Approved by Contractor:

Signature

*MARK YEBRA*

8-13-12  
 Date

Name and title:

This modification 2 changes the contract as follows:

<b>CCSF Category (vehicle types)</b>	<b>CCSF 08/01/10-07/31/12 Fee</b>	<b>CCSF 08/01/11 – 07/31/13 Fee with 8.2 % increase</b>
Front/Rear Towing Service ( <b>Up to 26,499</b> )	\$137.50	\$148.78
Flat Bed Service	\$33.00	\$35.71
Low Bed Service	\$33.00	\$35.71
<b>STORAGE</b> First Day after first four (4) hours fee	\$16.50	\$17.85
Subsequent Days (each 24 hour interval)	\$16.50	\$17.85
<b>JUMP START</b> (Flat Rate charge)	\$33.00	\$35.71
Flat Rate Charge	\$33.00	\$35.71
Front/Rear Towing Service ( <b>Over 26,500</b> )	\$247.50	\$267.80
Flat Bed Service	\$33.00	\$35.71
Low Bed Service	\$33.00	\$35.71
<b>STORAGE</b> First Day after first four (4) hours fee	\$16.50	\$17.85
Subsequent Days (each 24 hour interval)	\$16.50	\$17.85
<b>JUMP START</b> (Flat Rate charge)	\$33.00	\$35.71
Flat Rate Charge	\$33.00	\$35.71



**“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](http://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](mailto:ACH.Support@sfgov.org)

**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/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 has been revised and is hereby replaced in its entirety to read as follows:**

**50. First Source Hiring Program**

**a. Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapter 83 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 Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

**b. First Source Hiring Agreement.** As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs may be certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may



train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

**c. Hiring Decisions.** Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

**d. Exceptions.** Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

**e. Liquidated Damages.** Contractor agrees:



- (1) To be liable to the City for liquidated damages as provided in this section;
- (2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;
- (3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.
- (4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;
- (5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:
  - A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and
  - B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to

quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

**f. Subcontracts.** Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.



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

## Towing and Roadside Assistance for City Owned Vehicles

<b>Vendor name</b>	Atlas Towing Services, Inc.	<b>Date</b>	December 1, 2010
<b>Sales rep</b>	Mark Yebra	<b>Buyer Name:</b>	Daisy Aguallo
<b>Address</b>	55 Napoleon Street	<b>Term contract:</b>	68183
<b>Address</b>	San Francisco, CA 94124	<b>City Blanket No.</b>	BPSF00003604 <sup>X3</sup>
<b>E-mail:</b>	mark@atlastow.com	<b>Type:</b>	Indefinite quantity <sup>nl</sup>
		<b>Not-to-exceed amount:</b>	\$1,000,000

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

Modification	Start date	End date	Amount	Other changes
Original contract	08/01/09	07/31/12	\$525,000	
	08/01/10	07/31/11	N/C	10% increase

This modification 1 changes the contract as follows:

CCSF Category (vehicle types)	CCSF 08/01/09-07/31/10 Fee	CCSF 08/01/10 – 07/31/11 Fee with 10 % increase
Front/Rear Towing Service ( <b>Up to 26,499</b> )	\$125.00	\$137.50
Flat Bed Service	\$30.00	\$33.00
Low Bed Service	\$30.00	\$33.00
<b>STORAGE</b> First Day after first four (4) hours fee	\$15.00	\$16.50
Subsequent Days (each 24 hour interval)	\$15.00	\$16.50
<b>JUMP START</b> (Flat Rate charge)	\$30.00	\$33.00
Flat Rate Charge	\$30.00	\$33.00
Front/Rear Towing Service ( <b>Over 26,500</b> )	\$225.00	\$247.50
Flat Bed Service	\$30.00	\$33.00
Low Bed Service	\$30.00	\$33.00
<b>STORAGE</b> First Day after first four (4) hours fee	\$15.00	\$16.50
Subsequent Days (each 24 hour interval)	\$15.00	\$16.50
<b>JUMP START</b> (Flat Rate charge)	\$30.00	\$33.00
Flat Rate Charge	\$30.00	\$33.00

All other terms and conditions remain the same.

Approved by the City:

*Jaci Fong*  
 Jaci Fong, Acting Director of OCA and Purchaser

2/4/11  
 Date

Approved by Contractor:

*Mark Yebra*  
 Signature  
 Mark YEBRA

2-4-11  
 Date

Name and title

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