

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

Records Storage and Related Services

GRM Information Management Services
 Attention: Maurice Ebanks
 41099 Boyce Road
 Fremont, CA 94538

Date: 6/12/15
 Buyer Name: Hermilo Rodis
 Term contract: 93303
 City Blanket Number: BPSF00003702
 Type: Indefinite quantity
 Not-to-exceed amount: \$6,000,000

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


Modification	Start date	End date	Amount	Other changes
Original contract	07-01-10	06-30-15	\$ 2,000,000	
1	07-16-12	No change	\$ 5,000,000	Increases NTE amount Updates price list
2	07-01-15	06-30-16	\$ 6,000,000	Updates Contract conditions Extends Contract Increases NTE amount Updates Contract conditions

This modification 1 changes the contract as follows:

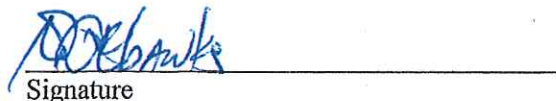
- It extends the contract from July 1, 2015 to June 30, 2016.
- It increases the Blanket limit from NTE \$5,000,000 to NTE \$6,000,000.
- It updates the terms and conditions of the contract per Attachment A.

All other terms and conditions remain the same.

Approved by the City:


 Jaci Fong, Director of OCA and Purchaser
 Date: 6/12/15

Approved by Contractor:


 Signature
 Date: 6-22-15

Name and title

MAURICE EBANKS GENERAL MANAGER

Please sign and return one original. The second original is for your records.

Bid and Contract Condition 29 "Submitting False Claims; Monetary Penalties" is hereby deleted in its entirety and replaced with the following:

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 51 is hereby deleted in its entirety and replaced with the following:

51. Reports by Contractor

Multi-Year Term Contract

Each year, no later than February 15; Contractor shall submit a soft copy report of the total items ordered, by month, under this contract during the preceding calendar year (January 1 – December 31). The report must be in a format acceptable to City and must list by department or location the following: (1) all items awarded under this contract; and (2) total quantity and dollar value of each item ordered, including items for which there were no orders. Contractor must also furnish a separate similar report for the total of all items ordered by City which are not part of this Contract, and any usage reports required prior to the extension of a Contract or Contract Modification. Emailed reports must not be larger than **10MB**.

Contractor shall email reports to:

OCAVendor.Reports@sfgov.org

Any report files larger than **10MB** must be submitted in electronic format on CD-ROM or USB drive and mailed to the address shown below with the term contract number and "Annual Vendor Reporting" clearly marked on the envelope/packaging.

Contractor shall mail the reports to:

OCA Vendor Reporting

Re: Term Contract No. 93303
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 53 is hereby deleted in its entirety and replaced with the following:

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.

General Contract Condition 66 "Graffiti Removal" is hereby deleted in its entirety.

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Contract Modification 1

Records Storage and Related Services

GRM Information Management Services
 Attention: Maurice Ebanks
 41099 Boyce Road
 Fremont, CA 94538

Date: 7/16/12
 Buyer Name: Nishil Bali
 Term contract: 93303
 City Blanket Number: BPSF00003702
 Type: Indefinite quantity
 Not-to-exceed amount: \$5,000,000

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

Modification	Start date	End date	Amount	Other changes
Original contract	07-01-10	06-30-15	\$ 2,000,000	
1	07-16-12	No change	\$ 5,000,000	Increases NTE amount Updates price list Updates Contract conditions

This modification 1 changes the contract as follows:

- It increases the Blanket limit from NTE \$2,000,000 to NTE \$5,000,000.
- It updates the price list per 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 Young, Director of OCA and Purchaser

Date

7/24/2012

Approved by Contractor:

Signature

Date

7-31-12

Name and title

MAURICE EBANKS DPS MANAGER.

Please sign and return one original. The second original is for your records.

Attachment A
 Contract No. 93303
 Contract Modification No. 1
 Records Storage and Related Services
 July 16, 2012

Monthly Minimum Storage per Account		\$55.00	
Storage	Measurement in cubic ft.	Rate	Unit
Archive Box	1.2	0.17	per box
Legal Box	3.6	0.17	per cubic foot
Letter Box	2.4	0.17	per cubic foot
X-Ray/Ledger Box	1.2	0.17	per cubic foot
Services		Rate	Unit
Add Standard Carton		1.06	per box
Retrieve Standard Carton Next Day		2.22	per box
Rush Reference Retrieval Charges		19.40	per box
Same Day Retrieval Charges		2.22	per box
Refile Standard Carton		1.80	per box
Index and Receive New File		1.03	item
Retrieve File		2.22	item
Refile File		1.80	item
Unsuccessful File Search		2.22	item
Standard Shredding (does not include retrieval)		2.58	per box
Standard Recycling (does not include retrieval)		1.06	per box
Late Reference - Request made after 4:30pm		5.00	per occurrence
Transportation		Rate	Unit
Next Day Regular Service - Receive by 4:30pm Next Day		10.08	per trip
Transport Fee		1.80	per box
Same Day Service - 4 hour priority order, receive within 4 hours		10.08	per trip
Transport Fee		1.80	per cubic foot
Rush Service - 2 hour rush order, receive within 4 hours		10.08	per trip
Transport Fee		1.80	per cubic foot
Emergency Service - order after 3pm, or on Weekends or Holidays, receive within 3 hours		10.08	per trip
Transport Fee		1.80	per cubic foot
Materials			Unit
GRM1 - Archive Carton (tough archive carton)		2.75	each
GRM3 - Legal Carton		4.00	each
GRM4 - Letter Carton		3.50	each
GRM8 - Archive Carton (E-Z Lock Push Down)		1.96	each

* Rates in bold have been revised

Attachment A
 Contract No. 93303
 Contract Modification No. 1
 Records Storage and Related Services
 July 16, 2012

Other Services	Rate	Unit
Records Center Hourly Services	31.30	per hour
Off-Hour opening -- 3 hour minimum	31.30	per hour
Access Fee for Online Services	41.20	Monthly
Facsimile -- Outgoing from records center, \$5.00 minimum (first 10 pages)	1.00	per page
File folder Tracking	0.01	each
Photocopies	0.50	per page
Client Access Room Charge (to be quoted upon request)	Quote	Quote
Data Entry	0.75	per change
Account Maintenance	0.00	monthly
Standard GRM Hours: 8:00am to 5:00pm; Monday Through Friday excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day. During non-standard hours service is available Monday through Sunday, at the rate of time and a half the hourly rate, with a 3-hour minimum charge. Any service not listed will be quoted upon request.		

Getting paid for your goods and/or services from the City 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: ACH.Support@sfgov.org