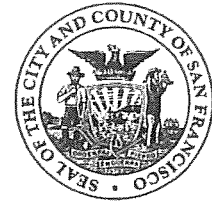


City and County of San Francisco
 Office of Contract Administration
 Purchasing Department
 City Hall, Room 430
 1 Dr. Carlton B. Goodlett Place
 San Francisco, CA 94102-4685



Contract Modification 2

Uniforms, Muni Railway Personnel

Galls, LLC
 Melissa Castro
 1740 Cesar Chavez
 San Francisco, CA 94124
 Castro-Melissa@Galls.com

Date: June 3, 2014
 Buyer Name: Gwen Williams
 Term contract: 82005
 City Blanket No. BPSF00003902
 Type: Indefinite quantity
 Not-to-exceed amount: \$6,000,000.00

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

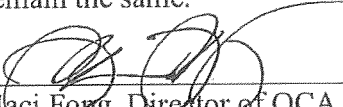
Modification	Start date	End date	Amount	Other changes
Original contract	07/01/12	06/30/14	\$6,000,000	
1	07/01/13	06/30/14	No change	Price Increase; Updates Contract Terms and Conditions
2	07/01/14	06/30/15	No change	12 Month Extension; Updates Contract Terms and Conditions

This modification 2 changes the contract as follows:

- It extends the contract for 12 months, from July 1, 2014 through June 30, 2015.
- Updates contract terms and conditions; see Attachment A.


All other terms and conditions remain the same.

Approved by the City:


 Jaci Fong, Director of OCA and Purchaser

6/4/2014
 Date

Approved by Contractor:


 Signature

June 4, 2014
 Date

Name and title

David House, Senior Director of Sales

Bid and Contract Condition 29 “Submitting False Claims; Monetary Penalties” has been deleted 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 64 “Consideration of Criminal History in Hiring and Employment Decisions” has been added:

64. 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.

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

Uniforms, Muni Railway Personnel

Galls, LLC
 Melissa Castro
 1740 Cesar Chavez
 San Francisco, CA 94124
 Castro-Melissa@Galls.com

Date: June 13, 2013
 Buyer Name: Carolyn Sladnick
 Term contract: 82005
 City Blanket No. BPSF00003902
 Type: Indefinite quantity
 Not-to-exceed amount: \$6,000,000.00

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

Modification	Start date	End date	Amount	Other changes
Original contract	07/01/12	06/30/14	\$6,000,000	
1	07/01/13	06/30/14	No change	Price Increase Update contract terms and conditions

This modification 1 changes the contract as follows:

It increases unit pricing 1.8% effective 07/07/13 and updates Bid and Contract Condition 25b, LBE Compliance and Enforcement, General Condition 41, LBE Ordinance, General Condition 43, Bid Preference for Brokerage Services, General Condition 44e, LBE Subcontracting, Examples of Subcontracting, General Condition 51, Reports by Contractor – Multi-Year Term Contract, and deletes in its entirety General Condition 66, Graffiti Removal (refer to Attachment A).

All other terms and conditions remain the same.

Approved by the City:

Handwritten initials: CC, G, W

[Signature]
 Jaci Fong, Director of OCA and Purchaser

6/14/2013
 Date

Approved by Contractor:

[Signature]
 Signature

6/17/13
 Date

Name and title

Mike Lee, Vice President, Retail

Attachment A
Contract Modification No. 1
Contract No. 82005
Uniforms, Muni Railway Personnel
Galls, LLC
June 13, 2013

Item #	Article	Unit Price As of 7/1/12	Unit Price As of 7/1/13	Manufacturer/Brand Model Number
	100 TRANSIT OPERATORS			
100.	Jacket, Eisenhower, Raeford Fabric, Male/Female Flying Cross by Fechheimer #SFMIKE or equal	\$ 210.75	\$ 214.54	Fechheimer #SFMMIKE
101.	Blazer, Raeford Fabric, Female Flying Cross by Fechheimer #SFMBLAZER01 or equal	\$ 239.75	\$ 244.07	Fechheimer #SFMFBLZR01
102.	Trouser, Winter, Raeford Fabric, Male, Flying Cross by Fechheimer #SFMTRS01 or equal	\$ 90.05	\$ 91.67	Fechheimer #SFMTRS01
103.	Trouser, Winter, Burlington, Raeford Fabric, Female, Flying Cross by Fechheimer #SFMTRSW01 or equal	\$ 90.05	\$ 91.67	Fechheimer #SFMTRSW01
104.	Trouser, Summer, Burlington Male, Flying Cross by Fechheimer #SFMTRS02 or equal	\$ 79.75	\$ 81.19	Fechheimer #SFMTRS02
105.	Trouser, Summer, Burlington, Female, Flying Cross by Fechheimer #SFMTRSW02 or equal	\$ 79.75	\$ 81.19	Fechheimer #SFMTRSW02
106.	Shirt, Dress, Uniform, Long Sleeve, Male, Flying Cross by Fechheimer #SFMMLS01 or equal	\$ 35.85	\$ 36.50	Fechheimer #SFMMLS01
107.	Shirt, Dress, Long Sleeve, Male (Straight Bottom) Flying Cross by Fechheimer #SFMMLSSB02 or equal	\$ 40.05	\$ 40.77	Fechheimer #SFMMLSSB02
108.	Shirt, Dress, Uniform, Long Sleeve, Female, Flying Cross by Fechheimer #SFMFLS03 or equal	\$ 35.85	\$ 36.50	Fechheimer #SFMFLS03
109.	Shirt, Dress, Long Sleeve, Female (Straight Bottom) Flying Cross by Fechheimer #SFMFLSSB04 or equal	\$ 40.05	\$ 40.77	Fechheimer #SFMFLSSB04

Attachment A
 Contract Modification No. 1
 Contract No. 82005
 Uniforms, Muni Railway Personnel
 Galls, LLC
 June 13, 2013

Item #	Article	Unit Price As of 7/1/12	Unit Price As of 7/1/13	Manufacturer/Brand Model Number
110.	Shirt, Uniform, Short Sleeve, Male Flying Cross by Fechheimer #SFMMSS05 or equal	\$ 35.05	\$ 35.68	Fechheimer #SFMMSS05
111.	Shirt, Dress, Short Sleeve, Male (Straight Bottom) Flying Cross by Fechheimer #SFMMSSB06	\$ 33.05	\$ 33.64	Fechheimer #SFMMSSB06
112.	Shirt, Uniform, Short Sleeve, Female Flying Cross by Fechheimer #SFMFSS07 or equal	\$ 35.05	\$ 35.68	Fechheimer #SFMFSS07
113.	Shirt, Dress, Short Sleeve, Female (Straight Bottom) Flying Cross by Fechheimer #SFMFSSSB08 or equal	\$ 33.05	\$ 33.64	Fechheimer #SFMFSSSB08
114.	Culottes, Female Flying Cross by Fechheimer #SFM CULOTTE or equal	\$ 101.45	\$ 103.28	Fechheimer #SFM CULOTTE
115.	Sweater, Zip Front, Long Sleeve Male & Female School Apparel No. 5510 or equal	\$ 38.25	\$ 38.94	School Apparel #5510
116.	Sweater, Sleeveless Vest, Male & Female School Apparel No. 6600 or equal	\$ 20.95	\$ 21.33	School Apparel #6600
117.	Beret, Uniform Best Emblem, N.Y. or equal	\$ 13.50	\$ 13.74	Premier #664UL
118.	Baseball Cap, Uniform Otto Cap, Model A1SSC or equal	\$ 11.95	\$ 12.17	Otto #39-165
119.	Necktie, Clip On, Samuel Broome, Style #90010 or equal	\$ 4.25	\$ 4.33	Samuel Broome #90010
120-A	Floppy Bow Tie, Female Style Samel Broome #90150 or equal	\$ 4.25	\$ 4.33	Samuel Boome #90150
120-B	Tie, Crossover, Female Style Samuel Broome #90156 or equal	\$ 4.25	\$ 4.33	Samuel Boome #90156

Attachment A
 Contract Modification No. 1
 Contract No. 82005
 Uniforms, Muni Railway Personnel
 Galls, LLC
 June 13, 2013

Item #	Article	Unit Price As of 7/1/12	Unit Price As of 7/1/13	Manufacturer/Brand Model Number
121.	Vestees, Flying Cross by Fechheimer #SFMVESTEE or equal	\$ 112.35	\$ 114.37	Fechheimer #SFMVESTEE
122.	Parka, Foul Weather, Goretex Flying Cross by Fechheimer #SFMPARKA or equal	\$ 341.15	\$ 347.29	Fechheimer #SFMPARKA
123.	Vest, Foul Weather Flying Cross by Fechheimer #SFMVEST or equal	\$ 73.05	\$ 74.36	Fechheimer #SFMVEST
124-A.	Cap, Baseball Style, Mesh Otto Cap, Model 39-165 or equal	\$ 11.95	\$ 12.17	Otto #39-165
124-B	Cap, Baseball Style Foul Weather Otto Cap, 27-210 or equal	\$ 11.95	\$ 12.17	Otto #27-210
125.	Shorts, Bermuda, Brown, Male Flying Cross by Fechheimer #SFMSH01 or equal	\$ 75.75	\$ 77.11	Fechheimer #SFMSH01
126.	Shorts, Bermuda, Brown, Female Flying Cross by Fechheimer #SFMSHW01 or equal	\$ 75.75	\$ 77.11	Fechheimer #SFMSHW01
127.	Summer Skirt, Flying Cross by Fechheimer #SFMSKIRT01 or equal	\$72.45*	\$73.75	Fechheimer #SFMSKIRT01
128.	Winter Skirt, Flying Cross by Fechheimer #SFMSKIRT103	\$ 86.95	\$ 88.52	Fechheimer #SFMSKIRT03
	200 STATION AGENTS			
200.	Blazer, Male 1381 Artcraft Blazer or equal	\$ 126.85	\$ 129.13	Hardwick #13-29
201.	Blazer, Female 1881 Artcraft Blazer or equal	\$ 126.85	\$ 129.13	Hardwick #13-29
202.	Trouser, Male Flying Cross by Fechheimer #32293 or equal	\$ 74.55	\$75.89	Fechheimer #32293

* \$72.45 is the actual bid price for Line 127. The contract price of \$49.70 was a typo error. Price increase of 1.8% was applied to the bid price.

Attachment A
 Contract Modification No. 1
 Contract No. 82005
 Uniforms, Muni Railway Personnel
 Galls, LLC
 June 13, 2013

Item #	Article	Unit Price As of 7/1/12	Unit Price As of 7/1/13	Manufacturer/Brand Model Number
203.	Trouser, Female Flying Cross by Fechheimer #35291 or equal	\$ 74.55	\$ 75.89	Fechheimer #35291
204.	Shirt, Long Sleeve, Male Elbeco Style CA23 or equal	\$ 25.55	\$ 26.01	Elbeco #CA23
205.	Shirt, Long Sleeve, Female Elbeco Style CA13 or equal	\$ 25.55	\$ 26.01	Elbeco #CA13
206.	Shirt, Short Sleeve, Male, Light Blue Elbeco Style CACA03 or equal	\$ 23.05	\$ 23.46	Elbeco #CA03
207.	Shirts, Short Sleeve, Female, Light Blue Elbeco Style CA33 or equal	\$ 23.05	\$ 23.46	Elbeco #CA33
208.	Sweater, Long Sleeve, V-Neck, Male/Female School Apparel No. 6500 or equal	\$ 36.85	\$ 37.51	School Apparel #6500
209.	Sweater, Sleeveless Vest, Male/Female School Apparel No. 6600 or equal	\$ 20.95	\$ 21.33	School Apparel #6600
210.	Tie, Navy Blue, Men's Samuel Broome 900T or equal	\$ 4.25	\$ 4.33	Samuel Broome #90010
211.	Floppy Bow-tie, Women's Samuel Broome P-67TY or equal	\$ 6.75	\$ 6.87	Samuel Broome #90072
212.	Tie, Clip-on, Navy Samuel Broome Style 3-inch men's tie or equal	\$ 4.25	\$ 4.33	Samuel Broome #90010
213.	Tie, Crossover, Female Samuel Broome #90156 or equal	\$ 4.25	\$ 4.33	Samuel Broome #90156
214.	Scarf Tie, Samuel Broome, #41030-671 or equal	\$ 6.75	\$ 6.87	Samuel Broome #41030-671

Attachment A
 Contract Modification No. 1
 Contract No. 82005
 Uniforms, Muni Railway Personnel
 Galls, LLC
 June 13, 2013

Item #	Article	Unit Price As of 7/1/12	Unit Price As of 7/1/13	Manufacturer/Brand Model Number
	300 TRANSIT SUPERVISORS			
300.	Eisenhower Jackets, Male & Female, Navy Flying Cross by Fechheimer #32169(W) or equal	\$ 158.35	\$ 161.20	Fechheimer #32169
301.	Blazer, Male, Navy Flying Cross by Fechheimer #SFMMBLZER03 or equal	\$ 225.25	\$ 229.30	Fechheimer #SFMMBLZER03
302.	Blazer, Female, Navy Flying Cross by Fechheimer #SFMBLZER04 or equal	\$ 225.25	\$ 229.30	Fechheimer #SFMFBLZER04
303.	Trouser, Navy, Male Flying Cross by Fechheimer #32293 or equal	\$ 74.55	\$ 75.89	Fechheimer #32293
304.	Trouser, Navy, Female Flying Cross by Fechheimer #35291 or equal	\$ 74.55	\$ 75.89	Fechheimer #35291
305.	Skirt, Navy Flying Cross by Fechheimer #SFMSKIRT02 or equal	\$ 71.05	\$ 72.33	Fechheimer #SFMSKIRT02
306.	Shirt, Long Sleeve, Medium Blue, Male Flying Cross by Fechheimer #35W5435 or equal	\$ 31.55	\$ 32.12	Fechheimer #35W5435
307.	Shirt, Long Sleeve, Medium Blue, Female Flying Cross by Fechheimer #126R5435 or equal	\$ 31.55	\$ 32.12	Fechheimer #126R5435
309.	Shirts, Short Sleeve, Medium Blue, Male Flying Cross by Fechheimer #85R5435 or equal	\$ 27.65	\$ 28.15	Fechheimer #85R5435

Attachment A
 Contract Modification No. 1
 Contract No. 82005
 Uniforms, Muni Railway Personnel
 Galls, LLC
 June 13, 2013

Item #	Article	Unit Price As of 7/1/12	Unit Price As of 7/1/13	Manufacturer/Brand Model Number
310.	Shirts, Short Sleeve, Medium Blue, Female Flying Cross by Fechheimer #176R5435 or equal	\$ 27.65	\$ 28.15	Fechheimer #176R5435
311.	Cap, Baseball Legend Style L30UM-555 or equal	\$ 11.95	\$ 12.17	Otto #30-287-004
312.	Tie, Navy Samuel Broome Style 3-inch wide men's tie or equal	\$ 4.25	\$ 4.33	Samuel Broome #90010
313.	Tie, Crossover, Female Samuel Broome #90156 or equal	\$ 4.25	\$ 4.33	Samuel Broome #90156
314.	Sweater, Sleeveless Vest (Male and Female) School Apparel No. 6600 or equal	\$ 20.95	\$ 21.33	School Apparel #6600
315.	Sweater, Long Sleeve (Male and Female) School Apparel No. 6500 or equal	\$ 25.45	\$ 25.91	School Apparel #6500
316.	Foul Weather Parka, Goretex Fechheimer Brothers Company #78140 or equal	\$ 314.55	\$ 320.21	Fechheimer #78140
317.	Floppy Bow-Tie, Navy Blue Samuel Broome P-67TY or equal	\$ 4.25	\$ 4.33	Samuel Broome #90072
318.	Tie, Clip-on, Navy Samuel Broome 90010 or equal	\$ 4.25	\$ 4.33	Samuel Broome #90010
319.	Windbreaker Jacket, Reversible Fechheimer Brothers Company #73160 or equal	\$ 111.75	\$ 113.76	Fechheimer #73160
	400 TRAFFIC CHECKERS			
400.	Eisenhower Jackets, Male/Female (same as Item 300)	\$ 158.35	\$ 161.20	Fechheimer #32169
401.	Blazer, Male, Navy (same as Item 301)	\$ 225.25	\$ 229.30	Fechheimer #SFMMBLZR03

Attachment A
 Contract Modification No. 1
 Contract No. 82005
 Uniforms, Muni Railway Personnel
 Galls, LLC
 June 13, 2013

Item #	Article	Unit Price As of 7/1/12	Unit Price As of 7/1/13	Manufacturer/Brand Model Number
402.	Blazer, Female, Navy (same as Item 302)	\$ 225.25	\$ 229.30	Fechheimer #SFMFBLZR04
403.	Trouser, Navy, Male (same as Item 303)	\$ 74.55	\$ 75.89	Fechheimer #32293
404.	Trouser, Navy, Female (same as Item 304)	\$ 74.55	\$ 75.89	Fechheimer #35291
405.	Shirts, Long Sleeve, Medium Blue, Male (same as Item 306)	\$ 31.55	\$ 32.12	Fechheimer #35W5435
406.	Shirts, Long Sleeve, Medium Blue, Female (same as Item 307)	\$ 31.55	\$ 32.12	Fechheimer #126R5435
407.	Shirts, Short Sleeve, Medium Blue, Male (same as Item 309)	\$ 27.65	\$ 28.15	Fechheimer #85R5435
408.	Shirts, Short Sleeve, Medium Blue, Female (same as Item 310)	\$ 27.65	\$ 28.15	Fechheimer #176R5435
409.	Tie, Navy (same as Item 312)	\$ 4.25	\$ 4.33	Samuel Broome #90010
410.	Tie, Crossover, Female (same as Item 313)	\$ 4.25	\$ 4.33	Samuel Broome #90156
411.	Sweater, Sleeveless (Male and Female) (same as Item 209)	\$ 20.95	\$ 21.33	School Apparel #6600
412.	Sweater, Long Sleeve (Male and Female) (same as Item 208)	\$ 25.45	\$ 25.91	School Apparel #6500
	500 BUTTONS AND EMBLEMS			
500.	“San Francisco Municipal Railway” Emblem	\$ 0.75	\$ 0.76	Patch Supply #MU004

Attachment A
 Contract Modification No. 1
 Contract No. 82005
 Uniforms, Muni Railway Personnel
 Galls, LLC
 June 13, 2013

Item #	Article	Unit Price As of 7/1/12	Unit Price As of 7/1/13	Manufacturer/Brand Model Number
501.	Muni Logo Emblem	\$ 2.45	\$ 2.49	Patch Supply #MU005 or MU009+PK2091 x 4
502.	Operator I.D. Patch	\$ 2.45	\$ 2.49	Patch Supply #MU009 + PK2091 x 4
	600 PATCHES: RE-NUMBERING & SEWING Pricing for the following items includes cost of alteration services and patches.			
600.	Shirt Patch	\$ 3.65	\$ 3.72	Galls #2000-1
601	Jackets/Blazers Patch	\$ 3.65	\$ 3.72	Galls #2000-1
602.	Sweaters Patch	\$ 3.65	\$ 3.72	Galls #2000-1

Bid and Contract Condition 25b is hereby deleted in its entirety and replaced with the following:

25b. 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.

General Condition 41 is hereby deleted in its entirety and replaced with:

41. LBE Ordinance

To qualify for a bid discount under the provisions of Administrative Code Chapter 14B, an LBE must be certified by the Contracts Monitoring Division (formerly 'Human Rights Commission') by the Bid Due date. The certification application is available from CMD (415) 581-2310, and on the web. CMD's home page is:

<http://sfgsa.org/index.aspx?page=6130>

Click on the "LBE Certification" tab.

General Condition 43 is hereby deleted in its entirety and replaced with:

43. 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 44e, LBE Subcontracting, is hereby deleted in its entirety and replaced with:

44e. 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 is hereby deleted 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. 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. 82005
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.