

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 10

### Auctioning Service, Disposal of Surplus Items

**First Capitol Auction, Inc.**  
 Attn: Eric Smith  
 50 Solano Avenue  
 Vallejo, CA 94590  
 E-mail: auctioncap@aol.com

Date: July 23, 2015  
 Buyer Name: Gloria Gill  
 Term contract: 68332  
 City Blanket No. BPSF00003120  
 Type: Indefinite quantity  
 Not-to-exceed amount: \$ -0-

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

Modification	Start date	End date	Amount	Other changes
Original contract	11-01-05	10-31-07	\$-0-	
1	11-01-07	10-31-08	No Change	Added Conds. Food Service Waste Reduction Requirements, Cooperative Agreement, Graffiti Removal
2	11-01-08	10-31-09	No Change	Extend Term
3	11-01-09	04-30-10	No Change	Replace Language & Price charges on Special Cond 72 Price D with Attachment "A" and Revised Award Sheets Section A and Section B with Attachment "B"
4	05-01-10	04-30-11	No Change	Replaced various General Conds and Insurance language. Update Revised Award Sheet
5	05-01-11	04-30-12	No Change	Extend Term
6	05-01-12	04-30-13	No Change	Extend Term & Update Contract Conditions
7	05-01-13	04-30-14	No Change	Extend Term
8	05-01-14	04-30-15	No Change	Extend Term & Update Contract Conditions
9	05-01-15	07-31-15	No Change	Extend Term
10	08-01-15	09-30-15	No Change	Extend Term

This modification 10 changes the contract as follows:

- It extends the contract term from August 1, 2015 through September 30, 2015 unless the City awards a new contract prior to the end of this contract term. If the City does award a new contract prior to September 30, 2015 vendor will be given at least 30 days written notice.

All other terms and conditions remain the same.

Approved by the City:

*Handwritten initials*

*Signature of Jaci Forth*  
 Jaci Forth, Director of OCA and Purchaser

7/17/15  
 Date

Approved by Contractor:

*Signature*  
 Signature

7/20/15  
 Date

Name and title

\_\_\_\_\_

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

P-280 (2-9-09)



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## Contract Modification 9

### Auctioning Service, Disposal of Surplus Items

**First Capitol Auction, Inc.**  
 Attn: Eric Smith  
 50 Solano Avenue  
 Vallejo, CA 94590  
 E-mail: auctioncap@aol.com

Date: March 6, 2015  
 Buyer Name: Gloria Gill  
 Term contract: 68332  
 City Blanket No. BPSF00003120  
 Type: Indefinite quantity  
 Not-to-exceed amount: \$ -0-

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

Modification	Start date	End date	Amount	Other changes
Original contract	11-01-05	10-31-07	\$-0-	
1	11-01-07	10-31-08	No Change	Added Conds. Food Service Waste Reduction Requirements, Cooperative Agreement, Graffiti Removal
2	11-01-08	10-31-09	No Change	Extend Term
3	11-01-09	04-30-10	No Change	Replace Language & Price changes on Special Cond 72 Price D with Attachment "A" and Revised Award Sheets Section A and Section B with Attachment "B"
4	05-01-10	04-30-11	No Change	Replaced various General Conds and Insurance language. Update Revised Award Sheet
5	05-01-11	04-30-12	No Change	Extend Term
6	05-01-12	04-30-13	No Change	Extend Term & Update Contract Conditions
7	05-01-13	04-30-14	No Change	Extend Term
8	05-01-14	04-30-15	No Change	Extend Term & Update Contract Conditions
9	05-01-15	07-31-15	No Change	Extend Term

This modification 8 changes the contract as follows:

- It extends the contract term from May 1, 2015 through July 31, 2015 unless the City awards a new contract prior to the end of this contract term. If the City does award a new contract prior to July 31, 2015 vendor will be given at least 30 days written notice.

All other terms and conditions remain the same.

Approved by the City:

*P.C. [Signature]*

*[Signature]*  
 Jaci Fong, Director of OCA and Purchaser

3/13/15  
 Date

Approved by Contractor:

*[Signature]*  
 Signature

3/26/15  
 Date

Name and title

\_\_\_\_\_

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 8

### Auctioning Service, Disposal of Surplus Items

**First Capitol Auction, Inc.**  
 Attn: Eric Smith  
 50 Solano Avenue  
 Vallejo, CA 94590  
 E-mail: auctioncap@aol.com

Date: March 13, 2014  
 Buyer Name: Deirdre Darley  
 Term contract: 68332  
 City Blanket No. BPSF00003120  
 Type: Indefinite quantity  
 Not-to-exceed amount: \$ -0-

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

Modification	Start date	End date	Amount	Other changes
Original contract	11-01-05	10-31-07	\$-0-	
1	11-01-07	10-31-08	No Change	Added Conds. Food Service Waste Reduction Requirements, Cooperative Agreement, Graffiti Removal
2	11-01-08	10-31-09	No Change	Extend Term
3	11-01-09	04-30-10	No Change	Replace Language & Price changes on Special Cond 72 Price D with Attachment "A" and Revised Award Sheets Section A and Section B with Attachment "B"
4	05-01-10	04-30-11	No Change	Replaced various General Conds and Insurance language. Update Revised Award Sheet
5	05-01-11	04-30-12	No Change	Extend Term
6	05-01-12	04-30-13	No Change	Extend Term & Update Contract Conditions
7	05-01-13	04-30-14	No Change	Extend Term
8	05-01-14	04-30-15	No Change	Extend Term & Update Contract Conditions

This modification 8 changes the contract as follows:

- It extends the contract term from May 1, 2014 through April 30, 2015 unless the City awards a new contract prior to the end of this contract term. If the City does award a new contract prior to April 30, 2015 vendor will be given at least 30 days written notice.
- It updates contract conditions 17 "Nondiscrimination; Penalties", 22 "Submitting False Claims; Monetary Penalties", 44 "Reports by Contractor", 54 "Earned Income Credit (EIC) Forms and 55 "Limitations on Contributions". See Attachment A.

All other terms and conditions remain the same



Approved by the City:

*[Signature]*  
 for Jaci Fong, Director of OCA and Purchaser

9/12/14  
 Date

Approved by Contractor:

*[Signature]*  
 Signature

9/16/14  
 Date

Name and title

ERIC SMITH, PRESIDENT

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

P-280 (2-9-09)

**Bid and Contract Condition 17 "Nondiscrimination; Penalties" is hereby deleted in its entirety and replaced with the following:**

**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 22 "Submitting False Claims" is hereby deleted in its entirety and replaced with the following:**

**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?f=templates&fn=default.htm&vid=amlegal:sanfrancisco\\_ca](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.

**General Condition 44 "Reports by Contractor" is hereby deleted in its entirety and replaced with the following:**

**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. **68332**  
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 54 "Earned Income Credit (EIC) Forms" is hereby deleted in its entirety and replaced with the following:**

**54. 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 XX(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 Condition 55 "Limitations on Contributions" is hereby deleted in its entirety and replaced with the following:**

55. **Limitations On Contributions.** Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.