

City and County of San Francisco
 Office of Contract Administration
 Purchasing Department
 City Hall, Room 430
 1 Dr. Carlton B. Goodlett Place
 San Francisco, CA 94102-4685



Contract Modification 3

Disposable Food Containers, Utensils & Service Items

San Francisco Supply Master
 Attn: Shahram Farman, Owner
 2050 McKinnon Avenue
 San Francisco, CA 94124
shah@sfsupplymaster.com

Date: May 20, 2015
 Buyer Name: John Danaher
 Contract Proposal No.: **88404**
 City Blanket No.: BPSF00003916
 Type: Indefinite quantity
 Not-to-Exceed: \$1,400,000.00

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

Modification	Start date	End date	Amount	Other changes
Original contract	8/16/12	8/15/15	\$1,000,000	
1	No Change	No Change		Increase prices on some items according to attached schedule. Add new items to contract. Revise Condition 77 to change BLS category. Revise contract General Conditions.
2	No Change	No Change		Increase prices on selected contract items. Add items to contract. Update contract conditions.
3	No Change	2/29/16	\$1,400,000	Extend contract 6 months. Add \$400,000 funding to contract. Add items to contract.

This modification changes the contract as follows:

- Extend contract 6½ months, to expire on February 29, 2016.
- Increase Not-to-Exceed amount to \$1,400,000.00.
- Add Items 110 through 147 to contract. See Attachment A.

All other terms and conditions remain the same.

Approved by the City: *Jaci Fong* *Jaci Fong* 5/21/15
 Jaci Fong, Director of OCA and Purchaser Date

Approved by Contractor: *Shahram Farman* 6/4/15
 Signature Date

Name and title: Shahram Farman President

New Contract Items

Item No.	Description	Quantity per Package	Price per Pkg.
110	Garbage Bag, Compostable – 33" x 44", 1.2 mil thk.	125	\$85.29
111	Garbage Bag, .16 mm., 33" x 40"	250	\$29.60
112	Sandwich Bag, #19 6-3/4" x 7-1/4"	2,000	\$26.25
113	Bag, Foil 6-3/4" X6-1/2 Hamburger	1,000	\$29.99
114	Produce Bag, Plastic, 11" x 17", 880 bags/roll	4 roll/cs.	\$33.74
115	Grocery Bag-Kraft w/Rope Handle	250	\$66.50
116	Grocery Bag-Kraft, 35-lb. White	500	\$15.99
117	Grocery Bag-Kraft , 12" x 7" x 17" lg., w/ Large Handle	300	\$44.69
118	Cup, Plastic 4 oz. Portion Container-Black	2,500	\$73.85
119	Cup, Paper 12 oz. ("Jazz" Design)	2,000	\$79.99
120	Cup, Paper 21 oz. ("Jazz" Design)	1,000	\$54.99
121	Cup, Paper 21 oz. ("Coke" Design)	1,000	\$51.50
122	Cup, Paper, Hot 8 oz. ("Bistro")	1,000	\$43.32
123	Cup, Paper, Hot 12 oz. ("Bistro")	1,000	\$52.72
124	Cup, Paper, Hot 16 oz. ("Bistro")	1,000	\$78.53
125	Cup, Paper, Hot 20 oz. ("Bistro")	600	\$53.25
126	Sleeve, Paper, Hot Cup, Kraft	1,200	\$53.30
127	Napkin, Disposable ("Smart Nap") 2-ply, 6-3/4" x 5-1/2"	6,000	\$31.50
128	Teaspoon, Med., "PP" Plastic (Individually Wrapped)	1,000	\$15.63
129	Straw, 7.75", Wrapped, Jumbo dia. 500/bx. – 24 bx/cs	12,000	\$49.57
130	Kit, "Tater Ware", Fork-Knife-Spoon	250	\$48.25
131	Fork, Heavy Duty, 7.7" lg. – Biodegradable	1,000	\$37.50
132	Tray, Paper: 8" x 8" Compostable ("Primeware") DHL83	200	\$36.80
133	Tray, Biodegradable (PLA), 6" x 6" x 3" Hinged-N20N	250	\$52.80
134	Tray, Biodegradable (PLA), 8" x 8" x 3" Hinged-N32N	160	\$51.46
135	Container, Paper, Hot/Cold, PLA Lined, 12 oz.	500	\$62.30
136	Container, Paper, Hot/Cold, PLA Lined, 32 oz.	500	\$69.85
137	Lid, PLA, for 12 oz. & 32 oz. PLA Lined Containers	500	\$62.44
138	Wax Paper Sheet, 6" x 10-3/4" (Bakery Tissue)	6,000/bx	\$44.36
139	Wax Paper Sheet, 6" x 6" ("Patty Paper")	10,000/bx	\$52.65
140	Gloves, Vinyl, Small Powder-Free, 100/bx	10 bx/cs	\$31.70
141	Gloves, Vinyl, Medium Powder-Free, 100/bx	10 bx/cx	\$38.60
142	Gloves, Vinyl, Large Powder-Free, 100/bx	10 bx/cs	\$38.60
143	Gloves, Vinyl, Extra Large Powder-Free, 100/bx	10 bx/cs	\$38.60
144	Towel, Paper, Roll, Hard Wound 12" x 350', 12 rl/cs.	12/cs	\$28.36
145	Towel, Paper, Blue "Chix" Food Service - 13" x 21"	150/cs	\$39.99
146	Filter Cones, Grease, 10" dia., 50/bx	10 bx/cs	\$8.10
147	Filter, Tea 13" x 5" – 1-1/2 Gallon	500	\$11.45

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RECEIVED
 PURCHASING DEPARTMENT
 14 NOV -7 PM 12:40



Contract Modification 2

Disposable Food Containers, Utensils & Service Items

San Francisco Supply Master
 Attn: Shahram Farman, Owner
 2050 McKinnon Avenue
 San Francisco, CA 94124
shah@sfsupplymaster.com

Date: October 8, 2014
 Buyer Name: John Danaher
 Contract Proposal No.: **88404**
 City Blanket No.: **BPSF00003916**
 Type: Indefinite quantity
 Not-to-exceed: \$1,000,000.00

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

Modification	Start date	End date	Amount	Other changes
Original contract	8/16/12	8/15/15	\$1,000,000	
1	No Change	No Change		Increase prices on some items according to attached schedule. Add new items to contract. Revise Condition 77 to change BLS category. Revise contract General Conditions.
2	No Change	No Change		Increase prices on selected contract items. Add items to contract. Update contract conditions.

This modification changes the contract as follows:

- Prices increased on selected items according to attached schedule, effective August 16, 2014 through August 15, 2015. Add Items 92 through 109 to contract. See Attachment A.
- Delete General Condition 60—"Earned Income Credit (EIC) Forms." Add General Condition 88—"Consideration of Criminal History in Hiring and Employment Decisions."

All other terms and conditions remain the same.

Approved by the City:

Jaci Fong
 Jaci Fong, Director of OCA and Purchaser 10/14/14
 Date

Approved by Contractor:

Shahram Farman
 Signature Date

Name and title

Shahram Farman President

Contract Items with Price Changes

Item No.	Description	Old Unit Price	New Unit Price
1	FOOD WRAP, FILM, Plastic Cling Type, 12" x 2,000', .0005" thick; 1 RL/CS	\$10.45/CS	\$10.97/CS
2	FOOD WRAP, FILM, Plastic Cling Type, 18" x 2,000', .0005" thick; 1RL/CS	\$16.19/CS	\$17.00/CS
3	FOOD WRAP, FILM, Plastic Cling Type, 24" x 2,000', .0005" thick; 1 RL/CS	\$23.61/CS	24.79/CS
4	LINER, BAKING PAN, Silicone-treated releasing parchment, Sheet size 16" x24"; 1M SH/CS	\$35.41/CS	\$37.18/CS
5	STRAW, PAPER, FLEX TYPE, wrapped-8" l. x .25" Dia.; 10M/CS	\$62.62/CS	No Change
6	COFFEE STIR STICKS, WOOD, 7-1/2" LONG; 10-5C/BX, 5 BX/CS	\$36.56/CS	\$38.39/CS
7	TABLE COVER, PAPER, 54" X 108"; 3-ply, assorted colors; 25/CS	\$83.46/CS	\$87.63/CS
8	CAP, PAPER; "Blue Stripe" type, 1M/CS	\$90.35/CS	No Change
9	TRAY, Paper, 16 oz., "French Fry Boat"; 1M/BX	\$22.56/BX	\$23.69/BX
10	PLATE – 6" Dia., Paper, molded fiber, heavy weight, rigid, unlined; 1,000/CS	\$31.86/CS	\$32.81/BX
11	PLATE – 9" Dia., Paper, molded fiber, heavy weight, rigid, unlined; 500/CS	\$33.84/CS	\$35.20/CS
12	PLACE MAT, Table, 10" x 14", Rectangular, w/Lace Design; 1M/CS	\$25.69/CS	\$26.47/CS
13	NAPKIN, Beverage, 2-ply, Color (Assorted), 10" x 10"; 4M/CS	\$93.48/CS	No Change
14	NAPKIN, Beverage, White, min. 60% PCR content, 1 ply, 10" x 10"; 500/PK-4M/CS	\$18.28/CS	\$18.83/CS
15	NAPKIN, Catering, 2-ply, 15" x 17"; 3M/CS	\$47.00/CS	No Change
16	NAPKIN, WHITE, Dispenser type, min. 10% PCR content, 12" x 13"; 5.4M/CS	\$53.79/CS	\$56.48/CS
17	FLATWARE, PLASTIC, SPOON, Med. Wt., 5.875" l.; 1M-BULK/BX	\$14.57/BX	\$15.30/BX
18	FLATWARE, PLASTIC, FORK, Med. Wt., 6.00" l.; 1M-BULK/BX	\$14.57/BX	\$15.30/BX

Item No.	Description	Old Unit Price	New Unit Price
19	FLATWARE, PLASTIC, KNIFE, Med. Wt., 6.75" l.; 1M-BULK/BX	\$14.57/BX	\$15.30/BX
23	CUP, HOT DRINK, Paper, 8 oz. size, white; 1M/CS	\$41.26/CS	\$43.32
24	CUP, HOT DRINK, Paper, 8 oz. size, w/certified compostable liner; 1M/CS	\$61.10/CS	No Change
25	CUP, HOT DRINK, Paper, 12oz. size, white; 1M/CS	\$56.30/CS	\$57.99/CS
26	CUP, HOT DRINK, Paper, 12oz. size, w/certified compostable liner; 1M/CS	\$77.08/CS	No Change
27	CUP, HOT DRINK, Paper, 20oz. size, white; 600/CS	\$51.70/CS	\$53.25/CS
28	CUP, HOT DRINK, 20oz. size, w/certified compostable liner; 600/CS	\$67.35/CS	No Change
29	LID for CUP, HOT DRINK, 8oz. "Dome" type, (Fits Items 23-24 above); 1M/CS	\$28.72/CS	\$29.59/CS
30	LID for CUP, HOT DRINK, 12oz. & 20oz. "Sippy Cup" type, (Fits Items 25 thru 28 above); 1M/CS	\$33.11/CS	\$34.10/CS
31	CUP, COLD DRINK, Wax-Coated Paper, 7.5oz. size, no labeling; 2M/CS	\$74.79/CS	\$76.28/CS
32	CUP SLEEVE, HOT DRINK, Unbleached Paper, min. 60% recycled content, fits 8, 12 & 20oz. size paper cups; 1.2M/CS	\$52.02/CS	\$53.58/CS
33	CONTAINER, HOT SOUP, paper, 5oz., "Squat" type; 1M/CS	\$86.28/CS	\$89.73/CS
34	CONTAINER LID, HOT SOUP, white (5oz. for Item 33), (Plastic Dome type); 1M/BX	\$71.65/BX	\$73.80/BX
35	CONTAINER, HOT SOUP, paper, 12oz., "Squat" type; 1.2M/CS	\$91.39/CS	\$93.22/CS
36	CONTAINER LID, HOT SOUP, white (12oz. for Item 35), (Plastic Dome type); 1.2M/CS	\$60.16/CS	\$62.57/CS
37	PADS, Scour, 6" x 9"; 10/PKG-10PKG/CS	\$25.59/CS	No Change
38	PADS, Heavy Duty Scour, Blue Nylon; 10PKG-10PKG/CS	\$17.23/CS	No Change
39	GRILL BRICKS – Imitation Lava; 12/CS	\$22.46/CS	No Change
40	CAP, BEARD (Disposable); 1M/CS	\$30.81/CS	No Change

Item No.	Description	Old Unit Price	New Unit Price
41	APRONS, Plastic 28" x 48" White; 100/BX	\$68.41/BX	No Change
42	DIET KIT-BLAND, "Berry Plastics" Item No. 823411 (Or Equal); 500 KT/CS	\$43.35/CS	\$45.51/CS
43	DIET KIT-LOW SALT, "Berry Plastics" Item No. 824190 (Or Equal); 500 KT/CS	\$55.25/CS	\$58.02/CS
44	DIET KIT-NO SUGAR, "Berry Plastics" Item No. 842152 (Or Equal); 500 KT/CS	\$46.90/CS	\$49.24/CS
45	DIET KIT-NO SUGAR & LOW SALT, "Berry Plastics" Item No. 824154 (Or Equal); 500 KT/CS	\$51.70/CS	\$54.29/CS
46	DIET KIT-REGULAR, "Berry Plastics" Item No. 823799 (Or Equal); 500 KT/CS	\$51.18/CS	\$53.74/CS
47	COLD CUP (PLASTIC), 9oz. size cup, Clear, "Cocktail", compostable plastic, clearly labeled as compostable; 1M/BX	\$77.29/BX	No Change
48	COLD CUP (PLASTIC), 10oz. size cup, Clear, "Tall", compostable plastic, clearly compostable; 1M/BX	\$79.38/BX	No Change
49	BAG, Brown Kraft-Gusseted, Size #10, 6-5/16" x 4-1/8" x 13-3/8"; 500/BDL-4BDL/BALE	\$22.98/BL	\$24.13/BL
50	BAG, Brown Kraft (Heavy)-Gusseted, Size #86, 12" x 7" x 17"; 400/BDL	\$55.78/BDL	\$58.57/BDL
51	BAG, PLASTIC-Clear Sandwich, Fold over type, 7" x 7"; 1M/CS	\$14.52/CS	\$15.24/CS
52	FILTER, PAPER-Coffee Urn, 2-gal, 5" x 15"; 500/CS	\$18.80/CS	No Change
53	COVER, Pan Rack, 52" x 80"; 50/CS	\$19.85/CS	\$20.24/CS
54	CUP, 1.25oz. Soufflé, Paper; 5M/CS	\$65.80/CS	\$67.12/CS
55	CUP, Clear ("Portion"), 2 oz. Plastic; 2.5M/CS	\$39.27/CS	\$41.24/CS
56	LID, Portion Cup, 2 oz. Plastic, (for Item 52 above); 2.5M/BX	\$39.27/BX	\$41.24/BX
57	CUP, Clear, ("Portion"), Plastic, 4 oz.; 2.5M/CS	\$50.14/CS	\$51.64/CS
58	LID, Clear, Plastic, 4 oz., (for Item 53 above); 2.5M/CS	\$50.14/CS	\$51.64/CS

Item No.	Description	Old Unit Price	New Unit Price
59	PAN, Aluminum (Disposable)- Full size, 4" Deep; 50/CS	\$50.66/CS	\$53.19/CS
60	PAN, Aluminum (Disposable)- 1/2 size, 4" Deep; 100/CS	\$41.36/CS	\$43.43/CS
61	PAN, Aluminum (Disposable)- 1/3 size, 4" Deep; 200/CS	\$90.66/CS	\$93.38/CS
62	LID FOR FULL-SIZE PAN, Aluminum (Disposable); 50/CS	\$27.68/CS	\$29.06/CS
63	LID FOR 1/2 SIZE PAN, Aluminum (Disposable); 100/CS	\$23.50/CS	\$24.68/CS
64	LID FOR 1/3 SIZE PAN, Aluminum (Disposable); 100/CS	\$39.27/CS	\$41.24/CS
65	TRAY, CATERING, ROUND, Aluminum, 12" Dia.; 50/CS	\$45.96/CS	\$48.26/CS
66	WRAP, ALUMINUM, Heavy Duty, Full Roll, 24" x 1000'; 1RL/CS	\$78.34/CS	\$79.90/CS
67	WRAP, ALUMINUM, Sheets, 10" x 12"; 500/BX-6 BX/CS	\$71.03/CS	\$74.58/CS
68	PLATE, PAPER 10" Dia. 1CMPT 500/CS	\$48.95/CS	No Change
69	PLATE, PAPER 10" Dia. 3CMP 500/CS	\$48.95/CS	\$51.39/CS
70	BOWL, PAPER 12 oz. 1M/CS	\$60.47/CS	\$62.29/CS
71	PLATE, PAPER 7" HVY WT 1M/CS	\$63.11/CS	\$65.00/CS
72	PLATE, PAPER 6" Dia HVY WT 1M/CS	\$33.50/CS	Item Deleted (Same as #10)
73	CONT, PAPER 8 oz. H/C WHT 500/CS	\$63.15/CS	\$66.30/CS
74	CUP, PAPER 12 oz. COLD 2M/CS	\$94.42/CS	No Change
75	CUP, PAPER 16 oz. HVY WT 1M/CS	\$76.24/CS	\$78.53/CS
76	NAPKIN, DISPENSER 7X13 10M/CS	\$36.32/CS	No Change
77	FACIAL TISSUE, 2-ply 30/CS	\$30.00/CS	\$30.90/CS
78	FILTER, COFFEE 12-CUP BRT 1M/CS	\$17.68/CS	No Change
79	ROLL, FOIL 18" X 1M' LT WGT	\$55.34/RL	\$58.10/CS

Item No.	Description	Old Unit Price	New Unit Price
80	ROLL, FOIL 18" X 1M' HD-PREMR	\$68.76/RL	\$72.20
81	ROLL, FOIL 12" X 1M' LT WGT	\$30.63/RL	\$32.16
82	GROCERY BAG #02 B 500/CS	\$11.42/CS	\$11.99
83	GROCERY BAG #04 B 500/CS	\$12.13/CS	\$12.73
84	GROCERY BAG #06 B 500/CS	\$13.63/CS	\$14.31
85	GROCERY BAG #12 B 500/CS	\$22.76/CS	\$23.90
86	ZIPLOC BAG, 6" X 9"- 2MIL 1000/CS	\$41.89/CS	No Change
87	BAG, PRODUCE, PLASTIC 4 RL/CS	\$40.53/CS	\$42.55
88	FORK, MED PP WHT 1M/CS	\$11.57/CS	\$11.92
89	KNIFE, MED PP WHT 1M/CS	\$11.57/CS	\$11.92
90	TEASPOON, MED PP WHT 1M/CS	\$11.57/CS	\$11.92
91	SOUPSPOON, MED PP WHT 1M/CS	\$11.57/CS	\$11.92

New Contract Items

Item	Description/Quantity	Brand/Part No.	New Unit Price
92	WRAP FOIL HEAVY DUTY POP UP SHEET, Aluminum (Disposable); 100/CS	DURABLE 12105 (6/500)	\$80.15/CS
93	COFFEE STIRRER WOODEN 7.5", 10/500 CASE PACK	GOLD MAX 1087	\$37.29/CS
94	PAPER TRAY 14" X18", 100/CASE	HUTAMAKI 20804	\$85.54/CS
95	PLASTIC CLEAR HINGE TRAY, 500/CS	DURABLE PXT-600	\$53.68/CS
96	ZIP LOC BAGS 12" X15"	WEST COAST TRADING 12X15LD 1M/CS	\$91.82/CS
97	MEDIUM HEAVY PLASTIC TEASPOON 1M/CS	GOLD MAX 20561	\$18.45/CS

Item	Description/Quantity	Brand/Part No.	New Unit Price
98	GROCERY BAG PAPER 500/CS	DURO BAG MANUFACTURE #25B	\$26.87/CS
99	PALLET WRAP 4 ROLLS PER CASE	SHUN LEE MFG 75-1580C	\$53.12/CS
100	CUP PAPER 5OZ 3M/CS	SOLO R53J	\$87.65/CS
101	PAPER TOWEL SINGLE FOLD WHITE 4M/CS	KRUGER PRODUCTS 1900	\$34.20/CS
102	PAPER TOWEL SINGLE FOLD KRAFT 4M/CS	ROYAL PAPER CONVERTING 37-412	\$27.35/CS
103	PAPER TOWEL C-FOLD WHITE 2,400/CS	LAGASSE INC 8220	\$27.50/CS
104	NAPKIN DINNER 3M/CS	KRUGER PRODUCTS 7900	\$41.99/CS
105	PAPER FOOD TRAY SCH 409 1M/CS	SOUTHER CHAMPION TRAY SCH 409	\$23.92/CS
106	PAPER TRAY 13X9X3 250/CS	PAPERCRAFT FOOD TRAY 13X9X3	\$37.96/CS
107	CONTAINER 8OZ COMPOSTABLE 1M/CS	PRIMELINK COMPOST 8OZ CFCL-8 (FC-8)	\$53.80/CS
108	LID 8OZ COMPOSTABLE 1M/CS	PRIMELINK COMPOST 8OZ FOOD CONT LID	\$50.00/CS
109	WAX PATTY PAPER 5X5 24/1,000/CS	BROWN PAPER GOODS WAX PATTY PAPER 7B55	\$104.85/CS

Condition 88—**Consideration Of Criminal History in Hiring and Employment Decisions** is added to the contract document. Condition 88 is shown below:

“88. Consideration Of Criminal History in Hiring and Employment Decisions [Applies to contracts/agreements executed or amended in any manner on or after August 13, 2014.]

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.

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."

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Contract Modification 1

Disposable Food Containers, Utensils & Service Items

San Francisco Supply Master
 Attn: Shahram Farman, Owner
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Shah@SFSupplyMaster.com

Date: November 4, 2013
 Buyer Name: John Danaher
 Contract Proposal No.: 88404
 City Blanket No.: BPSF00003916
 Type: Indefinite quantity
 Not-to-exceed: \$1,000,000.00

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

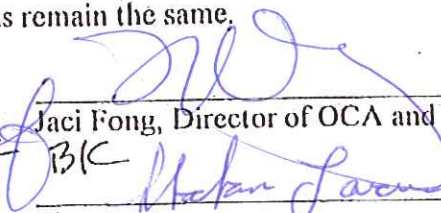
Modification	Start date	End date	Amount	Other changes
Original contract 1	8/16/12 No Change	8/15/15 No Change	\$1,000,000	Increase prices on some items according to attached schedule. Add new items to contract. Revise Condition 77 to change BLS category. Revise contract General Conditions.

This modification changes the contract as follows:

- Prices increased on all items according to attached schedule, effective August 16, 2013 through August 15, 2014.
- Revise Special Condition 77-Subsection d, to change BLS PPI category from "Disposable Food containers, Utensils and Service Items" (PCU322215322215) to "Other paperboard container manufacturing" (PCU3222193222193).
- Revise General Conditions 24, 25, 26, 29, 41, 43 & 51 and delete General Condition 66. Add Items 68 through 91 to contract. See Attachment A.

All other terms and conditions remain the same.

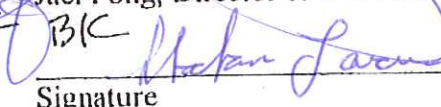
Approved by the City:


 Jaci Fong, Director of OCA and Purchaser

Date

11/4/2013

Approved by Contractor:


 Signature

Date

11/4/2013

Name and title

Shahram Farman, owner

Contract Items with Price Changes

Item No.	Description	Old Unit Price	New Unit Price
1	FOOD WRAP, FILM, Plastic Cling Type, 12" x 2,000', .0005" thick; 1 RL/CS	\$ 10.00/CS	\$10.45/CS
2	FOOD WRAP, FILM, Plastic Cling Type, 18" x 2,000', .0005" thick; 1RL/CS	\$15.50/CS	\$16.19/CS
3	FOOD WRAP, FILM, Plastic Cling Type, 24" x 2,000', .0005" thick; 1 RL/CS	\$22.60/CS	\$23.61/CS
4	LINER, BAKING PAN, Silicone-treated releasing parchment; Sheet size 16" x24"; 1M SH/CS	\$33.90/CS	\$35.41/CS
5	STRAW, PAPER, FLEX TYPE, wrapped-8" l. x .25" Dia.; 10M/CS	\$59.95/CS	\$62.62/CS
6	COFFEE STIR STICKS, WOOD, 7-1/2" LONG; 10-5C/BX, 5 BX/CS	\$35.00/CS	\$36.56/CS
7	TABLE COVER, PAPER, 54" X 108"; 3-ply, assorted colors; 25/CS	\$79.90/CS	\$83.46/CS
8	CAP, PAPER; "Blue Stripe" type, 1M/CS	\$86.50/CS	\$90.35/CS
9	TRAY, Paper, 16 oz., "French Fry Boat": 1M/BX	\$21.60/BX	\$22.56/BX
10	PLATE – 6" Dia., Paper, molded fiber, heavy weight, rigid, unlined; 1,000/CS	\$30.50/CS	\$31.86/CS
11	PLATE – 9" Dia., Paper, molded fiber, heavy weight, rigid, unlined; 500/CS	\$32.40/CS	\$33.84/CS
12	PLACE MAT, Table, 10" x 14", Rectangular, w/Lace Design; 1M/CS	\$24.60/CS	\$25.69/CS
13	NAPKIN, Beverage, 2-ply, Color (Assorted), 10" x 10"; 4M/CS	\$89.50/CS	\$93.48/CS
14	NAPKIN, Beverage, White, min. 60% PCR content, 1 ply, 10" x 10"; 500/PK-4M/CS	\$17.50/CS	\$18.28/CS
15	NAPKIN, Catering, 2-ply, 15" x 17"; 3M/CS	\$45.00/CS	\$47.00/CS
16	NAPKIN, WHITE, Dispenser type, min. 10% PCR content, 12" x 13"; 5.4M/CS	\$51.50/CS	\$53.79/CS
17	FLATWARE, PLASTIC, SPOON, Med. Wt., 5.875" l.; 1M-BULK/BX	\$13.95/BX	\$14.57/BX
18	FLATWARE, PLASTIC, FORK, Med. Wt., 6.00" l.; 1M-BULK/BX	\$13.95/BX	\$14.57/BX

Item No.	Description	Old Unit Price	New Unit Price
19	FLATWARE, PLASTIC, KNIFE, Med. Wt., 6.75" l.; 1M-BULK/BX	\$13.95/BX	\$14.57/BX
23	CUP, HOT DRINK, Paper, 8 oz. size, white; 1M/CS	\$39.50/CS	\$41.26/CS
24	CUP, HOT DRINK, Paper, 8 oz. size, w/certified compostable liner; 1M/CS	\$58.50/CS	\$61.10/CS
25	CUP, HOT DRINK, Paper, 12oz. size, white; 1M/CS	\$53.90/CS	\$56.30/CS
26	CUP, HOT DRINK, Paper, 12oz. size, w/certified compostable liner; 1M/CS	\$73.80/CS	\$77.08/CS
27	CUP, HOT DRINK, Paper, 20oz. size, white; 600/CS	\$49.50/CS	\$51.70/CS
28	CUP, HOT DRINK, 20oz. size, w/certified compostable liner; 600/CS	\$64.48/CS	\$67.35/CS
29	LID for CUP, HOT DRINK, 8oz. "Dome" type, (Fits Items 23-24 above); 1M/CS	\$27.50/CS	\$28.72/CS
30	LID for CUP, HOT DRINK, 12oz. & 20oz. "Sippy Cup" type, (Fits Items 25 thru 28 above); 1M/CS	\$31.70/CS	\$33.11/CS
31	CUP, COLD DRINK, Wax-Coated Paper, 7.5oz. size, no labeling; 2M/CS	\$71.60/CS	\$74.79/CS
32	CUP SLEEVE, HOT DRINK, Unbleached Paper, min. 60% recycled content, fits 8, 12 & 20oz. size paper cups; 1.2M/CS	\$49.80/CS	\$52.02/CS
33	CONTAINER, HOT SOUP, paper, 5oz., "Squat" type; 1M/CS	\$82.60/CS	\$86.28/CS
34	CONTAINER LID, HOT SOUP, white (5oz. for Item 33), (Plastic Dome type); 1M/BX	\$68.60/BX	\$71.65/BX
35	CONTAINER, HOT SOUP, paper, 12oz., "Squat" type; 1.2M/CS	\$87.50/CS	\$91.39/CS
36	CONTAINER LID, HOT SOUP, white (12oz. for Item 35), (Plastic Dome type); 1.2M/CS	\$57.60/CS	\$60.16/CS
37	PADS, Scour, 6" x 9"; 10/PKG-10PKG/CS	\$24.50/CS	\$25.59/CS
38	PADS, Heavy Duty Scour, Blue Nylon; 10PKG-10PKG/CS	\$16.50/CS	\$17.23/CS
39	GRILL BRICKS – Imitation Lava; 12/CS	\$21.50/CS	\$22.46/CS
40	CAP, BEARD (Disposable); 1M/CS	\$29.50/CS	\$30.81/CS

Item No.	Description	Old Unit Price	New Unit Price
41	APRONS, Plastic 28" x 48" White; 100/BX	\$65.50/BX	\$68.41/BX
42	DIET KIT-BLAND, "Berry Plastics" Item No. 823411 (Or Equal); 500 KT/CS	\$41.50/CS	\$43.35/CS
43	DIET KIT-LOW SALT, "Berry Plastics" Item No. 824190 (Or Equal); 500 KT/CS	\$52.90/CS	\$55.25/CS
44	DIET KIT-NO SUGAR, "Berry Plastics" Item No. 842152 (Or Equal); 500 KT/CS	\$44.90/CS	\$46.90/CS
45	DIET KIT-NO SUGAR & LOW SALT, "Berry Plastics" Item No. 824154 (Or Equal); 500 KT/CS	\$49.50/CS	\$51.70/CS
46	DIET KIT-REGULAR, "Berry Plastics" Item No. 823799 (Or Equal); 500 KT/CS	\$49.00/CS	\$51.18/CS
47	COLD CUP (PLASTIC), 9oz. size cup, Clear, "Cocktail", compostable plastic, clearly labeled as compostable; 1M/BX	\$74.00/BX	\$77.29/BX
48	COLD CUP (PLASTIC), 10oz. size cup, Clear, "Tall", compostable plastic, clearly compostable; 1M/BX	\$76.00/BX	\$79.38/BX
49	BAG, Brown Kraft-Gusseted, Size #10, 6-5/16" x 4-1/8" x 13-3/8"; 500/BDL-4BDL/BALE	\$22.00/BL	\$22.98/BL
50	BAG, Brown Kraft (Heavy)-Gusseted, Size #86, 12" x 7" x 17"; 400/BDL	\$53.40/BDL	\$55.78/BDL
51	BAG, PLASTIC-Clear Sandwich, Fold over type, 7" x 7"; 1M/CS	\$13.90/CS	\$14.52/CS
52	FILTER, PAPER-Coffee Urn, 2-gal, 5" x 15"; 500/CS	\$18.00/CS	\$18.80/CS
53	COVER, Pan Rack, 52" x 80"; 50/CS	\$19.00/CS	\$19.85/CS
54	CUP, 1.25oz. Soufflé, Paper; 5M/CS	\$63.00/CS	\$65.80/CS
55	CUP, Clear ("Portion"), 2 oz. Plastic; 2.5M/CS	\$37.60/CS	\$39.27/CS
56	LID, Portion Cup, 2 oz. Plastic, (for Item 52 above); 2.5M/BX	\$37.60/BX	\$39.27/BX
57	CUP, Clear, ("Portion"), Plastic, 4 oz.; 2.5M/CS	\$48.00/CS	\$50.14/CS
58	LID, Clear, Plastic, 4 oz., (for Item 53 above); 2.5M/CS	\$48.00/CS	\$50.14/CS

Item No.	Description	Old Unit Price	New Unit Price
59	PAN, Aluminum (Disposable)- Full size, 4" Deep; 50/CS	\$48.50/CS	\$50.66/CS
60	PAN, Aluminum (Disposable)- 1/2 size, 4" Deep; 100/CS	\$39.60/CS	\$41.36/CS
61	PAN, Aluminum (Disposable)- 1/3 size, 4" Deep; 200/CS	\$86.80/CS	\$90.66/CS
62	LID FOR FULL-SIZE PAN, Aluminum (Disposable); 50/CS	\$26.50/CS	\$27.68/CS
63	LID FOR 1/2 SIZE PAN, Aluminum (Disposable); 100/CS	\$22.50/CS	\$23.50/CS
64	LID FOR 1/3 SIZE PAN, Aluminum (Disposable); 100/CS	\$37.60/CS	\$39.27/CS
65	TRAY, CATERING, ROUND, Aluminum, 12" Dia.; 50/CS	\$44.00/CS	\$45.96/CS
66	WRAP, ALUMINUM, Heavy Duty, Full Roll, 24" x 1000'; 1RL/CS	\$75.00/CS	\$78.34/CS
67	WRAP, ALUMINUM, Sheets, 10" x 12"; 500/BX-6 BX/CS	\$68.00/CS	\$71.03/CS

New Contract Items

Item No.	Description / Quantity	Brand / Part No.	New Unit Price
68	PLATE, PAPER 10" 1CMPT 500/CS	PRIME WARE PL-10	\$48.95/CS
69	PLATE, PAPER 10" 3CMP 500/CS	PRIME WARE PL-11	\$48.95/CS
70	BOWL, PAPER 12 oz. 1M/CS	PRIME WARE BL-12	\$60.47/CS
71	PLATE, PAPER 7" HVY WT 1M/CS	PRIME WARE PL-07-1	\$63.11/CS
72	PLATE, PAPER 6" HVY WT 1M/CS	PRIME WARE PL-06-1	\$33.50/CS
73	CONT, PAPER 8 oz. H/C WHT 500/CS	SOLO H4085	\$63.15/CS
74	CUP, PAPER 12 oz. COLD 2M/CS	SOLO RP12N	\$94.42/CS
75	CUP, PAPER 16 oz. HW 1M/CS	SOLO 316W	\$76.24/CS
76	NAPKIN, DISPENSER 7X13 10M/CS	ROYAL PAPER 801	\$36.32/CS
77	FACIAL TISSUE, 2-ply 30/CS	ROYAL PAPER 37-750	\$30.00/CS
78	FILTER, COFFEE 12-CUP BRT 1M/CS	BUNN 20115	\$17.68/CS
79	ROLL, FOIL 18 X 1M' LT WGT	DURABLE 51810	\$55.34/RL
80	ROLL, FOIL 18 X 1M' HD-PREMR	DURABLE 81810	\$68.76/RL
81	ROLL, FOIL 12 X 1M' LT WGT	DURABLE 51210	\$30.63/RL
82	GROCERY BAG #02 B 500/CS	DURO #81006	\$11.42/CS
83	GROCERY BAG #04 B 500/CS	DURO #81007	\$12.13/CS
84	GROCERY BAG #06 B 500/CS	DURO #80983	\$13.63/CS
85	GROCERY BAG #12 B 500/CS	DURO #80982	\$22.76/CS
86	ZIPLOC BAG, 6" X 9"- 2MIL 1000/CS	ELKAY 6" X 9"	\$41.89/CS
87	BAG, PRODUCE, PLASTIC 4 RL/CS	W. COAST TRADING 11" X 14"	\$40.53/CS
88	FORK, MED PP WHT 1M/CS	GTS MPPFW	\$11.57/CS
89	KNIFE, MED PP WHT 1M/CS	GTS MPPKW	\$11.57/CS
90	TEASPOON, MED PP WHT 1M/CS	GTS MPPSW	\$11.57/CS
91	SOUPSPoon, MED PP WHT 1M/CS	GTS MPPSSW	\$11.57/CS

Bid and Contract Condition 24 has been revised to replace references to HRC (“Human Rights Commission”) with CMD (“Contract Monitoring Division”) where noted:

24. NON-DISCRIMINATION 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.
- 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.

Bid and Contract Condition 25 has been revised to replace references to HRC ("Human Rights Commission") with CMD ("Contract Monitoring Division") where noted:

25. LOCAL BUSINESS ENTERPRISE UTILIZATION; LIQUIDATED DAMAGES

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

b. Compliance and Enforcement

(1) 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.

Bid and Contract Condition 26 has been revised and is hereby replaced in its entirety to read as follows:

26. MACBRIDE PRINCIPLES – NORTHERN IRELAND

Pursuant to San Francisco Administrative Code § 12F.5, 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. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

Bid and Contract Condition 29 has been revised (Internet link changed) to read as follows:

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://www.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.

Bid and Contract Condition 41 has been revised to replace references to HRC (“Human Rights Commission”) with CMD (“Contract Monitoring Division”) where noted:

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://sfgsa.org/index.aspx?page=6130>

Click on the “LBE Certification” tab.

Bid and Contract Condition 43 has been revised to replace references to HRC (“Human Rights Commission”) with CMD (“Contract Monitoring Division”) where noted:

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.

Bid and Contract Condition 51 has been revised and is hereby replaced in its entirety to read as follows:

51. REPORTS BY CONTRACTOR

MULTI-YEAR TERM CONTRACT

Each year, no later than February 15; Contractor shall submit a soft copy report of the total services 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 services awarded under this contract; and (2) total quantity and dollar value of each service ordered, including services for which there were no orders. Contractor must also furnish a separate similar report for the total of all services ordered by City which are not part of this Contract, and any usage reports required prior to the extension of a Contract or Contract Modification. Emailed reports must not be larger than **10MB**.

Contractor shall email reports to:

OCAVendor.Reports@sfgov.org

Any report files larger than **10MB** 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 Vendor Reporting
Re: Term Contract No. 69500
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

Bid and Contract Condition 66. GRAFFITI REMOVAL has been deleted in its entirety.

Special Condition 77(d)–“Contract Price Adjustments”–has been revised to read as follows (Revisions are underlined).

77. Contract Price Adjustments

d. Requests for price increases under this contract for “Other paperboard container manufacturing” must be supported by the following **Producer Price Index (PPI) “Industry” Data** as published by the U.S. Department of Labor, Bureau of Labor Statistics:

Commodity Series ID: PCU3222193222193
Industry: Other paperboard container manufacturing
Product: Non-folding sanitary food containers.
Base Date: 198506
Website: www.bls.gov/data/