

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

### Cable Car Tickets

**Canada Ticket, Inc.**  
 Attn: Steve Wengrowich  
 9085 - 196A Street  
 Langley, British Columbia VM 3B5  
 E-mail: steve@canadaticket.com

Date: October 13, 2017  
 Buyer Name: Gloria Gill  
 Term contract: 96981  
 City Blanket No. BPSF00004146  
 Type: Indefinite quantity  
 Not-to-exceed amount: \$276,000.00

The history of this contract and its modifications is as follows for Cable Car Tickets:

Modification	Start date	End date	Amount	Other changes
Original contract	11-01-14	10-31-16	\$100,000	
1	11-01-16	10-31-17	\$176,000	NTE amount increased and update various Conditions as stated in Attachment A
2	11-01-17	10-31-18	\$236,000	NTE amount increased and update various Conditions as stated in Attachment A

This modification 2 changes the contract as follows:

- It extends the contract term from November 1, 2017 through October 31, 2018
- Add \$100,000 to City Blanket – Not to exceed amount \$236,000
- It updates Bid and Contract Conditions and General Conditions. See Attachment A for additional information.

All other terms and conditions remain the same.

*SW*  
*SW* **Approved by the City:** *Jaci Fong* for *Jaci Fong*  
 Jaci Fong, Director of OCA and Purchaser 10/6/2017  
 Date

**Approved by Contractor:** *Steve Wengrowich*  
 Signature October 23, 2017  
 Date

Name and title Steve Wengrowich - Vice President, Sales & Marketing

**28. Submitting False Claims, Monetary Penalties has been deleted in its entirety and replaced with the following:**

**28. 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 a site maintained by American Legal Publishing Corporation. 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.

**35. Food Service Waste Reduction Requirements has been deleted in its entirety and replaced with the following:**

**35. Food Service Waste Reduction Requirements**

Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

**41. LBE Ordinance has been deleted in its entirety and replaced with the following:**

**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://sfgov.org/cmd/>

Click on the "14B Local Business Enterprise Ordinance" tab.

**42. Claim for Preference has been deleted in its entirety and replaced with the following:**

**42. Claim for Preference**

To claim preference under the LBE Ordinance, see Bid Questionnaire.

If Bidder is claiming LBE preference as a supplier, it must comply with Administrative Code Chapter 14B Rules and Regulations VI D - Criteria for Suppliers (2):

"2) *A supplier must have a direct relationship with manufacturers for the materials, equipment, and supplies for which they seek certification, demonstrating that:*

*a) The supplier has an agreement with the manufacturer authorizing the supplier to distribute their products.*

*b) The supplier is able to provide a manufacturer's warranty."*

To comply, at the time of the bid, bidders must include proof of the required relationships as an authorized dealer. Failure to provide adequate proof may result in a nonresponsive determination.

**51. Reports by Contractor has been deleted in its entirety and replaced with the following:**

**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, 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 USB drive and mailed to the address shown below with the term contract number and “Annual Supplier Reporting” clearly marked on the envelope/packaging.

Contractor shall mail the reports to:

OCA Supplier Reporting  
Re: Term Contract No. 96981  
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