A W A R D
Disposable Food Containers, Utensils & Service Items
For the Term April 1, 2018 through March 30, 2021

COMPANY INFORMATION

Name of Company: San Francisco Supply Master Inc.
Address: 2050 McKinnon Avenue
City, State, Zip: San Francisco, CA 94124
Contact: Shahram Farman
Telephone Number: (415) 642-0700
Toll Free: (866) 710-6400
Fax Number: (650) 631-7770
24-Hour Emergency Number: (415) 642-0700
Email: shah@supplymaster.com
Payment Terms: 2% 30 Net 31
Federal Tax I.D. Number: 94-3151876
PeopleSoft Supplier ID: 0000011508
PeopleSoft Contract ID: 1000009340

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 relevant fund requirements.
## AWARD SHEET

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description, Size &amp; Package Qty.</th>
<th>Brand &amp; P/N Offered</th>
<th>Package Quantity</th>
<th>Price Per Package</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>FOOD WRAP, FILM, Plastic Cling Type, 12” x 2,000’, .0005” thick; 1 RL/CS</td>
<td>AEP #157045-30550200 12” x 2000</td>
<td>2000/CS</td>
<td>$11.00</td>
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<tr>
<td>2.</td>
<td>FOOD WRAP, FILM, Plastic Cling Type, 18” x 2,000’, .0005” thick; 1RL/CS</td>
<td>AEP #157050-30550400 18” x 2000</td>
<td>2000/CS</td>
<td>$17.50</td>
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<tr>
<td>3.</td>
<td>FOOD WRAP, FILM, Plastic Cling Type, 24” x 2,000’, .0005” thick; 1 RL/CS</td>
<td>AEP 157055-30550000 24” x 2000</td>
<td>2000/CS</td>
<td>$23.50</td>
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<tr>
<td>4.</td>
<td>LINER, BAKING PAN, Silicone-treated releasing parchment, Sheet size 16” x24”; 1M SH/CS</td>
<td>PATTERSON #103520-2405161000</td>
<td>1M/CS</td>
<td>$36.25</td>
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<tr>
<td>5.</td>
<td>STRAW, PAPER-wrapped FLEX TYPE, 7.75” long. x .25” Dia.; 10M/CS</td>
<td>LOLLI CUP 138175 9704</td>
<td>10M/CS</td>
<td>$54.95</td>
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<tr>
<td>6.</td>
<td>COFFEE STIR STICKS, WOOD, 5-1/2” LONG; 10-5C/BX. 5 BX/CS</td>
<td>GOLDMAX 138206-1088-5</td>
<td>5 M/CS</td>
<td>$18.50</td>
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<tr>
<td>7.</td>
<td>TABLE COVER, PAPER, 54” X 108”; 3-ply, assorted colors; 25/CS</td>
<td>PATTERSON #121045-19854010850</td>
<td>25/CS</td>
<td>$94.00</td>
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<td>8.</td>
<td>CAP, PAPER; “Blue Stripe” type, 1M/CS</td>
<td>CELLUCAP 180030-RC100B</td>
<td>1M/CS</td>
<td>$73.50</td>
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<tr>
<td>10.</td>
<td>PLATE – 6” Dia., Paper, heavy weight, duty clay coated paper unlimited; 1.000/cs</td>
<td>DART / SOLO 146780-HWP6-02050</td>
<td>1M/CS</td>
<td>$41.60</td>
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<td>11.</td>
<td>PLATE – 9” Dia., Paper, heavy weight, coated paper unlined; 500/CS</td>
<td>DART / SOLO 147985-HP99S-2050</td>
<td>500/CS</td>
<td>$39.50</td>
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<tr>
<td>12.</td>
<td>PLACE MAT, Table, 10” x 14”; Rectangular, w/Lace Design; 1M/CS</td>
<td>PATTERSON PAPER 121200 -17350001000</td>
<td>1M/CS</td>
<td>$19.50</td>
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<tr>
<td>12</td>
<td>NAPKIN, Beverage, White, minimum 75% post-consumer recycled content, 1 ply, 10” x 10”; 500/PK-4M/CS</td>
<td>PATERSON PAPER 1090440 - 8124</td>
<td>4M/CS</td>
<td>$14.25</td>
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<tr>
<td>13</td>
<td>NAPKIN, Unbleached Catering, 15” x 17”; 3M/CS</td>
<td>CT COMMERCIAL 1092209 - DNK15172</td>
<td>3M/CS</td>
<td>$44.50</td>
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<tr>
<td>14</td>
<td>NAPKIN, WHITE, embossed heavy duty 1 ply dispenser type min 75% post-consumer recycled content, 12” x 13”; 5.4M/C</td>
<td>KRUGER 1092220 - 6700</td>
<td>500/PK-4M/CS</td>
<td>$47.50</td>
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<tr>
<td>15</td>
<td>FLATWARE, PLASTIC, SPOON, Med. Wt., 5.9” L.; 1M-BULK/BX</td>
<td>BETTER EARTH 138886 - BE-SMW</td>
<td>1M/CS</td>
<td>$38.50</td>
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<tr>
<td>16</td>
<td>FLATWARE, PLASTIC, FORK, Compostable, Med. Wt., 6.00” L.; 1M-BULK/BX</td>
<td>BETTER EARTH 138885 - BE-FMW</td>
<td>1M/CS</td>
<td>$38.50</td>
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<tr>
<td>17</td>
<td>FLATWARE, PLASTIC, Compostable KNIFE, Med. Wt., 6.75” L.; 1M-</td>
<td>BETTER EARTH 138884 - BE-KMW</td>
<td>1M-BULK/BX</td>
<td>$38.50</td>
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<tr>
<td>18</td>
<td>SPOON, PLASTIC, Med 8” 1/m CS</td>
<td>GTS 131048 - MPPSSW PRIMELINK 1M/CS</td>
<td>100-BX</td>
<td>$7.95</td>
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<tr>
<td>19</td>
<td>CUP, HOT DIRNK PLA-LINED, 8OZ made with 100% plant-based renewable resources, 1M/CS</td>
<td>PRIMELINK 1078863-HC-08</td>
<td>1M/CS</td>
<td>$53.95</td>
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<tr>
<td>20</td>
<td>CUP, HOT DINK PLA-Lined Paper 12oz. made w/100% Plant-based renewable resources, 1M/CS</td>
<td>PRIMELINK 1078865-HC-12</td>
<td>1M/CS</td>
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<tr>
<td>21</td>
<td>CUP, HOT DINK PLA-Lined Paper 20oz. made w/100% Plant-based renewable resources, 1M/CS</td>
<td>PRIMELINK 1078867-HC-20</td>
<td>1M/CS</td>
<td>$79.50</td>
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<tbody>
<tr>
<td>23</td>
<td>LID for CUP, HOT DRINK, 8oz. “Dome” type, (Fits Items 20 above); 1M/CS</td>
<td>DART/SOLO 1078912 - TL38R2</td>
<td>1M/CS</td>
<td>$26.50</td>
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<tr>
<td>24</td>
<td>LID for CUP, HOT DRINK, 12oz. &amp; 20oz. “Sippy Cup” type, (Fits Items 21 thru 22 above); 1M/CS</td>
<td>DART/SOLO 1078914 - TLP316</td>
<td>1M/CS</td>
<td>$26.50</td>
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<tr>
<td>25</td>
<td>CUP, COLD DRINK, Wax-coated Paper, 7.5oz. size, no labeling; 2M/CS</td>
<td>DART/SOLO 1077028 - R7N-J8000</td>
<td>2M/CS</td>
<td>$59.50</td>
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<tr>
<td>26</td>
<td>CUP SLEEVE, HOT DRINK, Unbleached Paper, min. 100% consumer content, fits 8, 12 &amp; 20oz. size paper cups; 1.2M/CS</td>
<td>LOLLI CUP 1071400 - C5300</td>
<td>1.2M/CS</td>
<td>$24.50</td>
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<tr>
<td>27</td>
<td>CONTAINER, hot soup, hold up to 205 degree content temp, paper, made with min 85% plant-based renewable resources, 5oz.; 1.2M/CS</td>
<td>DART/SOLO 1077540 - S605T</td>
<td>1,000/CS</td>
<td>$79.95</td>
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<tr>
<td>28</td>
<td>CONTAINER LID, HOT SOUP, paper, White 5 oz. (for Item 27);</td>
<td>DART/SOLO 1077524 - DF5</td>
<td>1M/CS</td>
<td>$58.95</td>
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<tr>
<td>29</td>
<td>CONTAINER, hot soup, hold up to 205 degree content temp, paper, made with min 85% plant-based renewable resources, 12oz.; 1.2M/CS</td>
<td>DART/SOLO 1079076 - VS512</td>
<td>1M/CS</td>
<td>$87.60</td>
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<tr>
<td>30</td>
<td>CONTAINER LID, HOT SOUP, paper, White, plastic dome type, (12 oz. for Item 29);</td>
<td>DART/SOLO 1079077 - LVS512</td>
<td>1.2M/CS</td>
<td>$49.80</td>
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<td>31</td>
<td>TRAY, paper food #50 REDCK 1M 8708</td>
<td>SQP 148034- 8708</td>
<td>1.2M/CS</td>
<td>$17.95</td>
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<tr>
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<tbody>
<tr>
<td>32</td>
<td>TOWEL, paper roll, nat., unbleached, 12x350</td>
<td>ROYAL PAPER 37-432 198280</td>
<td>12X350</td>
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<tr>
<td>33</td>
<td>CUP, Paper Hot Cup, White, Sgled-sided Poly 16oz 1M/CS</td>
<td>DART/SOLO 1078917 316W</td>
<td>1M/CS</td>
<td>$52.50</td>
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<tr>
<td>34</td>
<td>CUP, Pap, Hot,White, Sgled-sided Poly 8 oz, 1M/CS, No handle</td>
<td>DART/SOLO 1078910 378W</td>
<td>1M/CS</td>
<td>$36.50</td>
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<tr>
<td>35</td>
<td>CUP, Pap, Hot, Handled, White, Sgled-sided Poly 8 oz, 1M/CS</td>
<td>DART/SOLO 107378-378HSM</td>
<td>1M/CS</td>
<td>$36.99</td>
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<tr>
<td>36</td>
<td>PADS, Heavy Duty Scour, Blue Nylon; 10/PKG—10 PKG/CS</td>
<td>DISCO 211500-PP88</td>
<td>4/10 CASE PACK</td>
<td>$19.99</td>
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<tr>
<td>37</td>
<td>GRILL BRICKS—Imitation Lava; 12/CS</td>
<td>DISCO 211520-GB12</td>
<td>12/CS</td>
<td>$16.50</td>
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<tr>
<td>38</td>
<td>CAP, BEARD (Disposable); 1M/CS</td>
<td>SAFETY ZONE 184007-DBRD-1000</td>
<td>1M/CS</td>
<td>$28.75</td>
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<tr>
<td>39</td>
<td>APRONS, Plastic 28” x 48” White; 100/BX</td>
<td>SAFETY ZONE 184057-DP1.25 10x100</td>
<td>1M/CS</td>
<td>$54.95</td>
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<tr>
<td>40</td>
<td>DIET KIT—BLAND, “Diamond Crystal” Item No. 5126 (Or Equal); 500 KT/CS</td>
<td>WNA 135006-823411 PINK</td>
<td>500/CS</td>
<td>$36.25</td>
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<tr>
<td>41</td>
<td>DIET KIT—LOW SALT, “Diamond Crystal” Item No. 5521 (Or Equal); 500 KT/CS</td>
<td>WNA 135031-310067 GREY</td>
<td>500/CS</td>
<td>$49.99</td>
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<tr>
<td>42</td>
<td>DIET KIT—NO SUGAR, “Diamond (Or Equal); 500 KT/CS</td>
<td>WNA 135021-824152 YELLOW</td>
<td>500/CS</td>
<td>$42.65</td>
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<tr>
<td>43</td>
<td>DIET KIT—NO SUGAR &amp; LOW No. 5491 (Or Equal); 500 KT/CS</td>
<td>WNA 135026-310081 ORANGE</td>
<td>500/CS</td>
<td>$44.95</td>
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<td>44</td>
<td>DIET KIT—REGULAR, “Diamond Crystal” Item No. 5112 (Or Equal); 500 KT/CS</td>
<td>WNA 135001-823799 BLUE</td>
<td>500/CS</td>
<td>$45.95</td>
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<tr>
<td>45</td>
<td>COLD CUP (PLASTIC), 9 oz. size labeled as compostable; 1M/BX</td>
<td>FABRIKAL 1076151-GC9</td>
<td>1M/CS</td>
<td>$51.25</td>
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<tr>
<td>46</td>
<td>COLD CUP (PLASTIC), 10 oz. size labeled as compostable; 1M/BX</td>
<td>DART 1076255-TP10D</td>
<td>1M/CS</td>
<td>$54.95</td>
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<tr>
<td>47</td>
<td>BAG, Brown Kraft—Gusseted, Size #10, 6-5/16” x 4-1/8” x 13-3/8”; 500/BDL-4-BDL/BALE</td>
<td>DURO 1026012-#10B</td>
<td>500/CS</td>
<td>$24.50</td>
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<tr>
<td>48</td>
<td>BAG, Brown Kraft (HVY)—Gusseted, Size #86, 12” 7” x 17”; 400/BDL</td>
<td>DURO BAG 1026036-76 B 1/6 #80080</td>
<td>400/CS</td>
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<tr>
<td>49</td>
<td>BAG, PLASTIC—Clear Sandwich, Fold over type, 7” x 7”; 1M/CS</td>
<td>ELKAY PLASTICS 1022526-HO7</td>
<td>1M/CS</td>
<td>$12.95</td>
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<tr>
<td>50</td>
<td>FILTER, PAPER, unbleached paper-coffee urn, 2-gal, 5” x 15”; 500/CS</td>
<td>BUNN FILTER 15X5 490060-20120</td>
<td>500/CS</td>
<td>$24.50</td>
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<td>51</td>
<td>COVER, Pan Rack, 52” X 80”; 50/CS.</td>
<td>ELKAY PLASTICS 1029463-BOR5280</td>
<td>50/CS</td>
<td>$24.95</td>
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<tr>
<td>52</td>
<td>CUP, 1.25-oz. Soufflé, Paper, 5M/CS</td>
<td>DART 1077475 125-2050</td>
<td>5M/CS</td>
<td>$34.50</td>
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<td>53</td>
<td>CUP, Clear (“Portion”), 2-oz. Plastic, 2.5M/CS</td>
<td>DART 1075092 200PC</td>
<td>2.5M/CS</td>
<td>$26.50</td>
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<tr>
<td>54</td>
<td>LID, Portion Cup, 2-oz.; Plastic; 2.5M/BX (For Item 53 above)</td>
<td>DART 1075089 PL2N</td>
<td>2.5M/CS</td>
<td>$26.50</td>
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<tr>
<td>55</td>
<td>CUP, Clear, (“Portion”), Compostable Plastic, 4-oz; 2.5M/CS</td>
<td>FABRIKAL 1076148 GPC400</td>
<td>2.5M/CS</td>
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<tr>
<td>56</td>
<td>LID, Clear, Plastic, 4-oz; 2.5M/CS (For Item 54 above)</td>
<td>DART 1075103-PL4N</td>
<td>2.5M/CS</td>
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<tr>
<td>57</td>
<td>PAN, Aluminum, 70 gauge (Disposable)—Full-size, 4” Deep; 50/CS</td>
<td>DURABLE 1011307-FS7800-70</td>
<td>50/CS</td>
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<tr>
<td>58</td>
<td>PAN, Aluminum, 70 gauge (Disposable)—1/2-Size, 4” Deep; 100/CS</td>
<td>DURABLE 1011284-4200-100</td>
<td>100/CS</td>
<td>$33.80</td>
</tr>
</tbody>
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<tr>
<td>59</td>
<td>PAN, Aluminum, 70 gauge (Disposable)—1/3-Size, 4” Deep; 200/CS</td>
<td>DURABLE 1011288-5200-200</td>
<td>200/CS</td>
<td>$84.50</td>
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<tr>
<td>60</td>
<td>LID for Full-Size Pan, Aluminum 70 gauge (Disposable); 50/CS</td>
<td>DURABLE 1011282-8900-50</td>
<td>50/CS</td>
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<td>61</td>
<td>LID for 1/2-size pan, Aluminum 70 gauge (Disposable); 100/CS</td>
<td>DURABLE 1011286-8200-100</td>
<td>100/CS</td>
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<td>62</td>
<td>LID For 1/3-size pan, Aluminum, 70 gauge (Disposable); 100/CS</td>
<td>DURABLE 1011290-8500-100</td>
<td>100/CS</td>
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<tr>
<td>63</td>
<td>TRAY, CATERING, ROUND, Aluminum, 12” Dia.; 50/CS</td>
<td>DURABLE 1011291-12FT</td>
<td>50/CS</td>
<td>$26.50</td>
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<td>64</td>
<td>WRAP, ALUMINUM, Heavy Duty, Full Roll, 24” x 1,000’; 1 RL/CS</td>
<td>DURABLE 1011271-92410</td>
<td>Roll</td>
<td>$69.50</td>
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<tr>
<td>65</td>
<td>WRAP, ALUMINUM, Sheets, 10” x 12”; 500/BX – 6 BX/CS</td>
<td>DURABLE 1011115-12104 6/500</td>
<td>3M/CS</td>
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<td>66</td>
<td>TRAY, fiberpac window 200/CS</td>
<td>R3 TRAY FIBERPAC 142070-2449</td>
<td>200/CS</td>
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<td>67</td>
<td>HAIRNET, brown nylon, celucap 144/CS</td>
<td>CELUCAP 180500- HN-400</td>
<td>144/CS</td>
<td>$21.00</td>
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<td>68</td>
<td>GLOVES, nitrile M, Blue PF 10/100 CS</td>
<td>SAFETY ZONE 182072-GNPR-MD-1-10X100</td>
<td>1M/CS</td>
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<tr>
<td>69</td>
<td>GLOVES, latex LG GRPR PF 10/100 CS</td>
<td>SAFETY ZONE 184061-GRPR-LG-1-10X100</td>
<td>1M/CS</td>
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<tr>
<td>70</td>
<td>SALT, single serve 14353 3M/CS</td>
<td>DIAMOND CRYSTAL SALT 521400-14353</td>
<td>3M/CS</td>
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<tr>
<td>71</td>
<td>PEPPER, single serve 14462 3M/CS</td>
<td>DIAMOND CRYSTAL PEPPER 522400-14462</td>
<td>3M/CS</td>
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<td>72</td>
<td>Kitty Litter Ultra Sorb 33 lb.</td>
<td>RESCO KITTY LITTER 751020-8335</td>
<td>33LB/Bag</td>
<td>$11.90</td>
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<tr>
<td>73</td>
<td>BAG, compostable plastic liner 40X48 1.2ML 100/CS</td>
<td>RENEW 40X48 1.2MIL 1021033 TL-4048X12</td>
<td>100/CS</td>
<td>$76.50</td>
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<tr>
<td>74</td>
<td>BAG, compostable plastic liner 47x60 0.8ML 60/CS</td>
<td>RENEW 47X60 1.ML 1021034</td>
<td>100/CS</td>
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<tr>
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<td>GARB BAG 40X46 2ML L40-46 100/CS</td>
<td>REPUBLIC BAG L40X46 2ML 1021082-L4046MB</td>
<td>100/CS</td>
<td>$34.50</td>
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</tbody>
</table>
AWARD SHEET

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description, Size &amp; Package Qty.</th>
<th>Brand &amp; P/N Offered</th>
<th>Package Quantity</th>
<th>Price /Package</th>
</tr>
</thead>
<tbody>
<tr>
<td>76</td>
<td>GLASS PLS Wine 5z SQPED 180/CS</td>
<td>EMI YOSHI EMI- 1079766-SPWG5</td>
<td>180/CS</td>
<td>$49.99</td>
</tr>
<tr>
<td>77</td>
<td>Tray, Plastic, Polystyrene, clear hinge, 6.125&quot; x 3.25,&quot; 500/CS</td>
<td>DURABLE 145596 PXT-600</td>
<td>500/CS</td>
<td>$54.50</td>
</tr>
<tr>
<td>78</td>
<td>WRAP ALUMINUM, Heavy Duty Full Roll 18&quot;x1000'; 1RL/CS</td>
<td>DURABLE 1011273 81810</td>
<td>1M/RL</td>
<td>$59.40</td>
</tr>
<tr>
<td>79</td>
<td>BAG Compostable plastic liner 33x44 1.25ml 125/CS</td>
<td>RENW 33X44 1.2MIL 1021031</td>
<td>100/CS</td>
<td>$71.50</td>
</tr>
<tr>
<td>80</td>
<td>GARB BAG 33x40 .16ml, 250/CS</td>
<td>REPUBLIC BAG 1021356 HD3340 16MIC</td>
<td>250/CS</td>
<td>$32.50</td>
</tr>
<tr>
<td>81</td>
<td>CUP, COLD Plastic 16oz compostable 1000/CS</td>
<td>FABRIKAL 1076153 GC16S</td>
<td>1M/CS</td>
<td>$78.50</td>
</tr>
<tr>
<td>82</td>
<td>CUP, HOT DRINK Paper, 16oz. Size w/certified compostable liner 1000/CS</td>
<td>PRIMELINK 1078866 HC-16</td>
<td>1M/CS</td>
<td>$69.50</td>
</tr>
<tr>
<td>83</td>
<td>LID for CUP, COLD DRINK Plastic fit 16oz cup 1000/CS</td>
<td>FABRIKAL 1078420 LGC16/24</td>
<td>1M/CS</td>
<td>$34.50</td>
</tr>
<tr>
<td>84</td>
<td>BOX, RECYCLED Bio Box Brown Food Boxes #3: size: 7.75&quot; x 5.5&quot; bottom x 2.5&quot; high 200/CS</td>
<td>GTS 112240 TTGCK3</td>
<td>200/CS</td>
<td>$39.50</td>
</tr>
</tbody>
</table>
AWARD
Disposable Food Container, Utensils & Service Items
For the Term April 1, 2018 through March 30 2021

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description, Size &amp; Package Qty.</th>
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<th>Package Quantity</th>
<th>Price /Package</th>
</tr>
</thead>
<tbody>
<tr>
<td>85</td>
<td>CUTERU KITS Med Wt, 6.00' Plastic Fork, Knife, Spoon, Napkin, Compostable, 500/CS</td>
<td>BETTER EARTH 138872 BE-CKMW</td>
<td>500/CS</td>
<td>$78.80</td>
</tr>
<tr>
<td>86</td>
<td>KNIFE, PLASTIC WRAPPED Med Wt, 6.00', Compostable, 500/CS</td>
<td>BETTER EARTH 138891 BE-KMW-INV</td>
<td>1M/CS</td>
<td>$49.90</td>
</tr>
<tr>
<td>87</td>
<td>FORK, PLASTIC WRAPPED Med Wt, 6.00', Compostable, 500/CS</td>
<td>BETTER EARTH 138892 BE-FMW-INV</td>
<td>1M/CS</td>
<td>$46.50</td>
</tr>
<tr>
<td>88</td>
<td>SPOON, PLASTIC WRAPPED Med Wt, 6.00', Compostable, 500/CS</td>
<td>BETTER EARTH 138893 BE-SMW-INV</td>
<td>1M/CS</td>
<td>$46.50</td>
</tr>
<tr>
<td>89</td>
<td>BOX, Recycled Bio Box Brown Food Boxes #4: Base: 7 3/4&quot; x 5 1/2&quot; Top: 8 1/2&quot; x 6 ¼, 160/CS</td>
<td>GTS 112244 TTGCK4</td>
<td>160/CS</td>
<td>$44.90</td>
</tr>
<tr>
<td>90</td>
<td>CONTAINER, Hot Soup, Paper, 8oz Squat type, PLA-lined, Compostable, 1M/CS</td>
<td>PRIMELINK 146066 FC-8</td>
<td>1M/CS</td>
<td>$59.90</td>
</tr>
<tr>
<td>91</td>
<td>CONTAINER LID, Hot Soup, 8oz (for item 90 above), Paper, PLA-lined, Compostable, Dome type 1M/CS</td>
<td>PRIMELINK 146070 CFCL-8</td>
<td>1M/CS</td>
<td>$56.50</td>
</tr>
<tr>
<td>92</td>
<td>CONTAINER, Hot Soup, Paper, 12oz Squat type, PLA-lined, Compostable, 1M/CS</td>
<td>PRIMELINK 146067 FC-12</td>
<td>500/CS</td>
<td>$56.80</td>
</tr>
<tr>
<td>93</td>
<td>CONTAINER LID, Hot Soup, 12oz (for item 92 above), Paper, PLA-lined, Compostable, Dome type 1M/CS</td>
<td>PRIMELINK 146071 CFCL-1232</td>
<td>500/CS</td>
<td>$54.40</td>
</tr>
</tbody>
</table>
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<thead>
<tr>
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<th>Package Quantity</th>
<th>Price /Package</th>
</tr>
</thead>
<tbody>
<tr>
<td>94</td>
<td>CONTAINER, Clear Plastic 12oz Deli Hinged 200/CS</td>
<td>EATERY ESSENTIALS 146904 RPTHLD12</td>
<td>200/CS</td>
<td>$21.50</td>
</tr>
<tr>
<td>95</td>
<td>CONTAINER, Clear Plastic 24oz Hinged 200/CS</td>
<td>EATERY ESSENTIALS 146909 RPTHLD24</td>
<td>200/CS</td>
<td>$32.50</td>
</tr>
<tr>
<td>96</td>
<td>PALLE WRAP 18” 80 Gauge 4 RL/CS</td>
<td>GREAT SUPPLY MFG 157071 75-1880C</td>
<td>4/RLS</td>
<td>$36.00</td>
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<tr>
<td>97</td>
<td>GLOVES, NITRILE SM BLU PF 10/100</td>
<td>SAFETY ZONE 182075 GNPR-SM-10/100</td>
<td>1M/CS</td>
<td>$51.90</td>
</tr>
<tr>
<td>98</td>
<td>GLOVES, NITRILE LG BLU PF 10/100</td>
<td>SAFETY ZONE 182074 GNPR-LG-10/100</td>
<td>1M/CS</td>
<td>$49.50</td>
</tr>
<tr>
<td>99</td>
<td>GLOVES, NITRILE XL BLU PF 10/100</td>
<td>SAFETY ZONE 182077 GNPR-XL-10/1001M</td>
<td>1M/CS</td>
<td>$49.50</td>
</tr>
<tr>
<td>100</td>
<td>TOWEL, Foodservice Blue Disposable 12x21 150/CS</td>
<td>CHIC TOWEL 197101 CHI8253</td>
<td>150/CS</td>
<td>$39.50</td>
</tr>
</tbody>
</table>
BID AND CONTRACT CONDITIONS

Getting paid for goods and/or services from the City:

1. All City suppliers receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments.

2. Electronic payments are processed every business day and are safe and secure.

3. To sign up for electronic payments, visit https://sfcitypartner.sfgov.org/.

4. The following information is required to sign up:
   a. The enroller must be their company’s authorized financial representative,
   b. The company's legal name, main telephone number and all physical and remittance addresses used by the company,
   c. The company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor),
   d. The company's bank account information, including routing and account numbers.

If you have questions, please email: sfcitypartner@sfgov.org

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 on the first page of this bid 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 Code of Regulations and, for electrical products, Sections 110.2 and 110.3 (B) of the S.F. Electrical Code. In addition, if an electrical item has not been tested by a lab approved by City’s Department of Building Inspection (DBI) or Department of Public Works (DPW), Contractor shall notify the requesting
BID AND CONTRACT CONDITIONS

department before delivery by writing the department at the “Deliver to” address on the front of the Purchase Order. Approved testing labs are posted on Purchasing’s website at http://www.sfgov.org/oca/. 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.

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, or any other locations as required by the City, 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 items in a bid. Purchasing reserves the right to reject any and all bids.
BID AND CONTRACT CONDITIONS

12. **Cash Discounts; Terms of Payment (Commodities and Equipment only).** Cash discount (discount for prompt payment) will be taken into consideration in determining the low bid under the following conditions:

- Discount period must be at least 30 days. Example: “1%, 30 days. Net 31.” The maximum cash payment discount that will be considered when determining the lowest bid will be 2%.
- 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.
- 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 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.

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
BID AND CONTRACT CONDITIONS

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 patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequences 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 the 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. 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
BID AND CONTRACT CONDITIONS

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 Agreement, 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. 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. 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 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 agreement 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. 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. 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. 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. 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:

   A. 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.
BID AND CONTRACT CONDITIONS

B. Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extensions, 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 by this Contract. Contractor accordingly 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.

C. Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events 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.

D. 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 Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person’s race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

B. Subcontracts. Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor’s failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.
CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF CONTRACT ADMINISTRATION
PURCHASING DIVISION

A W A R D
Disposable Food Containers, Utensils & Service Items
For the Term April 1, 2018 through March 30, 2021

BID AND CONTRACT CONDITIONS

C. Nondiscrimination in Benefits. Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

D. Condition to Contract. As a condition to this Agreement, Contractor shall execute the “Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits” form (form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division (formerly San Francisco Human Rights Commission).

E. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of $50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

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.
BID AND CONTRACT CONDITIONS

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 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 Contract Monitoring Division (CMD) or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the “Director of CMD”) 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 CMD 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 CMD 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 CMD 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.

BID AND CONTRACT CONDITIONS

29. Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at http://library.amlegal.com/nxt_gateway.dll?f=templates&fn=default.htm&vid=amlegal:sanfrancisco_ca. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

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 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.
BID AND CONTRACT CONDITIONS

34. **Bid Protests.** Bid protests for purchases of Commodities shall be submitted and responded to in accordance with Rules and Regulations 21.3(i) pertaining to the San Francisco Administrative Code, Chapter 21.

35. **Food Service Waste Reduction Requirements.** Effective June 1, 2007, Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars ($100) liquidated damages for the first breach, two hundred dollars ($200) liquidated damages for the second breach in the same year, and five hundred dollars ($500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor’s failure to comply with this provision.

END OF BID AND CONTRACT CONDITIONS
GENERAL CONDITIONS

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 take precedence.

36. Contract Term. The contract period shall be for thirty-six (36) months. The term of this contract is the period from award execution date, approximately April 1, 2018 or the above stated term date whichever is later, through the last day of the month of a thirty-six consecutive month period.

37. 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 seven (7) years.

38. Toll-Free Telephone Number. A contractor located outside 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 will be a consideration in evaluating this bid.

39. Cooperative Agreement- Contractor agrees _____ X _____ 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.

40. Not used

41. LBE Ordinance To qualify for a bid discount under the provisions of Administrative Code Chapter 14B, an LBE must be certified by the Contracts Monitoring Division (formerly ‘Human Rights Commission’) by the Bid Due date. The certification application is available from CMD (415) 581-2310, and on the web. CMD’s home page is:

http://sfgov.org/cmd/

Click on the “14B Local Business Enterprise Ordinance” tab.

42. Claim for Preference - To claim preference under the LBE Ordinance, see Bid Questionnaire attached.

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

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

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

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

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

43. LBE bid discount; brokerage services

Pursuant to Section 14B.7 of the Administrative Code, a bid discount will only be awarded to an LBE directly responsible for providing materials, equipment, supplies or services to the 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 the Contracts Monitoring Division. 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 CMD. 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.

44. 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.

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.
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(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.

E. CMD Data on LBEs. Contractor will obtain from CMD a copy of CMD's database of LBEs, and this or other information from CMD, shall be the basis for determining whether a LBE is confirmed with CMD. Contractor will obtain an updated copy of CMD's database at least quarterly. Please call CMD at (415) 581-2310.

45. Audit and Inspection of Records. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. 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
GENERAL CONDITIONS

data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. 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 Agreement 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 matter of this Agreement shall have the same rights conferred upon City by this Section.

46 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 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.

47. 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.

48. 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 the City; (b) take action in accordance with Sections 17 and 19, or (c) exercise any other legal or equitable remedy.

49. 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.

50. 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 Agreement shall constitute a waiver or limitation of any rights which City may have under applicable law.

51. Reports by Contractor

Multi-year Term Contracts

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

Contractor shall email all reports to:

OCAVendor.Reports@sfgov.org AND Carmen.h.omran@sfdph.org

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

Contractor shall mail the reports to:

OCA Supplier Reporting
Re: Term Contract No. 88405A
City and County of San Francisco
Office of Contract Administration – Purchasing
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA  94102-4685

Mandatory Sales Reports by Contractors

A. Sales Reports required by this section are in addition to Reports required by contractor in General Condition 51.

B. On a quarterly basis, the Vendor shall provide to the Office of Contract Administration reports for the duration of this contract. Cumulative reports shall be provided each subsequent quarter, with a final report provided yearly. Reports will be due and expected 15 days after each quarterly period. Deadlines for these reports are:

April 15 (for January 1 – March 31 quarter)
July 15 (for April 1 – June 30 quarter)
October 15 (for July 1 - September 30 quarter)
January 15 (for October 1 – December 31 quarter)

C. These reports shall list the following for each purchase (See attached template):

i. Invoice Date
ii. Item price, quantity ordered and extended price
iii. Name of Departmental Purchaser (or buyer) and e-mail or phone number
iv. City department location
v. Product manufacturer, part number and product name
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D. The reports shall be submitted in the electronic format prescribed by the City. A copy of the reporting template is included in this solicitation for your review, and contains all of the required fields for the sales report. The required MS Excel® reporting format to be provided to the vendor by the City shall be completed in its entirety and returned to the City without changing the format, at the end of each reporting period. Vendors must also report all items ordered by City departments and offices, whether or not they are explicitly part of this contract.

E. NOTE: Failure to submit reports in a timely fashion, or the submission of inaccurate or incomplete reports, may be considered grounds for suspension of price increases and/or withholding payment for items received, and may result in the application of the vendor’s Default Clause (General Condition 48) of this contract

Vendor shall e-mail the reports to:
OCAVendor.Reports@sfgov.org and Carmen.h.omran@sfdph.org

Re: Term Contract No. 88405-A

52. 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 Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685

53. 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.

54. 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,
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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.

55. 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.

56. Emergency - Priority 1 Service. In case of an emergency that affects any part of 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, the Contractor shall charge fair and competitive prices for items and services ordered during an emergency and not covered under the awarded contract.

57. Not used

58. 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.

59. First Source Hiring Program

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 Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.
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B. First Source Hiring Agreement. As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement (“agreement”) with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer’s participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs may be certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing 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. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the
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employer's existing record keeping systems, be non-duplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

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. Contractor agrees:

(1) To be liable to the City for liquidated damages as provided in this section;

(2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

(3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to $5,000 for every notice of a new hire for an entry level position improperly withheld by
the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

(4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to $10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

(5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

a. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of $348 per month, totaling approximately $14,379; and

b. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year; therefore, liquidated damages that total $5,000 for first violations and $10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of $5,000 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.

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.
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60. Consideration of Criminal History in Hiring and Employment Decisions

A. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at http://sfgov.org/olse/fco. A partial listing of some of Contractor’s obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

B. The requirements of Chapter 12T shall only apply to a Contractor’s or Subcontractor’s operations to the extent those operations are in furtherance of the performance of this Agreement, and shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement.

C. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor’s failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

D. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant’s or potential applicant for employment, or employee’s: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

E. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 60(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

F. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.
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G. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE’s website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor’s control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

H. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of $50 for a second violation and $100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

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

62. 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.
GENERAL CONDITIONS

63. **Preservative-Treated Wood Containing Arsenic.** Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement 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 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.

64. **Not Used.**

65. **Protection of Private Information.** Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, “Nondisclosure of Private Information,” and 12M.3, “Enforcement” of Administrative Code Chapter 12M, “Protection of Private Information,” which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

66. **Sugar-Sweetened Beverage Prohibition.** Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

67. **Modification of Agreement.** This Agreement 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 Agreement.

END OF GENERAL CONDITIONS
A W A R D
Disposable Food Containers, Utensils & Service Items
For the Term April 1, 2018 through March 30, 2021

SPECIAL CONDITIONS

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

68. 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 Laguna Honda Hospital (LHH), Zuckerberg San Francisco General Hospital (ZSFGH), and other DPH units and City departments as required.

All items are 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.

All contract items listed on the bid sheets are considered “compostable” in that they are acceptable for San Francisco’s municipal composting program. In addition to the standard paper plates, cups, napkins and coated parchment paper sheet items listed on the bid sheet, bid items made from compostable compounds such as clear Polylactic Acid (PLA), potato starch, sugarcane bagasse or PLA lined paper will also be included.

69. Pre-Bid Conference. A Pre-bid Conference will not be held for this solicitation.

Question and Answer Period
Bidders shall submit all questions concerning this Contract Proposal scope of services or requirements in writing by email only during the Question and Answer Period, no later than November 7, 2017 by 2 p.m., Pacific Standard Time and directed to: Albie.udom@sfgov.org. All Bidder questions concerning the bid process shall be submitted no later than 24 hours prior to the bid deadline. Bidders who fail to do so will waive all further rights to protest, based on these specifications and conditions. The City may issue an addendum or addenda any time before the bid due date. It is the responsibility of bidders to check the City’s partner portal for any addendum or addenda issued and to make sure their submitted bids reflect any changes contained in the addendum or addenda. The link for the City’s partner portal is https://sfsupplierportal.sfgov.org/psp/supplier/SUPPLIER/ERP/h/?tab=DEFAULT

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.
SPECIAL CONDITIONS

The Board has 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, which prohibits the use and purchase of polystyrene foam food service ware and requires the purchase of products that are accepted in San Francisco’s recycling and composting program. General information on this ordinance can be found in the below listed URL:


The goal of this contract is to increase sustainable practices in the City and County of San Francisco’s food service operations by encouraging the purchase and use of reusable food service containers and establishing minimum specifications for single-use food service containers and packaging. The specifications establish a hierarchy of environmentally beneficial attributes as follows: reusable; compostable in a commercial or municipal facility; easily recyclable; and made with a minimum percentage of post-consumer recycled content, sustainably harvested content, or other environmental attributes. In addition, all products purchased by the City, on contracts or off-contract shall not contain perfluorinated chemicals (PFCs) and polystyrene.

Below are the minimum requirements for products purchased under this contract:

A. Compostable plastic products:
   
   1. Must not contain additives that include hazardous chemicals, including but not limited to persistent, bioaccumulative, or toxic chemicals; carcinogens; mutagens; reproductive toxins.

   2. Must not contain polyvinyl chloride (PVC), polystyrene (PS), acrylonitrile butadiene styrene (ABS), polycarbonate (PC), polyurethane (PU) or fluorinated chemicals.

   3. Must be clearly labelled “Compostable” in a green color or within a green band in order to distinguish the product from conventional plastic. Cutlery must be embossed with the word “Compostable” on each piece.

   4. If the compostable product has a shelf life, the expiration date needs to be clearly printed on the packaging or shipping box.

B. For items intended for “hot use,” products must not melt, deform or break apart when in contact with hot food or liquids. For those items intended for “hot use,” bidder must provide exact temperature tolerances. Please provide with bid submittal separate data sheets or brochures that state this information.

C. If unable to bid on exact size, bidder may state nearest comparable size. Use the “Brand, P/N & Package Qty.” space on the bid sheet to input the nearest comparable package size data for your company’s offer.
SPECIAL CONDITIONS

D. California Public Code Section 42355(f) prohibits labelling plastic products as “biodegradable" “oxy-degradable” or “degradable”. Any plastic products labelled in this manner will not be considered for this bid.

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

71. Bidder’s/Contractors Qualifications and Requirements

Minimum Qualifications.

MQ1. Bid security: Original bid bond, or money order, or a cashier’s check or certified check in the amount of $1,000.00 payable to the City and County of San Francisco. Personal or company checks will not be accepted. See special condition 85.

MQ2. In order to receive consideration, Bidder/Contractor must have in-depth technical knowledge of and marketing experience in the products covered by the contract. A minimum of five (5) years of experience supplying similar products to retail outlets and/or institution cafeteria customers such as hospitals, schools, and correctional facilities is required.

Bidder must submit with their bid, a minimum of three references of retail outlets and/or institution cafeteria customers they have provided similar products to. The references must verify and meet or exceed all the listed minimum qualifications specified in MQ2.

i. References must be verifiable and should include organization name, address, phone number and email address and a description of the services provided to them by the Bidder. References shall include a contact person’s name who is familiar with the Bidder’s services and that same contact person’s phone number and email address.

ii. If a bid does not include references meeting and/or exceeding the listed minimum requirements described in Special Condition 71(B), the bid will be deemed non-responsive and disqualified from receiving further evaluation and contract award. If a bid does not include a minimum of references that can be verified by the City and sufficiently establish that the bidder meets and/or exceeds the Minimum Qualifications as described in Special Condition 71(B), the Bidder may be deemed not responsible and disqualified from receiving further evaluation and contract award.
SPECIAL CONDITIONS

Additional Bidder’s 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 (7:00 AM – 5:00 PM., Pacific Standard Time).

B. Contractor must be able to accept orders from the City by telephone, fax, or email. To this end, Contractor must have monitored telephone and fax lines and email address(es).

C. Contractor must be capable of filling orders within 72 hours of the order being placed by the City. In the event Contractor cannot fill an order within the 72-hour period, they must notify the City immediately and advice when the order will be filled.

D. The City may require Contractor to provide within seven (7) business days, any 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 manufacturer’s 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.

E. If bidder is not the manufacturer, bidder should if requested by the City, furnish a manufacturer's written guarantee (on manufacturer’s letterhead addressed to the City) that the manufacturer's warranty and service will be passed on to the City. Failure to provide this document within five (5) business days of notification may result in rejection of the bidder’s bid.

F. The City reserves the right to reject any bid on which information submitted by Bidder failsto satisfy the City and/or Bidder is unable to supply information and documentation within the period of time requested. Any false statements made by a bidder in their submitted bid or any related communication/clarification may result in the disqualification of their bid from receiving further evaluation and contract award related communication/clarification may result in the disqualification of their bid from receiving further evaluation and contract award.

G. Contractor must be capable of producing usage reports required under General Condition No. 51. of the contract.
SPECIAL CONDITIONS

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 71 - Specifications) as denoted in Subsection 1605(c) of the Environmental Code for the City and County of San Francisco.

B. Whenever possible, City Departments should purchase products that are reusable. Where this is not feasible use food service materials should be made of paper, aluminum foil, bagasse, or wood as these products are easily distinguishable from other products as compostable or recyclable.

C. Whenever City Departments must purchase plastic products, they should opt for plastic products certified as meeting the ASTM D6400 or ASTM D6868 standards of compostability by the Biodegradable Products, Institute (BPI).

D. 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.

E. Department(s) shall inspect material received from Contractor immediately upon delivery and reject or return damaged or incorrect material for replacement or credit.

F. 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.

G. 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.

H. 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.

I. 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.
SPECIAL CONDITIONS

73. Delivery

Contractor must comply with the following delivery requirements. Failure to comply with any or all requirements may result in Purchasing invoking General Condition 49, Contractor’s Default Clause.

A. Deliveries shall include all associated delivery/freight charges, F.O.B point of destination.

B. Deliveries should be made within three (3) business days of Contractor receiving an order. Prior to all deliveries, Contractor shall provide scheduled delivery dates to the ordering department. Any deliveries made without prior scheduling will be rejected by the department with no additional costs incurred. In order to facilitate delivery, Contractor should become familiar with the site conditions, such as dock heights, hours of operation, etc. at each of the main delivery locations.

C. Contractor shall notify the ordering department immediately if Contractor is unable to deliver the items and/or quantity ordered within the specified three (3) business days period, and how long the items are backordered. Contractor must notify and obtain approval from the ordering department prior to delivery of any back-ordered items. Department may reject back-ordered items at no additional costs incurred to the City.

D. All deliveries shall be made and accepted at the City location indicated by the ordering department in accordance with the specific instructions provided by the ordering department. In the absence of such specific delivery instructions or in case of any ambiguities in the delivery instructions, Contractor should contact the ordering department for clarification.

E. All deliveries must be for the items ordered. No substitutions will be allowed without the prior written consent of the ordering department. Any requests by the Contractor to deliver a substitute must state the reason for the request, the quantity being substituted, how the substitute product compares with the original product, and length of the period of substitution. Notwithstanding any approval by the ordering department, the price of the substitute product shall not exceed the price of the original product.

F. From time to time, City Departments may place orders on an emergency or expedited basis. Contractor shall endeavor to deliver to such emergency or expedited orders by the most expeditious means possible, at no additional cost to the City. Contractor shall notify the ordering department of the estimated time of delivery of such emergency or expedited orders.

G. All deliveries must include a packing slip and must provide the following information

- Complete description including manufacturer’s name and part number
- Quantity ordered
- Contract number and contract item numbers
- Back-ordered items and amount back-ordered
- Date back-ordered items will be delivered
SPECIAL CONDITIONS

I. In the event that back-ordered items are delayed in excess of five (5) working days, the City reserves the right to reject partial shipment or cancel the item(s) ordered from the Contract, at no additional cost incurred to the City.

J. From time to time, City may order non-contracted items from Contractor. Such orders for non-contracted items shall be separate from orders for contracted items. Contractor shall invoice the City for such non-contracted orders separately.

K. Contractor will be responsible for pick-up of any empty contractor-owned pallets and other delivery items in a timely manner.

74. Price

Bid prices are to be firm for the term of the contract, from award date through the end of the term, including extensions. Only prices that appear on City Contract Proposal Bid Sheets will be considered. No other pages with prices or attached price lists and/or catalog prices will be considered. Bid prices will be inclusive of all costs to the City, including delivery/freight charges, F.O.B. point of destination. Bid prices shall be exclusive of any Federal, State, local sales or use tax.

75. Price Adjustment

A. Prices may be increased or decreased commencing on or after the end of the first twelve (12) month contract period and each twelve (12) month period thereafter during the contract term and for any subsequent extensions upon written approval by the Purchaser.

B. Requests for price increases must be made in writing at least 30 days prior to the anniversary date of the contract. If approved, the price changes will be implemented with a contract amendment. No more than one price increase in any given 12-month anniversary period will be approved.

C. Such adjustment shall be equal to the percentage change (increase or decrease) of the base index indicated below, from the Bid Due date to the anniversary date of the Bid Due date. In succeeding years, if valid requests for price changes are received in a timely manner, subsequent price adjustments will be administered with new pricing effective on the anniversary date of the contract. Requests for price increases under this contract must be supported by the following Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics:

Commodity Series ID: PCU3222193222193
Group: Non-folding sanitary food container mfg.
Item: Non-folding sanitary food container mfg.
Base Data: 198506
Website: www.bls.gov/data/
SPECIAL CONDITIONS

E. It shall be Contractor’s responsibility to request and to provide documentation satisfactory to the Purchaser to support any increases. Documentation shall include, but is not limited to all applicable product indices and other direct costs to substantiate Contractor’s request for price increases.

F. Price increase requests will not be granted retroactively for past years or years in which the Contractor failed to request price increase(s).

G. Example of Price Adjustment Calculation:

<table>
<thead>
<tr>
<th>PPI Group</th>
<th>Contractor’s Bid Price</th>
<th>Index on Bid Due Date</th>
<th>Index at 12 Months</th>
<th>Change in Index</th>
<th>Percent Change In Index</th>
<th>Adjusted Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>N-F Food</td>
<td>$190.00</td>
<td>100.0</td>
<td>106.3</td>
<td>6.3</td>
<td>6.3%</td>
<td>$201.97</td>
</tr>
</tbody>
</table>

(Index at 12 Months) – (Index on Bid Due Date) = Change in Index

106.3 - 100.0 = 6.3

(Change in Index) / (Index on Bid due Date) = Percent Change in Index

6.3/100.0 = .063 or 6.3%

(Percent Change in Index x Contractor’s Bid Price) + Contractor’s Bid Price = Adjusted Price

(.063 x 190.00) + 190.00 = $201.97 Adjusted Price

Subsequent rate adjustments will be administered on the anniversary date of the contract and will be equal to the percentage rate increase or decrease of the Producer Price Index (PPI) for “Non-folding sanitary food container mfg.” (see Cond. 78.d above) as developed by the US Department of Labor Bureau of Labor Statistics (BLS). Refer to the BLS website address for the location of these statistics:

http://stats.bls.gov/cpi/home.htm

76. Bid Evaluation Except as otherwise noted on Bid Sheets, bid prices will be evaluated for total items based on the estimated quantity times the bid price per specified unit, less applicable discount payment terms offered (see Bid and Contract Condition 12), less any applicable LBE preference (see General Conditions 41 through 43) and applicable sales tax adjustment (see Special Condition 76). 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
SPECIAL CONDITIONS

the same item (e.g. dozen versus gross), 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.” Bidders must provide quotations for all items on the Bid Sheet

A. Bid Prices to be Stated in “Price per Thousand”

To allow for bidders’ differing package quantities, bidders will input their company’s prices for the bid items in Price per Thousand (“Price/M”) on the bid sheets. The “Extended Price” totals will be computed utilizing an “Annual Usage Conversion Multiplier” developed by Purchasing for each bid item. This “Multiplier” is determined by multiplying the specified Package Quantity for each bid item times the annual number of packages used, then dividing this product by 1,000. The calculation for each bid item’s “Multiplier” will be displayed in small print below this factor.

B. Bids to be Inputted on Computerized Bid Sheet

A Microsoft Excel® spreadsheet emulating the Bid Sheets will be provided to bidders in order to input their “Price/M” bids. The “Extended Price” for each bid item will be automatically calculated. The Microsoft Excel® spreadsheet file will accompany this proposal announcement and be posted online at the City & County of San Francisco Office of Contract Administration’s Bids and Contracts database site. Bidders can download the spreadsheet file at this site. Purchasing will not accept bids developed by any method other than the required Microsoft Excel® spreadsheet.

C. Example of Price Calculation for Annual Quantities greater than 1,000:

For bid items that have large annual quantities (i.e. quantities larger than 1,000) but small value per item (e. g., straws, coffee stir sticks, utensils, etc.), the “Annual Usage Conversion Multiplier” will have a value greater than 1. Bidders will be required to enter the Price per Thousand (“Price/M”) for those bid items. An example of a bid computation for such items is shown below:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description, Size &amp; Package Quantity</th>
<th>Annual Usage (est.)</th>
<th>Annual Usage Conversion Multiplier</th>
<th>Brand, PIN &amp; Package Qty. Offered</th>
<th>Pkg Qty Offered same as specified above?</th>
<th>Price per Pkg Qty Offered</th>
<th>Price/M</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>16</td>
<td>NAPKIN, WHITE, Dispenser type, minimum 10% post-consumer recycled content, 12” x 13”; 5.4M/CS</td>
<td>250 CS</td>
<td>1,350</td>
<td>“Kruger” 6700 5.4M/CS.</td>
<td>Y (No Sub)</td>
<td>$48.34/C</td>
<td>$8.9512</td>
<td>$12,084.12</td>
</tr>
</tbody>
</table>
SPECIAL CONDITIONS

D. Example of Price Calculation for Annual Quantities Less than 1,000:

For those bid items of small annual requirements (less than 1,000 used per year), bidders will also be required to enter the Price per Thousand ("Price/M") on the bid sheets. For all such items, the "Annual Usage Conversion Multiplier" will have a value less than 1. An example of a bid computation for such items is shown below:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description, Size &amp; Package Quantity</th>
<th>Annual Usage (est.)</th>
<th>Annual Usage Conversion Multiplier</th>
<th>Brand, PIN &amp; Package Qty. Offered</th>
<th>Pkg Qty Offered same as specified? (Y / N)</th>
<th>Price per Pkg Qty Offered</th>
<th>Price/M</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>57</td>
<td>PAN, Aluminum (Disposable)—1/2-Size, 4&quot; Deep; 100/CS</td>
<td>6 CS</td>
<td>.6</td>
<td>&quot;Handi-Foil&quot; 201450 100/CS</td>
<td>Y</td>
<td>$125.57 /CS</td>
<td>$1255.70</td>
<td>$753.42</td>
</tr>
</tbody>
</table>

E. Example of Price Calculation for Different Package Quantities:

If Bidder’s package quantity differs from that specified, Bidders must convert their price to Price per Thousand ("Price/M") on the bid sheets. For different package sizes, the bidders response to "Pkg Qty Offered same as specified? (Y / N)" the response will be "N." An example of a bid computation for Bid Item No. 44, whereby the bidder’s package quantity differs from the stated specification, is shown below:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description, Size &amp; Package Quantity</th>
<th>Annual Usage (est.)</th>
<th>Annual Usage Conversion Multiplier</th>
<th>Brand, PIN &amp; Package Qty. Offered</th>
<th>Pkg Qty Offered same as specified? (Y / N)</th>
<th>Price per Pkg Qty Offered</th>
<th>Price/M</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>COLD CUP (PLASTIC), 9 oz. size cup, Clear, “Cocktail”, compostable plastic, clearly labeled as compostable 1M/BX</td>
<td></td>
<td>3</td>
<td>1,000 x 3 BX /1,000</td>
<td>“Corn Cups” EPCC95, 125/pkg</td>
<td>N</td>
<td>$12.00</td>
<td>$96.00</td>
<td>$288.00</td>
</tr>
</tbody>
</table>

RECAPITULATION: FOR ALL ITEMS, Bidders will enter the following information on the Microsoft Excel® spreadsheet in the spaces indicated;

A. "Brand, Part No. and Package Quantity Offered” (except for “No Sub” items),
B. "Package Quantity Offered the Same as Specified?” (Answer Yes-Y or No-N),
C. “Price per Package Quantity Offered” (your company’s package price for bid item offered),
D. “Price per Thousand” (input your company’s “Price/M” in designated block on spreadsheet),
E. “Per Cent Recycled Content” (enter percentage, if known)
SPECIAL CONDITIONS

Bidders will be responsible for the accuracy of their bid prices (“Price per Thousand”) and the resulting Extended Prices. Check the “Extended Price” result on the spreadsheet to determine if your “Price/M” for the particular bid item is correct. Use “Legal” sized paper (8.5” x 14”) to print out your bid results.

Purchasing will attempt to evaluate this contract proposal within sixty (60) days after receipt of bids(s). If Purchasing requires additional evaluation time, all bidders will be notified in writing of the new expected award date.

77. Adjustment of Bid Price for Sales Tax

In accordance with Administrative Code Chapter 21.32, for bid purposes, Purchasing will reduce your bid based on any sales tax revenue the City would receive from this purchase.

78. Award

Award will be made to the lowest priced, most responsive and responsible bidder in a single aggregate amount for all items shown in the Bid sheets. Bidder must bid on all items in the Bid Sheets; failure to do so will result in the bid being rejected. This condition overrides condition 9 above.

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

- Aggregate Price (evaluated). This will consist of the aggregate total value for all items on the bid sheet. 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.”
- Satisfactory review of bidders’ qualifications.
- Any other factors deemed pertinent.

79. Awarded Items

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 supplier is payment of deliveries made prior to the cancellation date. City shall give the supplier 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. 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.
SPECIAL CONDITIONS

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

80. Ordering

Items to be furnished under this contract shall be ordered through a release from the appropriate citywide contract by City departments during the effective period of the contract. All invoices for payments shall show the citywide contract number, complete description of item, quantity and contract price.

81. Payment

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. 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.

82. Additional Items

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. 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. 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. All additional items or services added to the contract shall be approved through issuance of a contract modification. 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 $100,000, the amount over 20% or $100,000, 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.

83. 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.
**SPECIAL CONDITIONS**

**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.

**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 plastic products claiming to be compostable must be certified compostable by the Biodegradable Products Institute (BPI), proving that the finished product meets ASTM standards D6400 or D6868 of compostability. Compostable plastic products must be clearly labelled “compostable” in green color or within a green band in order to distinguish the product from conventional plastic. Cutlery must be embossed with the word “compostable” on each piece.

**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.”

**Fluorinated chemicals:** Fluorinated chemicals, often referred to as PFCs and PFASs are a category of compounds that includes long- and short-chain per- and poly-fluorinated alkyl compounds, fluorinated sulfonate compounds, and fluorinated polymers. Fluorinated chemicals include any compound that meets any one of the following definitions:

- **Perfluoroalkyl substances:** Compounds for which all hydrogen atoms on all carbon atoms (except for carbons associated with functional groups) have been replaced by fluorine atoms.
- **Polyfluoroalkyl substances:** Compounds for which hydrogen atoms on at least one, but not all, carbon atoms have been replaced by fluorine atoms.
- **Fluoropolymers:** Carbon-only polymer backbone with fluorine atoms directly bound to the polymer backbone.
- **Perfluoropolyethers:** Carbon and oxygen polymer backbone with fluorine atoms directly bound to carbon atoms.
- **Side-chain fluorinated polymers:** Variable composition non-fluorinated polymer backbone with fluorinated side chains.
SPECIAL CONDITIONS

**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 biodegradable 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 re-solidified.

**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 designated as having undesirable environmental health impacts for which alternative products should be identified and substituted.
SPECIAL CONDITIONS

84. Bid Security

Each bid must be accompanied by an original bid bond, or money order, or a cashier’s check or certified check in the amount of $1,000.00 payable to the City and County of San Francisco, to guarantee the filing of required Bond documents and Insurance Certificates, and proper execution of the contract. **Personal or company checks will not be accepted.** Any proposal submitted without the proper bid security shall be determined to be non-responsive and result in the rejection of the bid. After the successful bidder has furnished the required documents or the City has rejected proposals, all bid proposal securities, except those which may have been forfeited, will be returned to the respective bidders whose proposals they accompanied.

85. Performance Bond (NOT USED).

86. Fidelity Bond (NOT USED)

87. 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 Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages

   (1) Workers’ Compensation, in statutory amounts, with Employers’ Liability Limits not less than $1,000,000 each accident, injury, or illness; and

   (2) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence, $2,000,000 aggregate for bodily injury, property damage, contractual liability, personal injury, products and completed operations.

   (3) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each occurrence, “Combined Single Limit” for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

B. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

   (1) Name as Additional Insured 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 Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.
C. Contractor shall provide thirty (30) days’ advance written notice to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days’ notice shall be provided to City. Notices shall be sent to:

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. Contractor hereby agrees to waive Workers’ Compensation subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

E. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

F. 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 or claims limits specified above.

G. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

H. Before commencing any operations under this Agreement, Contractor shall 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. Failure to maintain insurance shall constitute a material breach of this Agreement.
SPECIAL CONDITIONS

I. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

88. Failure to Execute Contract (NOT USED)

89. Contractors Unable to do Business with the City

A. Generally
Contractors that do not comply with laws set forth in San Francisco’s Municipal Codes may be unable to enter into a contract with City. Some of the laws are included in this Contract Proposal.

B. Companies Headquartered in Certain States
This Contract is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into contracts with companies headquartered in states with laws that perpetuate discrimination against LGBT population or where any or all of the work on the contract will be performed in any of those states. Proposers are hereby advised that proposers who have their United States headquarters in a State on the Covered State List, as that term is defined in Administrative Code Section 12X.3, or where any or all of the work on the contract will be performed in a state on the Covered State List may not enter into contracts with City. A list of states on the Covered State List is available at the website of the City Administrator.

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

91. Questions
Any questions or clarifications concerning the requirements in this bid proposal must be submitted in writing, and received by OCA no later than 2:00 P.M. (Pacific Standard Time) on November 7, 2017. Bidders who fail to do so will waive all further rights to protest, based on these specifications and conditions.

92. Bid Submittal Instructions
Bids must be either be received at Central Purchasing, City Hall, Room 430, before the due time, or electronically uploaded into the City’s Partner Portal (https://sfsupplierportal.sfgov.org/psp/supplier/SUPPLIER/ERP/h/?tab=DEFAULT). I. Bids transmitted by fax or any type of electronic mail will not be accepted.
SPECIAL CONDITIONS

Return all required documents, which include:

**Hardcopies**
- a) Page 1 of the Contract Proposal completed and signed, or written by pen and ink.
- b) All questionnaires and forms including completed and signed, which includes, but not limited to, *if applicable* (See “Standard Bid Forms, P-225” attached to this Contract Proposal):
  - I. All Questionnaires
  - II. References
  - III. Bid Addendums/Addenda
  - IV. Bid Addendum Signed Change Notice Receipts
- c) Bid Security. (See Special Condition 84.)
- d) Response to General Conditions 39. Cooperative Agreement.
- e) Separate envelope labeled CMD Forms, with all signed and completed CMD forms (*All Applicable CMD forms*).

**USB Drive (Electronic Copies)**
- f) Page 1 of the Contract Proposal completed and signed.
- g) Completed Bid Sheets in Microsoft Excel format. One (1) set of signed completed hard copies of Bid Sheets for items specified in this document. Prices should be clearly typed.
- h) All questionnaires and forms including completed and signed, which includes, but not limited to, *if applicable* (See “Standard Bid Forms, P-225” attached to this Contract Proposal):
  - V. All Questionnaires
  - VI. References
  - VII. Bid Addendums
  - VIII. Bid Addendum Signed Change Notice Receipts
- i) Bid Security. (See Special Condition 84)
- k) Create a separate file folder labeled CMD Forms (on same USB), with all signed and completed CMD forms (*All Applicable CMD forms*).

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

FOR MORE INFORMATION, call:
Albie Udom, Senior Contracts Analyst
(415) 554 6751

END OF SPECIAL CONDITIONS