

City and County of San Francisco  
Office of Contract Administration  
SFGH Purchasing Division  
1001 Potrero Avenue, Rm. GP-1  
San Francisco, CA 94110



# CONTRACT MODIFICATION No. 1

Indefinite Quantity

**World Centric**  
2211 Williams Street  
Palo Alto, CA 94306-1419  
Attn: Aseem Das, Founder & General Director

Date October 28, 2008  
Contract Proposal No. 88402  
Estimated Amount: Indefinite

The City and County of San Francisco does hereby accept your offer to extend the contract, modify the prices and furnish the articles indicated below. Such Articles are to be delivered in the manner and the form and at the times and prices set forth in the above numbered Contract Bid Proposal, but only after receipt of order properly certified by the Controller of the City and County of San Francisco.

## PRICE INCREASE / ADD ITEMS

For furnishing and delivering **Disposable Food Containers, Utensils & Service Items- Standard and Compostable**

By mutual agreement, prices have increased in accordance with Special Condition No. 81, "Price / Price Adjustment"; Effective **November 1, 2008** a maximum increase of 8.6% will be allowed on Items **98 to 108**. (See Attachment "A")

Also in accordance with Special Condition No. 85 – "Additional New Items" the following items have been added to the Contract. (See Attachment "B")

The following condition has been added to contract 88402 (See Attachment "C").

### 89. Food Service Waste Reduction Requirements.

All other conditions remain unchanged.

Acknowledge receipt of this Contract Acceptance in the space below and return to Purchaser, 1 Dr. Carlton B. Goodlett Place, Room 430, San Francisco, CA, 94102-4685. **DUPLICATE COPY IS FOR YOUR FILES.**

*Carlton B. Goodlett* 10-29-08  
As the duly appointed Purchaser of the City and County of San Francisco Date

### RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor WORLD CENTRIC  
By *Aseem Das* Exec. Director  
Signature Title  
Date Oct 31, 08

World Centric

**Price Increase**

**GROUP B—COMPOSTABLE FOOD SERVING ITEMS**

Item No.	COMPOSTABLE FOOD SERVING PRODUCTS Description, Size & Package Qty.	Brand & P/N	Package Qty	Old Price /Package	New Price /Package
98.	COLD CUP (PLA), 10 oz. size cup. Clear, "Tall" cornstarch based resin, Unprinted; 1M/BX	Tall 10 oz.	2000/CS	\$90.00/BX	\$97.74/BX
99.	COLD CUP (PLA), 9 oz. size cup. Clear, "Cocktail", cornstarch based resin, Unprinted; 1M/BX	Squat 9 oz.	1000/CS	\$58.00/BX	\$62.99/BX
100.	SPOON, for hot foods; PLA (or other compostable material), clearly labeled; 50/BG—20 BG/CS	Corn-200F	1000/CS	\$29.00/CS	\$31.49/CS
101.	SPOON, for hot foods; PLA (or other compostable material), clearly labeled; 50/BG—20 BG/CS	Corn-200F	1078900/CS	\$29.00/CS	\$31.49/CS
102.	SPOON, for hot foods; PLA (or other compostable material), clearly labeled; 50/BG—20 BG/CS	Corn-200F	1000/CS	\$29.00/CS	\$31.49/CS
103.	"PLA" WRAPPED SET (KNIFE, FORK & SPOON, WITH NAPKIN) 250 ST/CS	Corn-200F	750/CS	\$74.00/CS	\$80.36/CS
104.	CLAMSHELL Hinged Container: 1-compartment, bagasse, for hot and cold foods, tab closures 6" x 6.1" x 2.5"; 600/CS	World Centric 6" x 6" x 3"	5300 CS	\$45.00/CS	\$48.87/CS
105.	CLAMSHELL Hinged Container: 1-compartment, bagasse, for hot and cold foods, tab closures 9" x 9.5" x 3.5"; 300/CS	World Centric 9" x 9" x 3"	300 CS	\$47.00/CS	\$51.04/CS
106.	CLAMSHELL Hinged Container: 3-compartment, bagasse, for hot and cold foods, tab closures 9" x 9.5" x 3.5"; 300/CS	World Centric 9" x 9" x 3"	300 CS	\$47.00/CS	\$51.04/CS
107.	CLAMSHELL Hinged Container, bagasse, for cold foods, friction seal closure, 8" x 8" x 3"; 160/CS	Wilkinson	160 CS	\$45.00/CS	\$48.87/CS
108.	BAG, COMPOSTABLE Plastic, GUSSETED, 1.3 mil, 33"W x 40"L, 80 BAG/BX	Bio-Bag	80/BX	\$54.00/BX	\$58.64/BX

**Additional New Items**

**GROUP B—COMPOSTABLE FOOD SERVING ITEMS**

Item No.	<b>COMPOSTABLE FOOD SERVING PRODUCTS</b> Description, Size & Package Qty.	Brand & P/N Offered	Package Qty	Price /Package
109.	CORN STARCH UTENSIL, FORK— Biodegradable, <u>Individually Wrapped</u> ; 0.4" thick X 6.0" length; 750/CS	World Centric No. FO-PS-I	750/CS	<b>\$40.00/CS</b>
110.	CORN STARCH UTENSIL, KNIFE— Biodegradable, <u>Individually Wrapped</u> ; 0.4" thick X 6.0" length; 750/CS	World Centric No. KN-PS-I	750/CS	<b>\$40.00/CS</b>
111.	CORN STARCH UTENSIL, SPOON— Biodegradable, <u>Individually Wrapped</u> ; 0.4" thick X 6.0" length; 750/CS	World Centric No. SP-PS-I	750/CS	<b>\$40.00/CS</b>

The following condition has been added:

**Food Service Waste Reduction Requirements**

Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred damages that will be impractical or extremely difficult to determine; further, Contractor agrees 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.