

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

## Fuel- Gasoline

Western States Oil  
ATTN: Bob Brown  
1780 South 10<sup>th</sup> Street  
San Jose, CA 95112  
E-mail: bbrown@lubeoil.com

Date: March 17, 2020  
Buyer Name: Howard Tevelson  
Term contract: 70885  
Contract ID: 1000012394  
Supplier ID: 0000008277  
Type: Indefinite Quantity  
Not-to-exceed amount: \$ 32,000,000

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

Modification	Start Date	End Date	Amount	Other Changes
Original contract	11-01-18	10-31-21	\$ 32,000,000	
1	No Change	No Change	\$ 32,000,000	Add information to cover San Francisco emergency

This Contract Modification 1 changes the contract as follows:

- Adds a requirement to furnish San Francisco Fuel- Gasoline in an emergency situation. Deletes General Condition 39, adds General Conditions 40 and 64, and updates General Conditions 57 and 61. (See page 2 and 3 of this modification)  
All other terms and conditions remain the same.

Approved by the City:

Stacey  
Lo

Digitally signed by Stacey Lo  
DN: cn=Stacey Lo, o=Office of  
Contract Administration,  
ou=ADIA,  
email=stacey.lo@sfgov.org, c=US  
Date: 2020.04.01 07:27:26 -07'00'

for

A handwritten signature in black ink, appearing to read "Howard Tevelson", written over a horizontal line.

Acting Director Sailaja Kurella

Authorized Representative,

The following is hereby added to the contract:

In a San Francisco emergency, Western State Oil will delivery, Fuel-Gasoline with a truck within 6 to 8 hours during normal business hours and 10 to 12 hours after normal business hours, weekends and holidays. The emergency fee for truck and driver with fuel will be \$85.00 portal to portal for normal business hours and \$ 275.00 portal to portal after normal business hour, weekends and holidays. The fee for the fuel will be based on a mark up or down of the current available fuel cost. The fee for a truck and driver only will be \$ 295.00 portal to portal with a 10-hour maximum per driver.

The following terms are hereby modified:

1. General Condition 39, Cooperative Agreement is hereby deleted in its entirety.
2. General Condition 40 Withholding is hereby added as follows; Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations
3. General Condition 57, Contractors Unable to do Business with the City. Is hereby deleted and replaced with the following Subject to certain exceptions, Proposers are hereby advised that this Contract is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into a contract with a contractor that has its headquarters in a state that has enacted a law or laws that perpetuate discrimination against LGBT people and/or has enacted a law that prohibits abortion prior to the viability of the fetus, or a contractor that will perform any or all of the work on the contract in such a state. Chapter 12X requires the City Administrator to maintain a list of such states, defined as "Covered States" under Administrative Code Sections 12X.2 and 12X.12. The list of Covered States is available on the website of the City Administrator (<https://sfpsa.org/chapter-12x-anti-lgbt-state-ban-list>). Proposers will be required to certify compliance with Chapter 12X as part of its proposal, unless the City determines that a statutory exception applies.
4. General condition 61, Limitation on Contributions. Is hereby deleted and replaced with the following: Through execution of this Agreement, Contractor acknowledges its obligations under Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of person services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (a) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (b) a candidate for that City elective office , or (c) a committee controlled by such elected official, or a candidate for that office, at any time from the submission of a proposal for the contract until the later of

either the termination of negotiations for such contract or twelve months after the date the City approves the contract. 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 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

5. General Condition 64, Consideration of Salary History is hereby added to this contract as follows: Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.