



SF Approved

Compostable Food Containers and Service Items

Products that meet health & environmental criteria for the City and County of San Francisco

NOTE: City & County of San Francisco staff may only purchase listed products when the product category is designated as "mandatory." (SF Environment Code Chapt. 2) If you purchase an item not on this list when an equivalent is available from this list, Office of Contract Administration and Department of the Environment will be notified.

Vendors/manufacturers: Products are added to this list only after solicitation by the City & County of San Francisco. Public solicitations will be posted on the Dept. of the Environment web site.

Product Category	Exceptions/Notes	Product Name, Number	Manufacturer	Criteria Used for Review	(SAN FRANCISCO STAFF ONLY)		
					On SF Contract?	Contract Number	Vendor
Food Wrapping and Misc.		HB24, Butcher Wrap, 50lb. White Kraft	Bag Craft	Compostable	✓	88402	San Francisco Supply Master
		Coffee Stir Sticks, Wood	Poly King Wood	Compostable	✓	88402	San Francisco Supply Master
Paper Napkins and Towels	MANDATORY	6500, Napkin, Table, Paper, Full Crepe	Scott Paper Limited	Compostable	✓	88402	San Francisco Supply Master
		1044, Napkin, Beverage, 2-ply, Color (Assorted)	Smithlee	Compostable	✓	88402	San Francisco Supply Master
		6200, Napkin, Beverage, White, 10" x 10"	Scott Paper Limited	Compostable	✓	88402	San Francisco Supply Master
		7600, Napkin, Catering, 2-ply 15" x 17"	Scott Paper Limited	Compostable	✓	88402	San Francisco Supply Master

Product Category	Exceptions/Notes	Product Name, Number	Manufacturer	Criteria Used for Review	(SAN FRANCISCO STAFF ONLY)		
					On SF Contract?	Contract Number	Vendor
Hot Cups	MANDATORY	P508W, Cup, Hot Drink, Paper, 8oz. Size, White	Solo Cup Company	Compostable	✓	88402	San Francisco Supply Master
		PS512W, Cup, Hot Drink, Paper 12oz. Size, White	Solo Cup Company	Compostable	✓	88402	San Francisco Supply Master
		P516W, Cup, Hot Drink, Paper 16oz. Size, White	Solo Cup Company	Compostable	✓	88402	San Francisco Supply Master
		ECO RCKD-20, Cup Sleeve, Hot Drink, Unbleached Paper, fits 8, 12, 16 & 20oz cups	International Paper	Compostable	✓	88402	San Francisco Supply Master
		P520W, Cup, Hot Drink, Paper 20oz. Size, White	Solo Cup Company	Compostable	✓	88402	San Francisco Supply Master
Cold Cups	MANDATORY	R7N 7.5 OZ, Cup, Cold Drink, Paper, 8oz. Size, no labeling	Solo Cup Company	Compostable	✓	88402	San Francisco Supply Master
		R12N, Cup, Cold Drink, Paper, 12oz. Size, no labeling	Solo Cup Company	Compostable	✓	88402	San Francisco Supply Master
		R16N, Cup, Cold Drink, Paper, 16oz. Size, no labeling	Solo Cup Company	Compostable	✓	88402	San Francisco Supply Master
		R22N, Cup, Cold Drink, Paper, 21oz. Size, no labeling	Solo Cup Company	Compostable	✓	88402	San Francisco Supply Master
		Cold Cup (PLA), 9 oz. size cup, Clear, "Cocktail", cornstarch based resin, Unprinted	World Centric	Compostable	✓	88402	World Centric
		Cold Cup (PLA), 10 oz. size cup, Clear, "Cocktail", cornstarch based resin, Unprinted	World Centric	Compostable	✓	88402	World Centric

Product Category	Exceptions/Notes	Product Name, Number	Manufacturer	Criteria Used for Review	(SAN FRANCISCO STAFF ONLY)		
					On SF Contract?	Contract Number	Vendor
Paper Plates and Containers	MANDATORY	PL-06-01, Plate—6" Dia., Paper, molded fiber, heavy weight, rigid, unlined	Primelink Solutions	Compostable	✓	88402	San Francisco Supply Master
		PL-09, Plate—9" Dia., Paper, molded fiber, heavy weight, rigid, unlined	Primelink Solutions	Compostable	✓	88402	San Francisco Supply Master
		PL-93, Plate—9" Dia., 3 sections, Paper, molded fiber, heavy weight, rigid, unlined	Primelink Solutions	Compostable	✓	88402	San Francisco Supply Master
		PL-11, Plate—10-1/4" Dia., 3 sections, Paper, molded fiber, heavy weight, rigid, unlined	Primelink Solutions	Compostable	✓	88402	San Francisco Supply Master
		H408, Container, Hot Soup, 8oz., polylined paper	Solo Cup Company	Compostable	✓	88402	San Francisco Supply Master
		CH8A, Container Lid, Hot Soup, paper, White (fits 8 oz & 12 oz. soup bowl—Items 44 & 45)	Solo Cup Company	Compostable	✓	88402	San Francisco Supply Master
		FT06, Tray, Paper, 6 oz., "French Fry Boat"	Solo Cup Company	Compostable	✓	88402	San Francisco Supply Master
		FT08, Tray, Paper, 8 oz., "French Fry Boat"	Solo Cup Company	Compostable	✓	88402	San Francisco Supply Master
		FT1, Tray, Paper, 16 oz., "French Fry Boat"	Solo Cup Company	Compostable	✓	88402	San Francisco Supply Master
H4125, Container, Hot Soup, 12oz., polylined paper	Solo Cup Company	Compostable	✓	88402	San Francisco Supply Master		

Product Category	Exceptions/Notes	Product Name, Number	Manufacturer	Criteria Used for Review	(SAN FRANCISCO STAFF ONLY)		
					On SF Contract?	Contract Number	Vendor
Eating Utensils	MANDATORY EXCEPTIONS	Spoon, for hot foods; PLA (or other compostable material, clearly labeled	World Centric	Compostable	✓	88402	World Centric
		Fork, for hot foods; PLA (or other compostable material, clearly labeled	World Centric	Compostable	✓	88402	World Centric
		Knife, for hot foods; PLA (or other compostable material, clearly labeled	World Centric	Compostable	✓	88402	World Centric
Aluminum	MANDATORY	Tray, Catering, Round, Aluminum, 12" Dia	Durable Packaging	Recyclable	✓	88402	San Francisco Supply Master
		Tray, Catering, Round, Aluminum, 18" Dia	Durable Packaging	Recyclable	✓	88402	San Francisco Supply Master
		92410, Wrap, Aluminum, Full Roll, 24"	Durable Packaging	Recyclable	✓	88402	San Francisco Supply Master
		91050, Wrap, Aluminum, Sheets	Durable Packaging	Recyclable	✓	88402	San Francisco Supply Master
		7900, Pan, Aluminum (Disposable)—Full-size, 4" Deep	Durable Packaging	Recyclable	✓	88402	San Francisco Supply Master
		4200, Pan, Aluminum (Disposable)—1/2-Size, 4" Deep	Durable Packaging	Recyclable	✓	88402	San Francisco Supply Master
		5200, Pan, Aluminum (Disposable)—1/3-Size, 4" Deep	Durable Packaging	Recyclable	✓	88402	San Francisco Supply Master
		8900, Lid for Full Size Pan, Aluminum (Disposable)	Durable Packaging	Recyclable	✓	88402	San Francisco Supply Master
		8200, Lid for 1/2-size pan, Aluminum (Disposable);	Durable Packaging	Recyclable	✓	88402	San Francisco Supply Master
		8500, Lid for 1/3-size pan, Aluminum (Disposable)	Durable Packaging	Recyclable	✓	88402	San Francisco Supply Master

Product Category	Exceptions/Notes	Product Name, Number	Manufacturer	Criteria Used for Review	(SAN FRANCISCO STAFF ONLY)		
					On SF Contract?	Contract Number	Vendor
Bags	MANDATORY	BAG, Brown Kraft—Gusseted, Size #10	Duro Bag	Compostable	✓	88402	San Francisco Supply Master
		BAG, Brown Kraft (HVY)—Gusseted, Size #86	Duro Bag	Compostable	✓	88402	San Francisco Supply Master
		BAG, Brown Kraft (LGT)—Gusseted, Size #66	Duro Bag	Compostable	✓	88402	San Francisco Supply Master
		Bag, Compostable Plastic, Gusseted	Bio Bag	Compostable	✓	88402	World Centric
Clamshells	MANDATORY	6x6x3, Clamshell Hinged Container, 1-compartment, bagasse, for hot and cold foods, tab closures	World Centric	Compostable	✓	88402	World Centric
		9x9x3, Clamshell Hinged Container, 1-compartment, bagasse, for hot and cold foods, tab closures	World Centric	Compostable	✓	88402	World Centric
		CLAMSHELL Hinged Container, bagasse, for cold foods, friction seal closure, 8" x 8" x 3"	Wilkinson	Compostable	✓	88402	World Centric

Definitions

Mandatory

Within a "mandatory" product category, San Francisco City staff may purchase *only* listed products. To purchase other products, a waiver from the Office of Contract Administration is required.

Currently on SF Contract?

Products marked in this column are currently offered on a San Francisco citywide term contract.

Criteria Used for Review

All products on this list meet environmental and health criteria established by the San Francisco Dept. of the Environment. The disposable food containers and utensils on this list are recyclable or compostable in San Francisco's curbside recycling and composting collection programs. All paper products intended to hold food or liquid break down in San Francisco's composting program. All compostable plastic products meet ASTM standards 6400 or 6868 for compostability. All other items are recyclable.

(SF STAFF ONLY)

Exceptions to Mandatory Purchasing Requirements

The mandatory requirement does not apply for these specific product uses. No waiver from the Office of Contract Administration is required in these situations.

Utensil No utensils that sufficiently break down into usable compost are currently available for use with hot foods over 190 degrees. For hot food these items are not mandatory.
EXCEPTIONS:

Last Updated: July 30, 2007

AWARD

Disposable Food Containers, Utensils & Service Items – Standard and Compostable

For the Term Dates May 1, 2007 Through April 30 2010

COMPANY INFORMATION

WARNING

Do not use any term contracts to purchase goods and/or services when using Federal, State or Special Funds. Term contracts may contain provisions that conflict with Federal or State provisions.

City departments must contact their assigned City Attorney for applicable provisions, procedures and

Name of Company: San Francisco Supply Master
Address: 2050 McKinnon Avenue
City, State, Zip: San Francisco CA 94124
Contact: Shahram Farman
Telephone Number: 415-642-0700
Fax Number: 415-642-4350
24-Hour Emergency Number: 415-264-1100
Toll-Free Number: 1-866-710-6400
E-mail: shah@sfsupplymaster.com
Payment Terms: 2% 30 Days, N31
Vendor Number: 23505
Warehouse Location: 2050 McKinnon Avenue
San Francisco, CA 94124
Will-Call Hours: 8:00am to 4:30pm
CBPO Number: BPSF00003345

Note: Accompany this Award is Attachment A, Contract Product/Service Quality Report. See General Condition 63.

Award Items 1 through 92

AWARD
Disposable Food Containers, Utensils & Service Items –
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COMPANY INFORMATION

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City departments must contact their assigned City Attorney for applicable provisions, procedures and

Name of Company:	World Centric
Address:	2211 Williams Street
City, State, Zip:	Palo Alto, CA 94306-1419
Contact:	Aseem Das, Executive Director
Telephone Number:	(650) 283-3797
Fax Number:	(866) 850-9732
24-Hour Emergency Number:	(650) 223-4087
E-mail:	orders@worldcentric.org
Payment Terms:	N30
Vendor Number:	71900
Warehouse Location:	195 C Page Mill Road Palo Alto, Ca 94306
Will-Call Hours:	8:00 a.m. to 5:00 P.M.
CBPO Number:	BPSF00003347

Note: Accompany this Award is Attachment A, Contract Product/Service Quality Report. See General Condition 63.

Award Items 98 through 108

AWARD

**Disposable Food Containers, Utensils & Service Items –
 Standard and Compostable**

For the Term Dates May 1, 2007 Through April 30 2010

Award Sheets

GROUP A—STANDARD FOOD SERVICE ITEMS

San Francisco Supply Master

Item No.	FOOD WRAPPINGS & MISC. ITEMS (PAPER & PLASTIC) Description, Size & Package Qty.	Brand & P/N Offered	Package Qty	Price /Package
1.	FOOD WRAP, FILM, Plastic Cling Type, 23" x 2,000', .0005" thick;1 RL/CS	AEP CLINIC CLASSIC 23" X 2000'	1 RL/CS	\$9.45/CS
2.	FOOD WRAP, FILM, Plastic Cling Type, 18" x 2,000', .0005" thick;1 RL/CS	AEP CLING CLASSIC 18" X 2000'	1 RL/CS	\$14.50/CS
3.	FOOD WRAP, FILM, Plastic Cling Type, 24" x 2,000', .0005" thick;1 RL/CS	AEP CLING CLASSIC 24" X 2000'	1 RL/CS	\$17.95/CS
4.	FOOD WRAP, FILM, Plastic Cling Type, 12" x 5,280', 50 Gauge; 1 RL/CS ("Mile Roll")	AEP CLING CLASSIC 12" X 5280 FT	1 MILE ROLL	\$25.60/CS
5.	FOOD WRAP, FILM, Plastic Cling Type, 18" x 5,280', 50 Gauge;1 RL/CS ("Mile Roll")	AEP CLING CLASSIC 18" X 5,280 FT	1 MILE ROLL	\$34.50/CS
6.	"BUTCHER WRAP", 50 lb. White Kraft, 24" x 1100'; 1 RL/CS	BAG CRAFT 24" X 1,100 HB24	1 ROLL/ CASE	\$38.50/CS
7.	LINER, BAKING PAN, Silicone-treated releasing parchment, Sheet size 16" x 24"; 1M SH/CS	BAG CRAFT 16" X 24" 25Q	1M SHEET/CS	\$29.95/CS
8.	STRAW, PLASTIC; White, Paper wrapped—8" Flex type; 10M /CS	IPACKSOLUTION 616001	1M/CS	\$57.65/CS
9.	COFFEE STIR STICKS, WOOD, 5.5" LONG; 10M/CS	POLY KING WOOD	10M/CS	\$20.40/CS
10.	FLATWARE, PLASTIC, SPOON, Med. Wt., 5.875" l.; 1M-BULK/BX	SOLO CUP COMPANY 05700	1M/CS	\$8.95/BX

AWARD

**Disposable Food Containers, Utensils & Service Items –
 Standard and Compostable**

For the Term Dates May 1, 2007 Through April 30 2010

Award Sheets

GROUP A—STANDARD FOOD SERVICE ITEMS

San Francisco Supply Master

Item No.	<u>PAPER NAPKINS, TOWELS, MISCELLANEOUS ITEMS</u> Description, Size & Package Qty.	Brand & P/N Offered	Package Qty	Price /Package
11.	FLATWARE, PLASTIC, FORK, Med. Wt., 6.25" l.; 1M-BULK/BX	SOLO CUP COMPANY 05750	1M/CS	\$8.95/BX
12.	FLATWARE, PLASTIC, KNIFE, Med. Wt., 6.50" l.; 1M-BULK/BX	SOLO CUP COMPANY 05800	1M/CS	\$8.95/BX
13.	FLATWARE, PLASTIC SOUP SPOON, Med Wt.; 1M-BULK/BX	SOLO CUP COMPANY 05850	1M/CS	\$8.95/BX
14.	"STANDARD" WRAPPED UTENSIL SET (KNIFE, FORK & SPOON, WITH NAPKIN); 250 ST/CS	KING PACKAGING (DIAMOND CRYSTAL) 01059	250ST/CS	\$14.47/CS
15.	NAPKIN, TABLE, PAPER, FULL CREPE; Approx. 7.5" x 13.5" open, 3.5" x 6.75" folded, 1-ply; 500/PKG—20 PKG/CS.	SCOTT PAPER LIMITED 6500	9M/CS	\$25.60/CS
16.	FOOD TOWEL ("Wypall-X70" type), 12.5" x 23.5", 1/4 FOLD; 300/BX	SCOTT KIMBERLY CLARK 5925	300/CS	\$47.60/CS
17.	TABLE COVER, PAPER 54" x 108"; 3-ply, assorted colors; 25/CS	SMITH-LEE CO., INC. 5308	25/CS	\$43.60/CS
18.	BAG, PLASTIC, GUSSETED, 1.3 mil, 33" w. x 40" l.; 250 BAG/BX	REPUBLIC BAG INC. HD33-40	250/CS	\$19.95/CS
19.	BAG, PLASTIC, FLAT, (ZIPLOC), 2.0 mil, 6" x 9"; 1M/CS	LPS INDUSTRIES, INC ZIPLOC 6X9	1M/CS	\$29.90/CS
20.	BAG, PLASTIC, FLAT, (PRODUCE), 2.0 mil, 11" x 14"; 1M/CS	WEST COAST TRADING INC. 25LP 11" X 14"	1M/CS	\$8.90/CS
21.	CAP, PAPER; "Blue Stripe" type 1M /CS	ROYAL RC100B	1M/CS	\$76.60/CS

AWARD

**Disposable Food Containers, Utensils & Service Items –
 Standard and Compostable**

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Award Sheets

GROUP A—STANDARD FOOD SERVICE ITEMS

San Francisco Supply Master

Item No.	<u>DIET (Condiment) KITS, FOR SFGH (with Plastic Utensils)</u> Description, Size & Package Qty.	Brand & P/N Offered	Package Qty	Price /Package
22.	DIET KIT (<u>Blue</u> color) containing the following items: 2 sugar 1 medium duty fork 1 salt 1 medium duty knife 1 pepper medium duty spoon 1 flex straw 1 dinner napkin Labeled "Regular" 250 KT/CS	KING PACKAGING (DIAMOND CRYSTAL) 5816	250/CS	\$35.50/CS
23.	DIET KIT (<u>Pink</u> color) containing the following items: 2 sugar 1 medium duty fork 1 salt 1 medium duty knife 1 flex straw 1 medium duty spoon 1 dinner napkin Labeled "Bland" 250 KT/CS	KING PACKAGING (DIAMOND CRYSTAL) 5817	250/CS	\$37.20/CS
24.	DIET KIT (<u>Yellow</u> color) containing the following items: 1 sugar substitute 1 salt 1 medium duty fork 1 pepper 1 medium duty knife 1 flex straw 1 medium duty spoon 1 dinner napkin Labeled "Sugar Free" 250 KT/CS	KING PACKAGING (DIAMOND CRYSTAL) 5818	250/CS	\$34.59/CS

AWARD

**Disposable Food Containers, Utensils & Service Items –
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Award Sheets

GROUP A—STANDARD FOOD SERVICE ITEMS

San Francisco Supply Master

Item No.	DIET (Condiment) KITS, FOR SFGH (with Plastic Utensils) Description, Size & Package Qty.	Brand & P/N Offered	Package Qty	Price /Package
25.	DIET KIT (<u>Grey</u> color) containing the following items: 2 sugar 1 "chef seasoning" 1 pepper 1 medium duty fork 1 flex straw 1 medium duty knife 1 medium duty spoon 1 dinner napkin Labeled "Low Sodium" 250 KT/CS (SFGH)	KING PACKAGING (DIAMOND CRYSTAL) 5819	250/CS	37.60/CS
26.	DIET KIT (<u>Orange</u> color) containing the following items: 1 sugar substitute 1 "chef seasoning" 1 pepper 1 medium duty fork 1 flex straw 1 medium duty knife 1 medium duty spoon 1 dinner napkin Labeled "No Sugar, Low Sodium" 250 KT/CS (SFGH)	KING PACKAGING (DIAMOND CRYSTAL) 5850	250/CS	\$37.50/CS

AWARD

**Disposable Food Containers, Utensils & Service Items –
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GROUP A—STANDARD FOOD SERVICE ITEMS

San Francisco Supply Master

Item No.	PAPER PRODUCTS Description, Size & Package Qty.	Brand & P/N Offered	Package Qty	Price /Package
27.	CUP, HOT DRINK, Paper, 8 oz. size, white; 1M/CS	SOLO CUP COMPANY P508W	1M/CS	\$34.50/CS
28.	CUP, HOT DRINK, Paper 12 oz. size, white; 1M/CS	SOLO CUP COMPANY PS512W	1M/CS	\$49.80/CS
29.	CUP, HOT DRINK, Paper 16 oz. size, white; 1M /CS	SOLO CUP COMPANY P516W	1M/CS	\$63.60/CS
30.	CUP, HOT DRINK, Paper 20 oz. size, white; 1M /CS	SOLO CUP COMPANY P520W	1M/CS	\$76.50/CS
31.	LID for HOT DRINK 8 oz. CUP (Fits Item 27 above); 1M/CS	SOLO CUP COMPANY LTG508	1M/CS	\$22.40/BX
32.	LID for HOT DRINK CUP 12 oz., 16 oz., & 20 oz. (Fits Items 28 through 30 above); 1M/CS	SOLO CUP COMPANY LTG516	1M/CS	\$26.40/BX
33.	CUP, COLD DRINK, Paper, 8 oz. size, no labeling; 2M/CS	SOLO CUP COMPANY R7N 7.5 OZ	2M/CS	\$55.40/CS
34.	CUP, COLD DRINK, Paper, 12 oz. size; 2M/CS	SOLO CUP COMPANY R12N	2M/CS	\$67.90/CS
35.	CUP, COLD DRINK, Paper, 16 oz. size, 1M/CS	SOLO CUP COMPANY R16N	1M/CS	\$43.60/CS
36.	CUP, COLD DRINK, Paper, 21 oz. size, 1M/CS	SOLO CUP COMPANY R22N	1M/CS	\$59.40/CS
37.	LID for COLD DRINK 8 oz. CUP (Fits Item 33 above); 2M/CS	SOLO CUP COMPANY L7N	2M/CS	\$31.60/BX
38.	LID for COLD DRINK CUP 12 oz., 16 oz., & 21 oz. (Fits Items 34 through 36 above); 1M/CS	SOLO CUP COMPANY L16BL	1M/CS	\$45.50/BX
39.	CUP SLEEVE, HOT DRINK, Unbleached Paper, fits 8, 12, 16 & 20 oz. size paper cups; 1.2M/CS	INTERNATIONAL PAPER ECO RCKD-20	1.2M/CS	\$54.70/CS

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GROUP A—STANDARD FOOD SERVICE ITEMS

San Francisco Supply Master

Item No.	PAPER PRODUCTS Description, Size & Package Qty.	Brand & P/N Offered	Package Qty	Price /Package
40.	PLATE—6" Dia., Paper, molded fiber, heavy weight, rigid, unlined; 1,000/CS	PRIMELINK SOLUTIONS PL-06-01	1000/CS	\$27.50/CS
41.	PLATE—9" Dia., Paper, molded fiber, heavy weight, rigid, unlined; 500/CS	PRIMELINK SOLUTIONS PL-09	500/CS	\$29.60/CS
42.	PLATE—9" Dia., 3 sections, Paper, molded fiber, heavy weight, rigid, unlined; 500/CS	PRIMELINK SOLUTIONS PL-93	500/CS	\$29.60/CS
43.	PLATE—10-1/4" Dia., 3 sections, Paper, molded fiber, heavy weight, rigid, unlined; 500/CS	PRIMELINK SOLUTIONS PL-11	500/CS	\$39.90/CS
44.	CONTAINER, HOT SOUP, 8 oz., poly lined paper; 500/CS	SOLO CUP COMPANY H408	500/CS	\$46.80/CS
45.	CONTAINER, HOT SOUP, 12 oz., poly lined paper; 500/CS	SOLO CUP COMPANY H4125	500/CS	\$51.50/CS
46.	CONTAINER LID, HOT SOUP, paper, White (fits 8 oz & 12 oz. soup bowl—Items 44 & 45); 500/BX	SOLO CUP COMPANY CH8A	500/CS	\$39.40/BX
47.	TRAY, Paper, 6 oz., "French Fry Boat"; 1M/BX	SOLO CUP COMPANY FT06	1M/CS	\$16.80/BX
48.	TRAY, Paper, 8 oz., "French Fry Boat"; 1M/BX	SOLO CUP COMPANY FT08	1M/CS	\$17.40/BX
49.	TRAY, Paper, 16 oz., "French Fry Boat"; 1M/BX	SOLO CUP COMPANY FT1	1M/CS	\$19.90/BX
50.	TRAY, Service, Papyrus, 14" x 18", White; 100/CS	HUHTIMAKI INC. 20804	100/CS	\$53.70/CS

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GROUP A—STANDARD FOOD SERVICE ITEMS

San Francisco Supply Master

Item No.	CLEAN-UP SUPPLIES Description, Size & Package Qty.	Brand & P/N Offered	Package Qty	Price /Package
51.	PADS, Scour, 6" x 9", 10/PKG—10 PKG/CS	DISCO HD69	10PKG/CS	\$29.80/CS
52.	PADS, Heavy Duty Scour, Blue Nylon, 10/PKG—10 PKG/CS	DISCO PP88	10PKG/CS	\$27.50/CS
53.	GRILL BRICKS—Imitation Lava, 12/CS	DISCO GB12	12/CS	\$16.50/CS
54.	DIET KIT—BLAND, "Diamond Crystal" Item No. 5126 (Or Equal); 500 KT/CS	KING PACKAGING (DIAMOND CRYSTAL) 5126	500 /CS	\$38.40/CS
55.	DIET KIT—LOW SALT, "Diamond Crystal" Item No. 5521 (Or Equal); 500 KT/CS	KING PACKAGING (DIAMOND CRYSTAL) 5521	500 /CS	\$39.60/CS

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Item No.	LAGUNA HONDA HOSPITAL FOOD SERVICE ITEMS Description, Size & Package Qty.	Brand & P/N Offered	Package Qty	Price /Package
56.	DIET KIT—NO SUGAR, "Diamond Crystal" Item No. 5490 (Or Equal); 500 KT/CS (LHH)	KING PACKAGING (DIAMOND CRYSTAL) 5490	500 KT/CS	\$32.90/CS
57.	DIET KIT—NO SUGAR & LOW SALT, "Diamond Crystal" Item No. 5491 (Or Equal); 500 KT/CS (LHH)	KING PACKAGING (DIAMOND CRYSTAL) 5491	500 KT/CS	\$34.65/CS
58.	DIET KIT—REGULAR, "Diamond Crystal" Item No. 5112 (Or Equal); 500 KT/CS (LHH)	KING PACKAGING (DIAMOND CRYSTAL) 5112	500 KT/CS	\$34.80/CS
59.	APRONS, Plastic 24" x 42" White; 100/BX	ROYAL DA 28X46	10/100/CS 1M/CS	\$57.40/CS
60.	BAG, Brown Kraft—Gusseted, Size #10, 6-5/16" x 4-1/8" x 13-3/8"; 500/BDL-4/BD/BALE	DURO BAG #10	500/BDL	\$17.80/BDL
61.	BAG, Brown Kraft (HVY)—Gusseted, Size #86, 12" x 7" x 17"; 400/BDL	DURO BAG #86	400/BDL	\$39.90/BDL
62.	BAG, Brown Kraft (LGT)—Gusseted, Size #66, 12" x 7" x 17"; 500/BDL	DURO BAG #66	500/BDL	\$42.60/BDL
63.	BAG, Clear Sandwich, Fold over type, 7" x 7"; 3M/CS	AEP CS-5 7" X 7"	3M/CS	\$41.70/CS
64.	CAP, BEARD (Disposable); 1M/CS	GOLD MAX GOL2019	1M/CS	\$28.90/CS
65.	FILTER, Coffee Urn, 2-gal, 5" x 15"; 500/CS	BUNN-O-MATIC 15" X 5"	500/CS	\$14.60/CS
66.	COVER, Pan Rack, 52" X 80"; 150/RL.	REPUBLIC BAG INC. N528017BP	50/RL	\$15.70/CS

AWARD

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GROUP A—STANDARD FOOD SERVICE ITEMS

San Francisco Supply Master

Item No.	LHH ITEMS (CONTINUED) Description, Size & Package Qty.	Brand & P/N Offered	Package Qty	Price /Package
67.	CUP, 2-oz. Soufflé, Plastic; 2.4M/CS	SOLO CUP COMPANY P200	2500/CS	\$27.30/CS
68.	CUP, Clear Plastic, ("Portion"), 4-oz; 2.5M/CS	SOLO CUP COMPANY P400	2500/CS	\$36.90/CS
69.	LID, Clear Plastic, 4-oz; 2.5M/CS (For Item 68 above)	SOLO CUP COMPANY PL4	2500/CS	\$38.40/CS
70.	COLD CUP (PLASTIC), 9 oz. size cup, Clear, "Cocktail", Polystyrene, Unprinted; 1M/BX	FABRI-KAL CORPORATION PLA GC90F	1M/CS	\$59.60/BX
71.	COLD CUP (PLASTIC), 10 oz. size cup, Clear, "Tall", Polystyrene, Unprinted; 1M/BX	FABRI-KAL CORPORATION PLA GC10	1M/CS	\$59.60/BX
72.	DOME COVER, Clear—12-oz. Round; 1M/CS	FABRI-KAL CORPORATION DLGC12/20	1M/CS	\$37.80/CS
73.	PAN, Aluminum (Disposable)— Full-size, 4" Deep; 50/CS	DURABLE PACKAGING 7900	50/CS	\$47.90/CS
74.	PAN, Aluminum (Disposable)— 1/2-Size, 4" Deep; 100/CS	DURABLE PACKAGING 4200	100/CS	\$32.60/CS
75.	PAN, ALUMINUM (Disposable)— 1/3-Size, 4" Deep; 100/CS	DURABLE PACKAGING 5200	200/CS	\$79.50/CS
76.	LID FOR FULL-SIZE PAN, Aluminum (Disposable); 50/CS	DURABLE PACKAGING 8900	50/CS	\$27.60/CS
77.	LID FOR 1/2-SIZE PAN, Aluminum (Disposable); 100/CS	DURABLE PACKAGING 8200	100/CS	\$24.60/CS
78.	LID FOR 1/3-SIZE PAN, Aluminum (Disposable); 150/CS	DURABLE PACKAGING 8500	100/CS	\$32.60/CS
79.	LID, Portion Cup, 2-oz.; 2.5M/BX	SOLO CUP COMPANY PL2	2500/CS	\$29.70/BX

AWARD

**Disposable Food Containers, Utensils & Service Items –
 Standard and Compostable**

For the Term Dates May 1, 2007 Through April 30 2010

Award Sheets

GROUP A—STANDARD FOOD SERVICE ITEMS

San Francisco Supply Master

Item No.	LHH ITEMS (CONTINUED) Description, Size & Package Qty.	Brand & P/N Offered	Package Qty	Price /Package
80.	NAPKIN, Beverage, 2-ply, Color (Assorted), 10" x 10"; 1M/CS	SMITHLEE 1044	1M/CS	\$19.80/CS
81.	NAPKIN, Beverage, White, 10" x 10"; 4M/CS	SCOTT PAPER LIMITED 6200	5M/CS	\$23.60/CS
82.	NAPKIN, Catering, 2-ply 15" x 17";1M/CS	SCOTT PAPER LIMITED 7600	2400/CS	\$37.60/CS
83.	NAPKIN, Dispenser type, 12" x 13"; 5.4M/CS	SCOTT PAPER LIMITED 6700	5.6M/CS	\$38.70/CS
84.	TAPE, Register, Paper, 44-mm x 165"; 100/CS	NATIONAL 1441SP	50/CS	\$24.90/CS
85.	TAPE, Register, Paper, 2.25" x 165"; 100/CS	NATIONAL 1225SP	40/CS	\$25.60/CS
86.	PLATE, 6" Dinnerware, Clear; 240/CS	WNA DW6180CL	180/CS	\$49.90/CS
87.	PLATE, 9" Dinnerware, Clear; 252/CS	WNA DW9180CL	180/CS	\$79.50/CS
88.	PLACE MAT, Table, 10" x 14", Rectangular, w/Lace Design; 1M/CS	SMITHLEE 32052	1M/CS	\$14.50/CS
89.	TRAY, CATERING, ROUND, Aluminum, 12" Dia.; 50/CS	DURABLE PACKAGING 12FT	50/CS	\$42.60/CS
90.	TRAY, CATERING, ROUND, Aluminum, 18" Dia.; 50/CS	DURABLE PACKAGING 18FT	50/CS	\$78.70/CS
91.	WRAP, ALUMINUM, Full Roll, 24" x 1,000'	DURABLE PACKAGING 92410 HEAVY DUTY	1/ROLL	\$86.95/RL
92.	WRAP, ALUMINUM, Sheets, 9" x 10"; 500/BX – 6 BX/CS	DURABLE PACKAGING 91050	3M/CS	\$47.30/CS

AWARD

Disposable Food Containers, Utensils & Service Items – Standard and Compostable

For the Term Dates May 1, 2007 Through April 30 2010

Award Sheets

GROUP A—STANDARD FOOD SERVICE ITEMS

Item No.	LAGUNA HONDA HOSPITAL “ALADDIN” SERVING ITEMS Description, P/N & Package Qty.	Brand & P/N Offered
93.	DISH, DESSERT—Disposable, Aladdin Item No. AO9A (No Substitute); 6M/CS	NO AWARD
94.	DISH, SIDE—Disposable, Aladdin Item No. AO5A (No Substitute); 4M/CS	NO AWARD
95.	DISH, RECTANGULAR SOUP BOWL—Disposable, Aladdin Item No. B24 (No Substitute); 1M/CS	NO AWARD
96.	LID, RECTANGULAR SOUP BOWL DISH—Disposable, Aladdin Item No. B21A (No Substitute); 3M/CS	NO AWARD
97.	LID, MUG/BOWL—Disposable, Aladdin Item No. B42 (No Substitute); 2M/CS	NO AWARD

AWARD

**Disposable Food Containers, Utensils & Service Items –
 Standard and Compostable**

For the Term Dates May 1, 2007 Through April 30 2010

Award Sheets

GROUP B—COMPOSTABLE FOOD SERVING ITEMS

World Centric

Item No.	COMPOSTABLE FOOD SERVING PRODUCTS Description, Size & Package Qty.	Brand & P/N Offered	Package Qty	Price /Package
98.	COLD CUP (PLA), 9 oz. size cup, Clear, "Cocktail", cornstarch based resin, Unprinted; 1M/BX	"TALL" 9-OZ.	2000/CS	\$90.00/BX
99.	COLD CUP (PLA), 10 oz. size cup, Clear, "Tall", cornstarch based resin, Unprinted; 2M/BX	"SQUAT" 10-OZ.	1000/CS	\$58.00/BX
100.	SPOON, for hot foods; PLA (or other compostable material, clearly labeled; 50/BG-20 BG/CS	CORNSTARCH 200F COMPOSTABLE PACKAGING	1000/CS	\$29.00/CS
101.	FORK, for hot foods; PLA (or other compostable material, clearly labeled; 50/BG-20 BG/CS	CORNSTARCH 200F COMPOSTABLE PACKAGING	1000/CS	\$29.00/CS
102.	KNIFE, for hot foods; PLA (or other compostable material, clearly labeled; 50/BG-20 BG/CS	CORNSTARCH 200f COMPOSTABLE PACKAGING	1000/CS	\$29.00/CS
103.	"PLA" WRAPPED SET (KNIFE, FORK & SPOON, WITH NAPKIN); 250 ST/CS	CORNSTARCH 200f COMPOSTABLE PACKAGING	750/CS	\$74.00/CS
104.	CLAMSHELL Hinged Container, <u>1-compartment</u> , bagasse, for hot and cold foods, tab closures, 6.3" x 6.1" x 2.5"; 500/CS	WORLD CENTRIC 6" X 6" X 3"	500/CS	\$45.00/CS

AWARD
Disposable Food Containers, Utensils & Service Items –
Standard and Compostable

For the Term Dates May 1, 2007 through April 30, 2010

BIDS AND CONTRACT CONDITIONS

AWARD SHEET (Continued)

GROUP B—COMPOSTABLE FOOD SERVING ITEMS

World Centric

Item No.	COMPOSTABLE FOOD SERVING PRODUCTS Description, Size & Package Qty.	Brand & P/N Offered	Package Qty	Price /Package
105.	CLAMSHELL Hinged Container; <u>1-compartment</u> , bagasse, for hot and cold foods, tab closures, 9" x 9.5" x 3.5"; 300/CS	WORLD CENTRIC 9" X 9" X 3"	300/CS	\$47.00/CS
106.	CLAMSHELL Hinged Container; <u>3-compartment</u> , bagasse, for hot and cold foods, tab closures, 9" x 9.5" x 3.5"; 300/CS	WORLD CENTRIC 9" X 9" X 3"	300/CS	\$47.00/CS
107.	CLAMSHELL Hinged Container, bagasse, for cold foods, friction seal closure, 8" x 8" x 3"; 160/CS	WILKINSON	160 CS	\$45.00/CS
108.	BAG, COMPOSTABLE Plastic, GUSSETED, 1.3 mil, 33"W x 39"L; 80/BX;	"BIO BAG" 33" X 39", 1.2 mil	80/BX	\$54.00/BX

AWARD
**Disposable Food Containers, Utensils & Service Items –
Standard and Compostable**

For the Term Dates May 1, 2007 through April 30, 2010

BIDS AND CONTRACT CONDITIONS

Terms Related to Bidding

1. WHEN BIDS ARE DUE; BID OPENING PROCEDURES

Bids must be delivered before time set for bid opening. Bids will be opened by Purchasing at the hour and place stated in the ad in the presence of bidders who attend, and bid prices will be read upon request as time permits. Bidders may inspect the bids after award.

2. ALTERNATES

When the name of a manufacturer, brand or make, with or without model number, is used in describing any item in this document, bids for similar articles will be considered unless otherwise stated. Purchasing shall be the sole judge as to whether such alternate articles are acceptable. Unless bidder states to the contrary, articles offered will be assumed to be the specific articles named in this document. If not offering the specific article named, bidder should enclose with its bid full information, specifications and descriptive data on items offered. Purchasing reserves the right to permit deviations from the specifications if any article offered is substantially in accord with Purchasing's specifications and is deemed by Purchasing to be of as good quality and as fully satisfactory for its intended use. Bidder is responsible for identifying any deviations from Purchasing's specifications.

3. ARTICLES FURNISHED

Articles and services must comply with applicable laws, ordinances and other legal requirements, including (among others) the Cal-OSHA regulations in Title 8 of the Calif. Code of Regulations and, for electrical products, Articles 89-6 and 90-71 of the S.F. Electrical Code. In addition, if an electrical item has not been tested by a lab approved by City's Dept. of Public Works (DPW), Contractor will so notify the requesting department before delivery by writing the department at the "Deliver to" address on the front of the Purchase Order. Approved testing labs are: American Gas Assn.; Applied Research Labs; Electro-Test, Inc.; ETS Testing Labs; Factory Mutual Research; Gas and Mechanical Lab; Underwriters Labs. When a non-tested item is delivered, the department will request approval from DPW. If the department is unable to obtain approval, City reserves the right to cancel the transaction and return the item to Contractor, at no charge to City.

4. PLACE OF MANUFACTURE

No article furnished shall have been made in prison or by convict labor, except, for articles purchased for use by City's detention facilities.

5. CONDITION OF ARTICLE

Articles offered and furnished must be new and previously unused, and of manufacturer's latest model, unless otherwise specified herein.

AWARD
Disposable Food Containers, Utensils & Service Items –
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BIDS AND CONTRACT CONDITIONS

6. SAMPLES

Articles offered as equal to "City sample" must fully conform thereto; "City samples" may be inspected at the place designated by Purchasing. Samples must be furnished as required in this document. Those submitted by successful bidders may be retained for testing or checked against deliveries, in which case allowance will be made to Contractor. Each sample shall be plainly marked in a durable manner with the name of the bidder, the contract proposal number, and the item number. Submitted sample will be deemed to be exactly what bidder proposes to furnish unless otherwise clearly indicated by the bidder in writing with the submittal of the sample. Sufficiency of sample will be determined by Purchasing. Do not enclose sample with bid, and do not wrap bid in package with sample.

7. FOB POINT

F.O.B. destination in SAN FRANCISCO, FREIGHT PREPAID AND ALLOWED.

8. PRICE LIST DISCOUNTS

When bids are based on prices from a catalog or price list, bidder shall furnish copies of the catalog or price list as required herein. Contractor shall furnish additional lists as required. Bids will be considered for price lists offered other than specified provided the alternate price list can be readily compared on an overall basis with the specified price list. Bidder's price list discounts must remain firm during the term of the contract.

9. BIDDING ON SEPARATE ITEMS AND IN THE AGGREGATE

Bidders may bid separately for any item unless otherwise provided. Bidders may make an offer on one, some or all items, unless otherwise provided.

10. PRICES

Prices quoted must be fixed except as otherwise specified in this document. Any bid requiring receipt of order in less than 30 days will be unacceptable unless otherwise specified herein.

11. AWARDS; REJECTION OF BIDS

Purchasing may make awards on one, some or all services in a bid. Purchasing reserves the right to reject any and all bids.

12. CASH DISCOUNTS; TERMS OF PAYMENT

Cash discount (discount for prompt payment) will be taken into consideration in determining the low bid under the following conditions:

- A. Discount period must be at least 30 days.

AWARD
Disposable Food Containers, Utensils & Service Items –
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BIDS AND CONTRACT CONDITIONS

Example: "1%, 30 days. Net 31."

- B. The maximum cash payment discount that will be considered when determining the lowest bid will be 2%.
- C. The discount period will start upon date of completion or delivery of all items on any Purchase Order or other authorization certified by Controller, or upon date of receipt of properly prepared invoices covering such deliveries, whichever is later.
- D. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the City's check.

Whether or not the discount is taken into consideration in determining the low bid, it will be deducted from the invoice amount in accordance with the provisions of "c and "d" above, unless otherwise provided by bidder. No additional charge shall accrue against City in the event that City does not make payment within any time specified by bidder.

13. SUNSHINE ORDINANCE

In accordance with Sec. 67.24(e) of the San Francisco Administrative Code, contracts, contractors' bids, responses to RFPs and all other records of communications between City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

Terms Related to the Contract

14. INSPECTION

All articles supplied shall be subject to inspection and rejection by Purchasing or any department official responsible for inspection.

15. CONTRACT INTERPRETATION: CHOICE OF LAW/VENUE; ASSIGNMENT

Should any questions arise as to the meaning and intent of the contract, the matter shall be referred to Purchasing, who shall decide the true meaning and intent of the contract. This contract shall be deemed to be made in, and shall be construed in accordance with the laws of the State of California; the venue for all claims arising out of this contract shall be in San Francisco. This contract may be assigned only with the written approval of Purchasing.

AWARD
Disposable Food Containers, Utensils & Service Items –
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BIDS AND CONTRACT CONDITIONS

16. HOLD HARMLESS AND INDEMNIFICATION

Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Contract, including, but not limited to, the use of Contractor's facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Contract, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

Contractor shall indemnify and hold City harmless from all loss and liability, including attorney's fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Contract.

17. FAILURE TO DELIVER

If Contractor fails to deliver an article or service of the quality, in the manner or within the time called for by this Contract, such article or service may be bought from any source by Purchasing and if a greater price than the contract price be paid, the excess price will be charged to and collected from Contractor or sureties on its bond if bond has been required.

18. BUDGET AND FISCAL PROVISIONS

This Contract is subject to the budget and fiscal provisions of City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

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BIDS AND CONTRACT CONDITIONS

This Contract will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Contract will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

City has no obligation to make appropriations for this Contract in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Contract.

19. DEFAULT; REMEDIES

On and after any event of default, City shall have the right to exercise its legal and equitable remedies, including without limitation, the right to terminate this Contract or to seek specific performance of all or any part of this Contract. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any event of default. Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Contract or any other contract between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such event of default and any liquidated damages due from Contractor pursuant to the terms of this Contract or any other contract.

All remedies provided for in this Contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

20. TERMINATION FOR CONVENIENCE

City shall have the option, in its sole discretion, to terminate this Contract, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City.

21. GUARANTEED MAXIMUM COSTS

- A. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.
- B. Except as may be provided by City ordinances governing emergency conditions, the City and its employees and officers are not authorized to request Contractor to

AWARD
Disposable Food Containers, Utensils & Service Items –
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BIDS AND CONTRACT CONDITIONS

perform services or to provide materials, equipment and supplies that would result in Contractor performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract unless the contract is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. The City is not required to reimburse Contractor for services, materials, equipment or supplies that are provided by Contractor which are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract and which were not approved by a written amendment to the agreement having been lawfully executed by the City.

- C. The City and its employees and officers are not authorized to offer or promise to Contractor additional funding for the contract which would exceed the maximum amount of funding provided for in the contract for Contractor's performance under the contract. Additional funding for the contract in excess of the maximum provided in the contract shall require lawful approval and certification by the Controller of the City. The City is not required to honor any offered or promised additional funding for a contract which exceeds the maximum provided in the contract which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained.
- D. Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

22. TAXES

- A. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Contract, or the services delivered pursuant hereto, shall be the obligation of Contractor.
- B. Contractor recognizes and understands that this Contract may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Contract entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:
 - (1) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;
 - (2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Contract may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Contract. Contractor accordingly

AWARD
**Disposable Food Containers, Utensils & Service Items –
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BIDS AND CONTRACT CONDITIONS

agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

- (3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.
- (4) Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

23. USE OF CITY OPINION

Contractor shall not quote, paraphrase, or otherwise refer to or use any opinion of City, its officers or agents, regarding Contractor or Contractor's performance under this Contract without prior written permission of Purchasing.

24. NONDISCRIMINATION; PENALTIES

- A. Contractor Shall Not Discriminate.** In the performance of this Contract, Contractor agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or AIDS or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with Contractor, in any of Contractor's operations within the U.S., or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Contractor.
- B. Subcontracts.** Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code 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 Contract.
- C. Nondiscrimination in Benefits.** Contractor does not as of the date of this Contract and will not during the term of this Contract, in any of its operations in San Francisco, on real property owned by the City or where work is being performed for the City, discriminate in the provision of bereavement leave, family medical leave, health

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benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, and any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, or between the domestic partners and spouses of such employees, if the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to conditions set forth in San Francisco Administrative Code Sec. 12B.2(b).

- D. Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated by reference and made a part of this Contract as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Contract under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to Section 12B.2(h) 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 Contract may be assessed against Contractor and/or deducted from any payments due Contractor.

25. LOCAL BUSINESS ENTERPRISE UTILIZATION; LIQUIDATED DAMAGES

- a. The LBE Ordinance.** Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.
- b. Compliance and Enforcement.**

Enforcement. If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be

AWARD
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liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17.

By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City.

Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

26. MACBRIDE PRINCIPLES – NORTHERN IRELAND

The City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride principles.

27. TROPICAL HARDWOOD AND VIRGIN REDWOOD BAN

The City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood product, virgin redwood or virgin redwood product. If this order is for wood products or a service involving wood products: (a) Chapter 8 of the Environment Code is incorporated herein and by reference made a part hereof as though fully set forth. (b) Except as expressly permitted by the application of Sections 802(B), 803(B), and 804(B) of the Environment Code, Contractor shall not provide any items to the City in performance of this Contract which are tropical hardwoods, tropical hardwood products, virgin redwood or virgin redwood products. (c) Failure of Contractor to comply with any of the requirements of Chapter 8 of the Environment Code shall be deemed a material breach of contract.

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28. RESOURCE CONSERVATION

Contractor agrees to comply fully with the provisions of Chapter 5 of the San Francisco Environment Code ("Resource Conservation"), as amended from time to time. Said provisions are incorporated herein by reference.

29. SUBMITTING FALSE CLAIMS; MONETARY PENALTIES

Any contractor, subcontractor or consultant who commits any of the following acts shall be liable to the City for three times the amount of damages which the City sustains because of the act of that contractor, subcontractor or consultant. A contractor, subcontractor or consultant who commits any of the following acts shall also be liable to the City for the costs, including attorney's fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim: (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. (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.

30. LIABILITY OF CITY

CITY'S PAYMENT OBLIGATIONS UNDER THIS CONTRACT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR UNDER THIS CONTRACT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, IN NO EVENT SHALL CITY BE LIABLE REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS CONTRACT.

31. DRUG-FREE WORKPLACE POLICY

Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents, or assigns will be deemed a material breach of this Contract.

32. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether

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BIDS AND CONTRACT CONDITIONS

directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Contract in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Contract and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Contract.

33. COMPLIANCE WITH LAWS

Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Contract, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

34. BID PROTESTS

Bid protests for purchases of Commodities in excess of \$50,000 shall be submitted and responded to in accordance with Rules and Regulations 21.3(i) pertaining to the San Francisco Administrative Code, Chapter 21.

End Bid and Contract Conditions

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These terms and conditions supplement the City's Bid and Contract Conditions. In the event of a conflict between these conditions and the preceding Bid and Contract Conditions, these conditions shall take precedence.

35. CONTRACT TERM

The contract period shall be for thirty-six (36) months. The initial term of this contract is the period from award execution date, approximately May 1, 2007, or the above-stated term date, whichever is later, through the last day of the month of a 36 consecutive month period.

36. CONTRACT EXTENSION

This contract may be extended, all or in part, for a period or periods up to one year by mutual agreement in writing. The maximum contract period shall not be more than 10 years.

37. TOLL-FREE TELEPHONE NUMBER

A contractor located outside of the City and County of San Francisco is encouraged to provide free telephone services for placing orders. This requirement can be met by providing a toll-free telephone number or accepting collect calls. The free service may be a consideration in evaluating this bid.

38. COOPERATIVE AGREEMENT

Contractor agrees _____ or does not agree _____ (make a selection by an "X" mark) that during the term of this agreement and any authorized extension, the Director of Purchasing may allow other public agencies or non-profits made up of multiple public agencies to utilize this agreement to obtain some or all of the services and/or commodities to be provided by Contractor under the same terms and conditions as the City, pursuant to a Board of Supervisor Resolution.

39. LEFT BLANK BY AGREEMENT OF THE PARTIES

40. LBE ORDINANCE

To qualify for a bid discount under the provisions of Admin. Code Chapter 14B, an LBE must be certified by the Human Rights Commission by the Bid Due date.

The certification application is available from HRC (415) 252-2500, and on the web at:
www.sfhrc.org

Click on 14B (LBE) Requirements & Forms.

Click on appropriate LBE Certification Application

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GENERAL CONDITIONS (Continued)

41. CLAIM FOR PREFERENCE

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

42. PREFERENCE FOR BROKERAGE SERVICES

Pursuant to Section 14B.7 of the Administrative Code, a bid preference will only be awarded to an LBE, or an LBE joint venture where the LBE's participation in the joint venture exceeds 35 percent, directly responsible for providing materials, equipment, supplies or services to City as required by the Bid solicitation. An LBE will be deemed to be directly responsible for providing the required commodity or service only if it regularly does business as a manufacturer, or authorized manufacturer's representative, dealer or distributor, stocking distributor, franchisee, licensee, service provider, or has another direct agency relationship with the manufacturer or provider of the solicited commodity or service, and has been so certified by HRC.

An LBE will be considered to be "regularly doing business", as that term is used in the foregoing paragraph, if in the normal course of business, it stocks, warehouses or distributes commodities to businesses or entities other than public entities having a local business preference program. Such a determination will be subject to audit by HRC.

No preference will be given to an LBE engaging in brokerage, referral or temporary employment services not meeting this definition, unless those services are required and specifically requested by the department.

43. LBE SUBCONTRACTING

A. Subcontracting to LBEs

Bidder is encouraged to make good faith efforts to award subcontracts to City and County of San Francisco-certified LBEs. This can be achieved through subcontracting, sub-consulting or supply opportunities. With the bid, the bidder is encouraged to provide a description of the type of good faith efforts the bidder estimates it may make under the contract.

B. Examples of Good Faith Efforts

"Good Faith Efforts" include but are not limited to the following:

- (1) Identifying and selecting specific products or services which can be subcontracted to certified LBEs.
- (2) Providing written notice to potential LBE subcontractors that Bidder will be bidding on this Contract and will be seeking subcontractors.

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- (3) Advertising in one or more daily or weekly newspapers, trade association publications, trade oriented publications, trade journals, or other media specified by the City, for LBEs that are interested in participating in the project.
- (4) Following up on initial notices the Contractor sent to LBEs by contacting the LBEs to determine whether they were interested in performing specific parts of the project.
- (5) Providing interested LBEs with information about the scope of work.
- (6) Negotiating in good faith with the LBEs, and not unjustifiably rejecting as unsatisfactory proposals prepared by any LBEs, as determined by the City.
- (7) Where applicable, advising and making efforts to assist interested LBEs in obtaining insurance required by the City and the prime contractor.
- (8) Making efforts to obtain LBE participation that the City could reasonably expect would produce a level of participation sufficient to meet the City's goals and requirements.

C. Examples of Subcontracting

The following are examples of products which could be subcontracted under this Contract. The list is not intended to be exhaustive:

- (1) the products or services which the vendor in turn sells to the City, or components of those products; (see Page 1 of the bid sheet);
- (2) packing containers and materials used to ship the City's order;
- (3) services of the carrier who delivers the City's orders;
- (4) Pro rata share of LBE spending which is part of the vendor's general and administrative expenses, if the vendor can show that the pro rata share can be reasonably allocated to this contract.

D. Reports

On a quarterly (January 1 – March 31, April 1 – June 30, July 1 - September 30, October 1 – December 31) basis, the Contractor will provide Purchasing with reports on LBE subcontracting under this Contract. The report must include a narrative description of the good faith efforts, if any, the Contractor has made during the quarter to provide subcontracting opportunities to LBEs and to meet the percentage goal.

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GENERAL CONDITIONS (Continued)

E. HRC Data on LBEs

Contractor will obtain from HRC a copy of HRC's database of LBEs, and this or other information from HRC, shall be the basis for determining whether a LBE is confirmed with HRC. Contractor will obtain an updated copy of HRC's database at least **quarterly**. Please call HRC at (415) 252-2500.

44. AUDIT AND INSPECTION OF RECORDS

Contractor agrees to maintain and make available to City during business hours accurate books and accounting records relative to its activities under this Contract. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Contract, whether funded in whole or in part under this Contract. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Contract or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject of this Contract shall have the same rights conferred upon City by this Article.

45. CONFLICT OF INTEREST

Through its execution of this Contract, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of any said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Contract.

46. NON-WAIVER OF RIGHTS

The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall in any way affect the right of the party to enforce such provisions thereafter.

47. CONTRACTOR'S DEFAULT

If Contractor fails to fulfill its obligations under this Contract Proposal, whether or not said obligations are specified in this section, Purchasing reserves the right to: (a) terminate this contract at no cost to City; (b) take action in accordance with Sections 17 and 19, or (c) exercise any other legal or equitable remedy.

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GENERAL CONDITIONS (Continued)

48. BANKRUPTCY

In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other party this Contract shall terminate and be of no further force and effect, and any property or rights of such other party, tangible or intangible, shall forthwith be returned to it.

49. INCIDENTAL AND CONSEQUENTIAL DAMAGES

Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Contract shall constitute a waiver or limitation of any rights which City may have under applicable law.

50. REPORTS BY CONTRACTOR

MULTI-YEAR TERM CONTRACT

Each year, ninety (90) days before each anniversary date of this contract, Contractor must furnish a report of the total items ordered under this contract during the preceding twelve months. The report must be in a format acceptable to the 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.

Contractor shall send the reports to:

John Danaher, Purchaser
Re: Term Contract No. **88402**
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685

51. NOTICE TO PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage paid and registered as follows:

Director of Purchasing
City and County of San Francisco
Office of Contract Administration – Purchasing
City Hall, Room 430

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1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685

52. SUBCONTRACTING

Contractor is prohibited from subcontracting the direct supply of commodities under this Contract unless such subcontracting is agreed to in writing by Purchasing. No party on the basis of this Contract shall in any way contract on behalf of or in the name of the other party of this Contract, and violation of this provision shall confer no rights on any party and any action taken shall be void.

53. INDEPENDENT CONTRACTOR

Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Contract. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Contract shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor.

Any terms in this Contract referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Contract.

54. SEVERABILITY

Should the application of any provision of this Contract to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Contract shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

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GENERAL CONDITIONS (Continued)

55. EMERGENCY – PRIORITY 1 SERVICE

In case of an emergency that affects the San Francisco Bay Area, Contractor will give the City and County of San Francisco Priority 1 service. Contractor will make every good faith effort in attempting to deliver products using all modes of transportation available.

Contractor shall provide a 24-hour emergency telephone number of a company representative who is able to receive and process orders for immediate delivery or will-call in the event of an emergency.

In addition, Contractor shall charge fair and competitive prices for items and services ordered during an emergency and not covered under the awarded contract.

56. REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION – IRS FORM W-9

See attached Form P-225, Standard Bid Forms, Item 1.

57. TERM BID – QUANTITIES

This is a term, indefinite quantities contract. Unless otherwise specified herein, deliveries will be required in quantities and at times as ordered during the period of the contract.

Estimated quantities are approximate only. City, in its sole discretion, may purchase any greater or lesser quantity.

Purchasing may make minor purchases of items requested in City's advertisement for bids or Contractor's bid from other vendors when Purchasing determines, in its sole discretion, that the City has an immediate need for such items or that it is not practical to purchase against this Contract.

58. FIRST SOURCE HIRING PROGRAM (FSHP)

If the contract is for more than \$50,000, the successful bidder will be required to agree to comply fully with and be bound by the provisions of the First Source Hiring Program ordinance, as set forth in San Francisco Administrative Code Chapter 83. Generally, this ordinance requires contractors to notify the First Source Hiring Program of available entry level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this Chapter. For additional information regarding the FSHP, call (415) 401-4935.

A. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Contract as though

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fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Contract under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Contract shall have the meanings assigned to such terms in Chapter 83.

B. First Source Hiring Agreement

- (1) Contractor will comply with First Source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the exclusive opportunity to initially provide Qualified Economically Disadvantaged Individuals for consideration for employment for Entry Level Positions. The duration of the First Source interviewing requirement shall be ten (10) days, unless business necessity requires a shorter period of time.
- (2) Contractor will comply with requirements for providing timely, appropriate notification of available Entry Level Positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of Qualified Economically Disadvantaged Individuals to participating Employers.
- (3) Contractor agrees to use good faith efforts to comply with the First Source hiring requirements. A contractor may establish its good faith efforts by filling: 1) its first available Entry Level Position with a job applicant referred through the First Source Program; and, 2) fifty percent (50%) of its subsequent available Entry Level Positions with job applicants referred through the San Francisco Workforce Development System. Failure to meet this target, while not imputing bad faith, may result in a review of the Contractor's employment records.

C. Hiring Decisions

Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

D. Exceptions

Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

E. Liquidated Damages

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$2,070 for every new hire for an Entry Level Position improperly withheld from the First Source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

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GENERAL CONDITIONS (Continued)

F. Subcontracts

Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this section.

59. EARNED INCOME CREDIT (EIC) FORMS

Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

A. Contractor shall provide the Earned Income Credit (EIC) Form to each Eligible Employee at each of the following times:

- (1) within 30 days following the date on which the applicable Contract or Contract Modification becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in question);
- (2) promptly after any Eligible Employee is hired by Contractor; and
- (3) annually between January 1 and January 31 of each calendar year during the term of the Contract.

B. Failure to comply with the foregoing requirement shall constitute a material breach by Contractor of the terms of the Contract.

C. If within 30 days after the Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under the terms of the Contract or under applicable law.

60. LIMITATIONS ON CONTRIBUTIONS

Through execution of this Contract, 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 or for the furnishing of any material, supplies or equipment to the City, whenever such transaction would require approval by a City elective officer of the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations for the contract until the later of either (1) the termination of negotiations for such contract or (2) three months after the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

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GENERAL CONDITIONS (Continued)

61. PROHIBITION ON POLITICAL ACTIVITY WITH CITY FUNDS

In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Contract. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this contract, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this Section.

62. PRESERVATIVE-TREATED WOOD CONTAINING ARSENIC

Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Contract unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Administrative Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

63. CONTRACT PRODUCT / SERVICE QUALITY REPORT

The attached report form (Attachment A) will be provided to departments using this Contract. Users of the contract may complete and return these reports at any time during the life of the contract. The purpose of the report is to monitor contractor performance and determine supplier successes or shortcomings. Each report will be sent to the awarded supplier/contractor. They will have an opportunity to respond to the information provided by the department. Quality reports that go unresolved to the satisfaction of the Purchaser may be used as a basis for commencement of partial or complete contract default proceedings.

64. NONDISCLOSURE OF PRIVATE INFORMATION

Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12M of the San Francisco Administrative Code (the "Nondisclosure of Private Information Ordinance"), including the remedies provided. The provisions of the Nondisclosure of Private Information Ordinance are incorporated herein by reference and made a part of this Contract as though fully set forth. Capitalized terms used in this section and not defined in

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this Contract shall have the meanings assigned to such terms in the Nondisclosure of Private Information Ordinance. Consistent with the requirements of the Nondisclosure of Private Information Ordinance, Contractor agrees to the following:

- A. Neither Contractor nor any of its Subcontractors shall disclose Private Information obtained from the City in the performance of this Contract to any other Subcontractor, person, or other entity, unless one of the following is true:
 - 1) The disclosure is authorized by this Contract;
 - 2) The Contractor received advance written approval from the Contracting Department to disclose the information; or
 - 3) The disclosure is required by law or judicial order.
- B. Any disclosure or use of Private Information authorized by this Contract shall be in accordance with any conditions or restrictions stated in this Contract. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.
- C. Private Information shall mean any information that: (1) could be used to identify an individual, including without limitation, name, address, social security number, medical information, financial information, date and location of birth, and names of relatives; or (2) the law forbids any person from disclosing.
- D. Any failure of Contractor to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate this Contract, debar Contractor, or bring a false claim action against Contractor.

65. GRAFFITI REMOVAL

Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty-eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a

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Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent or the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.)

Any failure of Contractor to Comply with this section of this Contract shall constitute a default of this Contract.

66. MODIFICATION OF CONTRACT

This Contract may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Contract.

End General Conditions

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SPECIAL CONDITIONS

67. PURPOSE

The purpose of this contract is to provide Disposable Food Containers, Utensils, Condiment Kits and Other Disposable Food Handling Items for the City and County of San Francisco Department of Public Health's San Francisco General Hospital (SFGH) and Laguna Honda Hospital (LHH) and other DPH units as required.

The contract includes two categories of bid items

"Group A" consists of standard disposable or "single use" product items. This category includes molded food dishes, closable "to-go" containers, hot and cold beverage cups and eating utensils made of polystyrene petroleum-based plastic, paper, plastic coated paper, wood or aluminum. Group A includes "Aladdin Temp-Rite®" polyethylene plastic disposable food serving dishes used at Laguna Honda Hospital

"Group B" consists of disposable food service products that are acceptable in San Francisco's municipal composting program. These items will be made from compostable compounds such as clear Polylactic Acid (PLA), potato starch, sugarcane bagasse or PLA lined paper;

Bidders are advised that the City and County of San Francisco Board of Supervisors has amended the City's Environmental Code to prohibit the use of disposable expanded polystyrene plastic (Styrofoam) food serving packaging in the City's restaurants and fast food facilities. The ordinance requires the substitution of biodegradable/compostable food serving items in their place. This amendment will become effective on June 1, 2007.

The estimated annual value of all products purchased for this contract is \$400,000 to \$450,000.

68. PRE-BID CONFERENCE

A Pre-bid Conference will be held as follows:

Location:	San Francisco General Hospital Cafeteria Room A3 (2nd) Floor 1001 Potrero Avenue San Francisco, CA 94110
Date and Time:	March 19, 2007 (Monday) at 10:0- A.M.

Though not mandatory, attendance at the conference is strongly urged for all prospective bidders on this contract.

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SPECIAL CONDITIONS (Continued)

It is requested that bidder's questions concerning this Contract Proposal be submitted by mail or fax at least 72 hours prior to the date and time of the Pre-bid Conference and directed to:

John Danaher, Purchaser
City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Goodlett Place
San Francisco, CA 94102-4685

Please reference Contract Proposal No. **88402**

The Pre-bid Conference will begin at the time specified, and company representatives are urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. Failure to attend the Pre-bid Conference shall not excuse the successful bidder from any obligations of the contract. Written Change Notice will execute any change or addition to the requirements contained in this Contract Proposal, as a result of the Pre-bid Conference.

69. DEFINITIONS

The City seeks to have consistency in the bid responses for the proposed contract for the "compostable" Food Containers, Utensils and Service Items. Toward that objective, the following definitions are intended to establish a common understanding of the terminology used in the discussion of Recyclable and Compostable Products, particularly those products that are to be included in this contract.

American Society for Testing and Materials (ASTM): ASTM is an international voluntary standards organization that develops and produces technical standards for materials, products, systems and services.

Bagasse (sometimes spelled *bagass*): The biomass after sugarcane stalks are crushed to extract their juice. A sugar factory produces nearly 30% of bagasse out of the total mass of the raw sugarcane crushed. Many research efforts have attempted to use bagasse as a renewable feedstock for power generation and for the production of bio-based materials.

Biodegradable: Please see "Compostable" definition

Biodegradable Products Institute (BPI): The Biodegradable Products Institute is a multi-stakeholder association of key individuals and groups from government, industry and

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academia, which promotes the use and recycling of biodegradable polymeric materials via composting. Products with BPI approval are designed to compost quickly, completely and safely without leaving any plastic residues. Materials and products endorsed by BPI demonstrate that they meet the requirements in ASTM D6400 or D6868, based on testing in an approved laboratory.

Composting: A managed process that controls the biological decomposition of biodegradable materials into a humus-like substance called compost. The aerobic and mesophilic and thermophilic degradation of organic matter to make compost; the transformation of biologically decomposable materials through a controlled process of bio-oxidation that proceeds through mesophilic and thermophilic phases and results in the production of carbon dioxide, water, minerals and stabilized organic matter (compost or humus)".

Compostable: All the materials in the product or package will break down into, or otherwise become part of, usable compost (e.g., soil-conditioning material, mulch) in a safe and timely manner in an appropriate composting program or facility that serves San Francisco residents, businesses and City departments. All compostable plastics must meet ASTM standards D6400 and D6868 for compostability. For the purposes of this contract, the term "biodegradable" shall have the same meaning as "compostable."

Environmentally Preferable Products (EPP): The least environmentally damaging products and services at any given time that are commercially available at a reasonably competitive price and that meet acceptable performance standards. Related terms include "environmentally appropriate," "environmentally sensitive" and "environmentally sound."

Genetically Modified Organism (GMO): An organism whose genetic material has been altered using techniques in genetics generally known as recombinant DNA technology. Recombinant DNA technology is the ability to combine DNA molecules from different sources into the one molecule in a test tube. Thus, the abilities or the phenotype of the organism, or the proteins it produces, can be altered through the modification of its genes.

Polylactic acid or Polylactide (PLA): A biodegradable, thermoplastic, aliphatic polyester obtained from lactic acid. Derived from the fermentation of agricultural by-products such as cornstarch or other starch-rich substances like maize, sugar or wheat, PLA is particularly attractive as a sustainable alternative to petrochemical-derived products. Packaging made from PLA is bio-degradable and reverts in less than 60 days in ideal conditions, namely in commercial composting installations.

Polystyrene: A type of polymer made from the monomer styrene, a liquid hydrocarbon that is commercially manufactured from petroleum. At room temperature, polystyrene is normally a solid thermoplastic, but can be melted at higher temperature for molding or extrusion, then resolidified. When molten, it can be expanded to a solid foam form (EPS) through a

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gaseous blowing agent. EPS is commonly used in disposable food containers such as coffee cups, plates, fast food containers and egg cartons. EPS is commonly called “Styrofoam®” (a registered trademark of Dow Chemical).

Recycling: The process of collecting waste materials such as glass, rubber, steel, fine paper, aluminum and newspapers and manufacturing them into new products.

Recyclable: Material that can be sorted, cleansed, and reconstituted using San Francisco’s available recycling collection programs for the purpose of using the altered form in the manufacture of a new product. Recycling does not include burning, incinerating, converting, or otherwise thermally destroying solid waste.

Recycled content: Also called “Post-consumer content.” Defined as finished material normally disposed of as solid waste, having reached its intended end-use and completed its life cycle as a consumer item, that is included in the production of new products. When indicating a level of recycled content in products, any reference to recycled content should exclude “in-house” or recovered materials that are routinely reprocessed on the premises as part of the manufacturing process and would never have been sent for disposal.

Targeted Product Category: A broad category of products routinely purchased by the City and County of San Francisco which have been designated as having undesirable environmental health impacts for which alternative products should be identified and substituted.

70. SPECIFICATIONS

Recognizing its role as a major purchaser of goods and services, the City and County of San Francisco seeks to enhance and drive markets for environmentally preferable products. The City’s Environmentally Preferable Purchasing (EPP) Program includes adoption of innovative product standards, specifications and contracts, employee education and cooperative ventures with other governmental jurisdictions. This program is mandated by the “Precautionary Purchasing Ordinance” (Environment Code, Chapter 2) passed by the San Francisco Board of Supervisors on June 17, 2005. The Board made further refinements to this ordinance relative to the use of disposable food packaging in the “Food Service Waste Reduction Ordinance” approved on November 29, 2006. The text of these ordinances can be found in the below listed URL under “City Ordinances”:

<http://www.sfenvironment.com/aboutus/policy/ordinances.htm>

Non-recyclable, non-compostable disposable food service items are listed as a Tier 1 Targeted Product Category, indicating that such items are of high concern under the City’s Precautionary Purchasing Ordinance.

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The San Francisco Department of Environment (“SF Environment”) is engaged in the ongoing process of developing standards for Environmentally Preferred Products (“EPP”) for use by City departments. The following are recommended specifications for both standard disposable food containers and non-standard compostable items:

- A. For Standard Disposable Serving Items—Group A Items (1—97):
Minimum requirements: Items made paper, wood and other natural materials. Most products in this category are made of natural fibers and are 100% compostable in San Francisco’s municipal composting system. This category includes disposable dishes used for “Aladdin Temp-Rite®” institutional food serving system.

Additional consideration will be given to compostable products with the following characteristics:

- 1) Paper products that are clearly labeled as compostable;
- 2) Paper products that have BPI certification;
- 3) Products that are not lined with any petroleum based liners.

For the “Aladdin Temp-Rite®” Items— Group A Items (99—103):

These items are from Aladdin’s Generic Healthcare Disposable product line. Made of polyethylene plastic, they are used exclusively by Laguna Honda Hospital’s Food and Nutrition Services unit. There are currently no compostable substitutes for these items.

- B. For Compostable Serving Items—Group B Items (98-108):

Minimum Requirements:

- 1) Clear products and other products that may be plastic-like in appearance, such as cutlery, need to meet ASTM standards D6400 and D6868. The bidder must verify that their product offerings meet ASTM D6400 and D6868 standards;
- 2) Products must be labeled as being compostable;
- 3) For products intended for “hot use,” products must not melt, deform or break apart when they come in contact with hot food or liquids. For these items intended for “hot use,” bidder must provide exact temperature tolerances;
- 4) If unable to bid on exact size, bidder may state nearest comparable size.

Additional consideration will be given to compostable products with the following characteristics:

- 1) Products that are BPI certified and labeled as such;

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- 2) Products that are clearly labeled as compostable and easily distinguishable at a reasonable distance from standard plastic products by using identifiers such as a large label on one side of a cup or by color, tint or stripe.
- 3) Products that come from non-GMO feedstock;
- 4) Ability to apply custom labels and/or color identification without an increase in price;
- 5) Established track records of successful performance;
- 6) Products that show higher performance standards for their intended use, such as weight-holding capacity, security of closure devices, leak resistance, shelf life and other quality factors deemed pertinent.

All products offered by bidders must meet generally accepted quality standards for use by commercial and institutional food service facilities. Bidders will be required to provide samples of bid items offered for evaluation upon request by Purchasing and SFGH and LHH Food Services.

71. BIDDER'S/CONTRACTORS QUALIFICATIONS AND REQUIREMENTS

- A. Contractor will be responsible for providing technical support and assistance to the City through Contractor's own personnel, equipment and facilities as well as through manufacturer's technical representatives. As part of this technical support and assistance, the Contractor must provide personnel with in-depth technical knowledge of the products the Contractor is providing under this contract, to answer questions and offer any assistance required by City personnel, during City business hours (8:00 A.M. – 5:00 P.M.).
- B. Contractor must maintain product inventory levels as specified in other sections of this contract and adequate facilities to allow for immediate pick-up of "will-call" orders placed by the Public Health Department. It is recommended that Contractor maintain throughout the contract term and any extension thereof adequate stocking levels on all products to maintain the continuing operations of the San Francisco Department of Public Health Food and Nutrition Services facilities located at San Francisco General Hospital and Laguna Honda Hospital.
- C. It is highly recommended that contractor maintain a storage warehouse, distribution facility, parking area and will-call counter located within San Francisco for possible Public Health Department pick-ups.
- D. Contractor's warehouse facility shall comply with Title III of the Americans with Disabilities Act Regulations (including Title 3 Accessibility Guidelines), and Title 24, State of California Building Code (California Accessibility Regulations) regarding handicapped persons' accessibility.

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- E. The City may require Contractor to provide within seven (7) working business days from the date they are requested to do so information and documentation requested by Purchaser, including but not limited to: sources of supply, distribution, dealership or agency agreements and authorizations from manufacturer's they claim to represent, lines of credit with financial institutions from manufacturers they claim to represent, lines of credit with financial institutions and suppliers, numbers of employees, trade references and any other information to determine the Contractor's fitness to supply the contract requirements.
- F. The City reserves the right to reject any bid on which information submitted by Bidder fails to satisfy the City and/or Bidder is unable to supply information and documentation within the period of time requested.
- G. The City reserves the right to inspect Contractor's place of business, including Contractor's existing stock prior to award or during the contract term, to aid Purchaser in determining Contractor's ability to satisfy the terms and conditions of the contract
- H. Contractor must maintain normal business hours of 8:00 AM to 5:00 PM, Monday through Friday throughout the term of the contract, and be open at all times during that period.
- I. Contractor must be capable of producing usage reports required under General Condition No. 50 and Special Condition No. 73 of this contract.

72. CITY DEPARTMENT'S RESPONSIBILITIES

- A. The Environmentally Preferred Purchasing (EPP) Principle promulgated by the City & County of San Francisco is intended to reinforce City policy relating to its goals of protecting the environment and maintaining the high standards of operation of the City's recycling and composting programs. City user departments are not allowed to purchase or use disposable Styrofoam food serving packages. Departments should be aware of penalties to contractors for violations of the aforementioned "Food Service Waste Reduction Ordinance" (see Special Condition 70—SPECIFICATIONS) as denoted in Subsection 1605(c) of the Environmental Code for the City and County of San Francisco.
- B. SFGH and LHH Food and Nutrition Services departments are advised to begin reducing their inventories of "standard" plastic food serving items and transition to the compostable food serving items on this contract proposal prior to the June 1, 2007 mandatory conversion date. SF Environment will assist your department in developing the logistical network for a comprehensive waste disposal program

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focusing on the compostable food serving items that are listed on this contract proposal.

- C. Department(s) shall designate a representative to interface, monitor and document Contractor's performance and furnish Purchaser copies of records, correspondence and all other documentation relevant to Contractor's performance.
- D. Department(s) shall inspect material received from Contractor immediately upon delivery and reject or return damaged or incorrect material for replacement or credit.
- E. Department(s) shall establish quality control measures as applicable to the Department's operation and report, through documentation, to Purchaser and Contractor any defective products.
- F. Department(s) shall provide Purchasing with documentation of unsatisfactory performance of the contract vendor and receive authorization from Purchasing prior to placing orders with another vendor. Department(s) experiencing unsatisfactory performance from the contract vendor may recommend to Purchasing remedies and/or alternative measures for implementation. Department(s) shall evaluate vendor's performance on a quarterly basis and provide documentation of same to Purchasing.
- G. Department(s) shall verify Contractor's invoices and ensure that payment terms reflect any applicable cash discount for payment within 30 days when stated in the contract.
- H. Department(s) shall show any applicable cash discount for payment within 30 days on all ordering and payment documents issued for purchases under the contract, otherwise Purchasing and Controller will return such documents unapproved.

73. MANDATORY SALES REPORTS BY CONTRACTOR

(Reports required by this section are in addition to reports required by General Condition 50—Reports by Contractor). On a quarterly basis, the Contractor shall provide to SF Environment reports on the total amount of each item ordered under this contract during the preceding three (3) months. Deadlines for these reports are:

- May 1** (for January 1 – March 31 quarter)
- August 1** (for April 1 – June 30 quarter)
- October 1** (for July 1 – September 31 quarter)
- February 1** (for October 1 – December 31 quarter).

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The report shall be in a format acceptable to the City and shall list the following for each City department or office:

- (1) Total quantity and dollar value of each “**standard**” **product** on this contract ordered during the previous quarter, and
- (2) Total quantity and dollar value of each product for any other **compostable food service items** ordered by City departments. This category shall include products listed on other City-wide term contracts, on departmental contracts, or purchased off-contract.

It is the City and County of San Francisco’s preference that all order reports by vendor shall be submitted in electronic format via e-mail to: julie.bryant@sfgov.org. Data shall be in a tabular format, preferably in a spreadsheet program such as Microsoft Excel®. A FAX or letter confirming the e-mail submission shall be sent to the address below (A follow-up mailing of the hard-copy data is not required).

Contractor shall send these reports to:

Julie Bryant
Re: Term Contract # **88402**
SF Environment
11 Grove Street
San Francisco, CA 94102
julie.bryant@sfgov.org
Phone: (415) 355-3726
FAX: (415) 554-6393

74. DELIVERY

- A. Delivery of complete orders is the City’s optimal requirement. Backordered items should be noted on contractor’s delivery receipt, with entire order delivered within three (3) business days of initial delivery. Contractor should advise SFGH or LHH Food and Nutritional Services personnel of any backordered items requiring extended lead times.
- B. Price must include delivery to City departments and institutions within the City’s jurisdiction, in accordance with specific instructions provided to Contractor by User Department:
 - (1) San Francisco General Hospital
Inside Deliveries between 7:00 AM and 3:00 PM at rear dock area (Vermont St.).
Contact: Candace Yim, SFGH Food Services Director
(415) 206-6288

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- (2) Laguna Honda Hospital
All deliveries must be completed before 12:00 Noon.
Loading elevator cannot be used for deliveries between 7:30 AM to 8:30 AM.
Contact: Ed Shiels, Laguna Honda Asst. Director, Nutritional Services.
(415) 759-3311

- (3) San Francisco General Hospital Mental Health Rehabilitation Facility-
SFGH 2D3
884 Potrero Avenue, SF, CA 94110
Contact Tony Koo, SFGH MHRF Food Services Supervisor, for delivery
information
(415) 206-5578

75. DELIVERY REQUIREMENTS

- A. The vendor should have delivery services available which can make shipments to City department's loading dock within three (3) working days after vendor's receipt of an order.
- B. From time-to-time, special emergency orders will be issued by the department. The awarded vendor should endeavor to make a special effort to deliver these items within a four (4) hour time-frame whenever possible. Charges for expedited delivery are allowable only if approved in advance by authorized user department personnel.
- C. The vendor shall deliver each order individually by order number and deliver all orders to designated delivery points. Orders shall be packaged in such a way so as to secure material from breakage and pilferage. Each order shall have three (3) copies of a priced invoice/packing slip attached.
- D. In the event that the City orders non-contract items from Contractor, the City will issue separate orders based on individual quotes; therefore, invoicing for such non-contract items must be prepared and submitted separately.
- E. It is the vendor's responsibility to be familiar with the site conditions, such as dock heights, hours of operation, ...etc. at each delivery location.
- F. Contractor will be responsible for pick-up of any empty contractor-owned pallets in a timely manner.

76. BID PRICE

- A. Prices quoted must be "FOB: Destination" and include delivery costs to San Francisco General Hospital and Laguna Honda Hospital.

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- B. Bid prices are to remain fixed for the first 12 months of the contract. They may then be adjusted annually in accordance with Special Condition 81—Price Adjustment.
- C. Only the bid prices that appear on City's Contract Proposal Bid Sheets will be considered. No other pages with prices or attached price lists and/or catalog prices will be considered as a valid bid price.
- D. Substitute items will be considered subject to SFGH and LHH Food and Nutrition Services approval. Any substitute items offered must be clearly noted on the bid sheets. Any questions concerning suitability of bid items for substitution must be addressed in writing (e-mail is preferred) to the Purchaser no later than seven (7) calendar days prior to the Bid Due Date of March 30, 2007.
- E. Purchasing reserves the right to eliminate individual bid items prior to award if it is determined to be in the best interests of the City to do so.

77. BID EVALUATION

Except as otherwise noted on Bid Sheets, bid prices will be evaluated for the total amount of **all items** within each of the 2 aggregate categories (Groups A and B), based on the **estimated annual quantity per item** multiplied by the **bid price per specified item**, less applicable discount payment terms offered (see Bid and Contract Condition 12), less any applicable LBE preference (see General Conditions 40 through 42) and applicable sales tax adjustment (see Special Condition 78). Bid price reductions (up to 2%) will be allowed for compostable items in Product Groups A and B having the attributes listed in Special Condition No. 70.

Purchasing will attempt to evaluate bids within thirty (30) days after the Bid Due date. If Purchasing requires additional evaluation time, all bidders will be notified in writing of the new expected award date.

78. ADJUSTMENT OF BID PRICE FOR SALES TAX

In accordance with Administrative Code Chapter 21C, for bid purposes, Purchasing will reduce your bid based on any sales tax revenue the City would receive from this purchase.

79. AWARD

Award will be made to the lowest responsive and responsible bidders in the **aggregate per product group as shown in the Bid Sheets**.

Group-A products will consist of the "Standard" Food Service Items on the Bid Sheets numbered **from 1 to 97**. Group-A products will also consist of the "Aladdin Temp-Rite®" brand-name polyethylene plastic disposable food service items on the Bid Sheets numbered

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from **99 to-103**. These items, used exclusively at Laguna Honda Hospital, are marketed through a limited distributor network.

Group-B products will consist of the “Compostable” Food Service Items on the Bid Sheets numbered from **98 to 108**.

Purchasing may, at their discretion, eliminate individual bid listed items from consideration for award.

In determining the award, Purchasing will take into consideration, but will not be limited to:

- A. Total Aggregate Price(s) (evaluated). This will consist of the aggregate total value for **all items** in each of the respective Bid Product Groups A and B. Included in the aggregate total will be any reductions of the individual bid prices for items in Groups A and B as noted in Special Condition No. 77.

For bulk products listed without package amounts, bidder will indicate in the “Package Qty” space the number of units in a standard bulk package for that item. For differing package sizes for the same item (e. g., DZ vs. GR), Purchasing will calculate an “equivalent package ratio” for the smaller package item to equalize it with the larger package item. This ratio will be applied to the smaller package bidder’s “Price/Package” to determine the “Equivalent Package Price”.

- B. Satisfactory review of low bidder’s qualifications.
- C. Any other factors deemed pertinent

80. AWARDED ITEMS

- A. If during the term of the contract, a contract item is determined to be unacceptable for a particular use, and such is documented by a City Department and as determined by Purchasing, it is understood and agreed that the item will be canceled and removed from the contract without penalty to the City. The City's sole obligation to the vendor is payment of deliveries made prior to the cancellation date. City shall give the vendor ten days' notice prior to any cancellation. The City will purchase the required replacement item from any source and in the manner as determined by Purchasing.
- B. If a contracted item has been discontinued by the manufacturer or is deemed temporarily unavailable, it will be the responsibility of the Contractor to search the marketplace and find an acceptable equal substitute in the time required for delivery and at the contract price.
- C. Contractor must notify Purchasing by certified mail, 30 days in advance of any changes in the description of article, brand, product code or packaging. Any

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changes made without the approval of Purchasing will constitute default and result in the City invoking General Condition No. 19.

81. PRICES/PRICE ADJUSTMENTS

Prices for all contract items will be fixed for the first twelve (12) months of the contract. Subsequent price adjustments, to be administered on the contract's anniversary date, will be equal to the annual percentage rate increase or decrease of the Bureau of Labor Statistics (BLS) Producer Price Index (PPI) for the particular items on this contract.

The North American Industry Classification System (NAICS) assigns a code number to the types of industries producing products made throughout North America. "**322215—Nonfolding sanitary food container mfg**" is the Industry code number determined by the Purchaser to best describe the items for this contract.

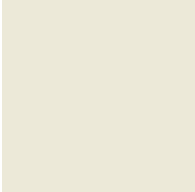
To get the price change data to be used for this contract, refer to the BLS Internet website address

<http://stats.bls.gov/ppi/home.htm>

to create the PPI statistics.

Find the "**Create Customized Tables (one screen)**" title on this page and select the category "Industry Data" to develop the chart relating to this contract. This action will lead to the next screen. In the "1-Select an Industry" box, type the NAICS number **322215**. Next, in the "2-Select one or more Products" block, highlight the sub-category "**322215322215-Nonfolding sanitary food container mfg**". Finally, press the "3-Get Data" button to create the chart of PPI factors pertinent to this industrial commodity.

Obtaining annual percentage changes for the PPI data obtained above is accomplished by

clicking the  button at the top of the chart to create the table in which the "

12 Months Percent Change" appears on the next screen.

Adjusted Prices shall be in effect on the anniversary date of the contract. The adjustment factor will be the most recent monthly BLS PPI data published prior to the anniversary date of the contract.

82. ORDERING

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- A. Items to be furnished under this contract shall be ordered through a release from the appropriate Citywide Blanket Purchase Order by City departments during the effective period of the contract.

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- B. All invoices for payments shall show the Citywide Blanket Purchase Order number, complete description of item, quantity and contract price.

83. BILLING

All invoices must show the Contract Number, Citywide Blanket Purchase Order Number, contract item number, complete description of items ordered, contract payment terms and contract price.

City, on orders covered by this Contract, will honor no minimum order charges. Contractor must accept and process, without any extra charges, orders for any small quantity as requested by City.

Contractor will direct invoices to the SFGH or LHH unit placing the order. For assistance in locating Accounts Payable addresses and personnel, please contact the Purchaser assigned to this contract.

Failure to submit invoices with all the required information or invoices that contain inaccurate information will not be processed for payment.

Contractor will coordinate in an expeditious manner with DPH Finance to resolve any credits due the City for damaged goods, billing errors, allowances or other payments ("Credit Memos").

All discount periods, if applicable, will begin only when City receives a properly completed invoice containing all the required information.

84. PAYMENT

- A. The City agrees to pay for all products in accordance with the prices quoted in the successful bid and subject to any applicable discount provisions contained in said bid. Payments shall be made by the City to Contractor in arrears, for completed orders, throughout the term of the contract.

- B. Invoices submitted by the Contractor must be in a form acceptable to Purchasing and Controller. All amounts paid by the City to the Contractor shall be subject to the audit by the City.

85. ADDITIONAL ITEMS

- A. If, in the satisfaction of governmental interests it is necessary to purchase additional items from Contractor, additional items may be added to this contract by mutual agreement of the parties.

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- B. The aggregated cost of all additional items added to the contract, during the contract term, shall not exceed twenty percent (20%) of the total estimated value (cost) of the original contract.
- C. All requests to add additional items to the contract must be submitted by City Departments in writing to the Purchasing Division. All requests must include complete specifications, estimated quantities for the remainder of the contract period and a price quotation provided by the contractor, for each service.
- D. All additional items added to the contract shall be approved through issuance of a contract modification. The contract term for any additional items added to the contract after the initial award shall be the remaining term of the existing contract any any extension thereof.
- E. In the event the aggregated cost of the contract increases by more than 20% of the total estimated value of the original contract, or the increase totals more than \$50,000, the amount over 20% or \$50,000, shall be bid in accordance with Standard Purchasing Procedures.

The resulting bid award shall be added to the contract through a contract modification (same Contractor) or the issuance of a new contract (new Contractor) and include Contractor's name and information, complete service description, delivery information and pricing information.

84. INSURANCE

Prior to award, the successful bidder or bidders will be required to furnish evidence of insurance as follows:

- A. Without in any way limiting Contractor's liability pursuant to the 'Indemnification' section of this contract, Contractor must maintain in force, during the full term of the contract, insurance in the following amounts and coverages:
 - 1. Worker's Compensation, with Employers' Liability limits not less than \$1,000,000 each accident.
 - 2. Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, Independent Contractor, Broad Form Property Damages, Personal Injury, Products and Completed Operations.
 - 3. Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and

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4. Property Damage, including Owned and Non-owned and Hired Auto Coverages, as applicable.
- B. Commercial General Liability and Commercial Automobile Liability Insurance policies shall be endorsed to provide the following:
1. Name as ADDITIONAL INSUREDS, the City and County of San Francisco, its Officers, Agents, and Employees.
 2. That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this contract, and that insurance applies separately to each insured against whom claim is made or suite is brought.
- C. ALL POLICIES SHALL BE ENDORSED TO PROVIDE:
- Thirty days advance written notice to City of cancellation, non-renewal or reduction in coverage for any reason, mailed to the following address:
- Director, Office of Contract Administration
Purchasing Division
City and County of San Francisco
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685
- D. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this contract and without lapse, for a period of three years beyond the contract expiration, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the contract, such claims shall be covered by such claims-made policies.
- E. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.
- F. Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this Contract effective on the date of such lapse of insurance.

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For the Term May 1, 2007 through April 30, 2010

SPECIAL CONDITIONS (Continued)

- G. Before commencing any operations under this Contract, Contractor shall do the following: (1) furnish to City certificates of insurance and Additional Insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City in form evidencing all coverages set forth above, and (2) furnish complete copies of policies promptly upon City request. Failure to maintain insurance shall constitute a material breach of this contract.
- H. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

87. ENTIRE AGREEMENT

This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions.

88. BID SUBMITTAL INSTRUCTIONS

Bids **must** be received at Central Purchasing, City Hall, Room 430, indicated on Page 1 of the Contract Proposal. Bids transmitted by fax or any type of electronic mail will not be accepted.

Bidders are to return all required documents, which include:

- A. Page 1 of the Contract Proposal completed and signed.
- B. Bid Sheets for items being bid on only.
- C. Specifications on alternate items bid.
- D. All questionnaires and forms completed and signed.
- E. Bid Security, if required.
- F. Bidders shall mail bid in an envelope clearly marked with the bid number and due date (lower left corner).

Bids must be made on the enclosed bid sheets. Prices should be clearly written by typewriter or pen and ink.

To receive full consideration, your bid should be unqualified and unconditional.

FOR MORE INFORMATION, call:

John Danaher
Purchaser
(415) 206-3139
John.danaher@sfdph.org

END OF SPECIAL CONDITIONS



Gavin Newsom
Mayor

Naomi Kelly
Director/Purchaser
Purchasing

CONTRACT PRODUCT/SERVICE QUALITY REPORT

“ATTACHMENT A”

For Term Contract No. _____

Date: _____

SOURCE OF REPORT:

Date of Quality

Incident: _____

Department & Division: _____

Name: _____

Telephone: _____

This report concerns Contract Item No. _____ and/or Contract Clause No. _____ .

DETAILS: (Describe, to best ability, what is wrong, how and why, circumstances prior to difficulty, description of difficulty, cause, action taken, including disposition, recommendations. Attach copies of supporting documents if appropriate. Continue on separate sheet if necessary.)
