

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 No. 10

Food & Food Service Items for Camp Mather

SYSCO Food Service of Central California
 ATTN: Bob Bartman
 136 South Mariposa Road
 Modesto, CA 95353
 E-mail: Bartman.Bob@centralca.sysco.com

Date: December 31, 2014
 Buyer Name: Deirdre Darley
 Term contract: 89264
 City Blanket No. BPSF00003318
 Type: Indefinite quantity
 Not-to-exceed amount: \$3,560,000

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

Modification	Start date	End date	Amount	Other changes
Original contract	10/01/06	9/30/09	\$1,000,000	
1	10/01/09	9/30/10		
2	No Change	No Change	\$1,300,000	NTE amount increased
3	4/01/10	9/30/11	\$1,500,000	Price Decrease and Extension
4	10/01/11	3/31/12	\$1,800,000	NTE amount increased Extend Term; Add Electronic Payment; Update Conditions
5	4/01/12	3/31/13	\$2,000,000	Extend Term, increased NTE amount and updated conditions
6	No Change	No Change	\$2,200,000	NTE amount
7	4/01/13	3/31/14	\$2,420,000	Extend Term, Increase NTE amount and update contract conditions
8	No Change	No Change	\$2,920,000	Increase NTE amount
9	4/01/14	3/31/15	\$3,220,000	Extend Term, increase NTE amount
10	4/1/15	3/31/16	\$3,560,000	Extend Term, increase NTE amount, add condition

This modification 10 changes the contract as follows:

- It extends the contract term from April 1, 2015 to March 31, 2016
- It increases the blanket not to exceed amount by \$340,000, from \$3,220,00 to \$3,560,000
- It adds Contract Condition for "Consideration Of Criminal History in Hiring and Employment Decisions" (See Attachment "A").

All other terms and conditions remain the same.

Approved by the City:

Jaci Fong
 Jaci Fong, Director of OCA and Purchaser

12/31/14
 Date

Approved by Contractor:

Bob Bartman
 Signature
 BOB BARTMAN

1/12/15
 Date

Name and title

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

Director of Business Resources

“Consideration Of Criminal History in Hiring and Employment Decisions” General Condition is added as follows:

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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Contract Modification 9

Food & Food Service Items for Camp Mather

SYSCO Food Service of Central California
 ATTN: Bob Bartman
 136 South Mariposa Road
 Modesto, CA 95353
 E-mail: Bartman.Bob@centralca.sysco.com

Date: February 21, 2014
 Buyer Name: Deirdre Darley
 Term contract: 89264
 City Blanket No.: BPSF00003318
 Type: Indefinite quantity
 Not-to-exceed amount: \$3,220,000

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

Modification	Start date	End date	Amount	Other Changes
Original contract	10-01-06	09-30-09	\$ 1,000,000	
1	10-01-09	09-30-10		
2	No Change	No Change	\$ 1,300,000	NTE amount increased
3	04-01-10	09-30-11	\$ 1,500,000	Price Decrease & Extension
4	10-01-11	03-31-12	\$ 1,800,000	NTE amount increased
5	04-01-12	03-31-13	\$ 2,000,000	Extend Term; Add Electronic Payment; Update Conditions
6	No Change	No Change	\$ 2,200,000	Extend Term, increased NTE amount and updated conditions
7	04-01-13	03-31-14	\$ 2,420,000	NTE amount
8	No Change	No Change	\$ 2,920,000	Extend Term, increase NTE amount and update contract conditions
9	04-01-14	03-31-15	\$ 3,220,000	Increase NTE amount

This modification 9 changes the contract as follows:

- It extends the contract term from April 1, 2014 to March 31, 2015.
- It increases the blanket not to exceed amount by \$300,000 from \$2,920,000 to \$3,220,000.

All other terms and conditions remain the same.



Approved by the City:

Jaci Fong, Director of OCA and Purchaser

2/24/2014
Date

Approved by Contractor:

Bob Bartman
Signature

3/3/14
Date

Name and title

BOB BARTMAN
DIRECTOR OF BUSINESS RESOURCES

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

City and County of San Francisco
 Office of Contract Administration
 Purchasing Department
 City Hall, Room 430
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 San Francisco, CA 94102-4685



Contract Modification 8

Food & Food Service Items for Camp Mather

SYSCO Food Service of Central California
 Bob Bartman, Regional Sales Manager
 136 South Mariposa Road
 Modesto, CA 95353
 E-mail: Bartman.Bob@centralca.sysco.com

Date: July 8, 2013
 Buyer Name: Deirdre Darley
 Term contract: 89264
 City Blanket No.: BPSF00003318
 Type: Indefinite quantity
 Not-to-exceed amount: \$2,920,000

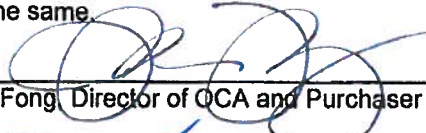

The history of this contract and its modifications is as follows:

Modification	Start date	End date	Amount	Other Changes
Original contract	10-01-06	09-30-09	\$ 1,000,000	
1	10-01-09	09-30-10		
2	No Change	No Change	\$ 1,300,000	NTE amount increased
3	04-01-10	09-30-11	\$ 1,500,000	Price Decrease & Extension
4	10-01-11	03-31-12	\$ 1,800,000	NTE amount increased
5	04-01-12	03-31-13	\$2,000,000	Extend Term; Add Electronic Payment; Update Conditions
6	No Change	No Change	\$ 2,200,000	Extend Term, increased NTE amount and updated conditions
7	04-01-13	03-31-14	\$ 2,420,000	NTE amount
8	No Change	No Change	\$ 2,920,000	Extend contract, increase NTE amount and update contract conditions
				Increase NTE amount

This modification 8 changes the contract as follows:

It increases the blanket not to exceed amount by \$500,000 from \$2,420,000 to \$2,920,000.

All other terms and conditions remain the same.

② Approved by the City:  7/17/2013
 Jaci Fong, Director of OCA and Purchaser Date
 Approved by Contractor:  7/18/2013
 Signature Date
 Name and title: JOE LYNCH, VP of SALES

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

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



Contract Modification 7

Food & Food Service Items for Camp Mather

SYSCO Food Service of Central California
 Bob Bartman, Regional Sales Manager
 136 South Mariposa Road
 Modesto, CA 95353
 E-mail: Bartman.Robert@centralca.sysco.com

Date: March 21, 2013
 Buyer Name: Daisy Aguallo
 Term contract: 89264
 Type: Indefinite quantity
 Not-to-exceed amount: \$2,420,000

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

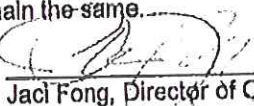
Modification	Start date	End date	Amount	Other Changes
Original contract	10-01-08	09-30-09	\$ 1,000,000	
1	10-01-09	09-30-10		
2	No change	No change	\$ 1,300,000	NTE amount increased
3	04-01-10	09-30-11	\$ 1,500,000	Price Decrease & Extension
4	10-01-11	03-31-12	\$ 1,800,000	NTE amount increased Extend Term; Add Electronic Payment; Update Conditions
5	04-01-12	03-31-13	\$2,000,000	Extend Term, increased NTE amount and updated conditions
6	No change	No change	\$ 2,200,000	NTE amount
7	04-01-13	03-31-14	\$ 2,420,000	Extend contract, increase NTE amount and update contract conditions

This modification 7 changes the contract as follows:

- Add \$220,000 to City Blanket - Not to exceed amount \$2,420,000
- Contract term is extended from March 31, 2013 to March 31, 2014
- Update Reporting language, See Attachment A

All other terms and conditions remain the same.

Approved by the City:


 Jaci Fong, Director of OCA and Purchaser

Date

3/21/2013

Approved by Contractor:


 Signature

Date

3/28/13

Name and title

BOB BARTMAN
 DIRECTOR OF BUSINESS RESOURCES

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

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. 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. 89264
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

29. Submitting False Claims-Monetary Penalties this condition has been revised as follows:

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?f=templates&fn=default.htm&vid=amlegal:sanfrancisco_ca. 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

65. Graffiti Removal – this condition has been removed from the contract.