Meeting Date: **10/28/2014**

Report Type: Review

Report ID: 2014-00763

14

City of SACRAMENTO

City Council Report

915 I Street, 1st Floor

www.CityofSacramento.org

Title: (Agreement/Contract for Review and Information) Contract: Citywide Purchases for Janitorial Supplies

Location: Citywide

Recommendation: Review a report 1) awarding janitorial supplies contracts for two years with three one-year renewal options to a) Abe Janitorial Supply Company for an amount not-to-exceed $731,213, b) Sac Val Janitorial Supply for an amount not-to-exceed $558,495, c) Staples Facility Solutions for an amount not-to-exceed $124,908, d) Unisource Worldwide for an amount not-to-exceed $79,315, and d) Waxie Sanitary Supply for an amount not-to-exceed $115,243, for the purchase of various janitorial supplies and equipment citywide; 2) authorizing the City Manager or his designee to execute contracts and renewal options for the not-to-exceed amount specified for the vendors for a total not-to-exceed amount of $1,609,174 during the terms of each respective contract specified above provided that sufficient funds are available in the adopted budget of the applicable fiscal year; and 3) continue to November 6, 2014, for approval.

Contact: Gary O'Neill, Program Analyst, (916) 808-7432; Craig Lymus, Procurement Manager, (916) 808-5524, Department of Finance

Presenter: Gary O'Neill, Program Analyst, (916) 808-7432; Craig Lymus, Procurement Manager, (916) 808-5524, Department of Finance

Department: Finance

Division: Procurement Services

Dept ID: 06001511

Attachments:

1-Description/Analysis
2-Attachment 1
3-Contract 1
4-Contract 2
5-Contract 3
6-Contract 4
7-Contract 5

City Attorney Review

Approved as to Form
Lan Wang
10/20/2014 1:21:36 PM

Approvals/Acknowledgements

Department Director or Designee: Dennis Kauffman - 10/12/2014 8:56:45 PM

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Description/Analysis

Issue Detail: The City of Sacramento has ongoing requirements for the purchase of janitorial supplies. The Finance Department, Procurement Services division, has bid the purchase of janitorial supplies for various City departments. The Procurement Services division recommends that contracts be awarded to five suppliers (Attachment 1) based on the results of Invitation for Bid No. B15061511002.

Policy Considerations: The recommendations in this report are in accordance with City Code Section 3.56.

Economic Impacts: None.

Environmental Considerations: The report does not constitute a "project" and is therefore exempt from the California Environmental Quality Act (CEQA) [CEQA Guidelines Sections 15061(b)(3); 15378(b)(2)].

Sustainability: Compliance with AP-4003 Sustainable Purchasing Policy (SPP) was a requirement for all bidders. Many environmentally-friendly ("green") products were included in the bid. Certification by a third party such as Green Seal or UL EcoLogo was a requirement on many items.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: In July 2014, the Procurement Services division, in accordance with City Code Section 3.56, issued Invitation for Bid No. B15061511002 for the purchase of janitorial supplies for various City departments. Thirteen bids were received; six bids were deemed to be non-responsive for failing to meet the bid instruction requiring that items be guaranteed to be delivered within two working days. One bidder was not the lowest bidder for any line item. Another bidder was the low bidder on only one item. It was deemed in the City's best interest not to create a contract for the purchase of one item; the cost of creating a contract outweighs the cost savings for purchasing from this bidder.

The bid requested pricing for 101 products in seven different categories of janitorial supplies. Two of the categories, gloves and trash can liners, were to be awarded in aggregate. The City reserved the right to make multiple awards in the other five categories. City staff is recommending the most advantageous pricing for Council award.

The 101 products bid were a representative sample of the several hundred janitorial supplies purchased annually by City departments. Bid responses included a statement of the percentage discounted from catalog pricing for similar items not specifically requested in the bid. The amount to be awarded for FY2014/15 of $303,097 is based on the percentage of the total bid amount of $126,161 extrapolated to the total amount spent in the previous fiscal year.

Financial Considerations: Council authorization will be requested at such time that the overall total or individual limit by contractor is expected to exceed the amounts authorized. Funding for the purchase of these janitorial supplies will be provided from various City departmental operating and project budgets. A five-year estimated cost table is provided (Attachment 1).

Local Business Enterprise (LBE): The LBE participation requirement was waived because it was uncertain that there were a sufficient number of prospective local bidders to meet the volume, storage, delivery, and specialty requirements, including experience with the handling of hazardous chemicals, of the contract. One of the five bidders proposed for contract award is an LBE. Two of the five bidders have local addresses and could qualify as LBEs in the future.

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Attachment 1

Bidder List

Bidder, Responsive, Award	City	Items Awarded
ABE Janitorial Supply Co.	Sacramento, CA	16
Sac Val Janitorial Supply[1]	West Sacramento, CA	21
Staples Facility Solutions[2]	Sacramento, CA	26
Unisource Worldwide Inc.	Sacramento, CA	16
Waxie's Enterprises Inc.	Livermore, CA	22
TOTAL		**101**
Bidder, Responsive, No Award	**City**	**Reason**
Express Office Products	Rancho Cordova, CA	Low bidder on one item; not in the City's best interest to contract for one item
Fisher Scientific	Pittsburgh, PA	Not a low bidder on any of the items
Bidder, Non-Responsive	**City**	**Reason**
Clean Source	Sacramento, CA	Items cannot be guaranteed to be delivered in two work days or less
Eco PakTrak / Green Pallet	Gold River, CA	Items cannot be guaranteed to be delivered in two work days or less
ePoly Star Inc.	San Leandro, CA	Items cannot be guaranteed to be delivered in two work days or less
Fastenal Co.	Sacramento, CA	Items cannot be guaranteed to be delivered in two work days or less
Interboro Packaging Corp.	Montgomery, NY	Items cannot be guaranteed to be delivered in two work days or less
Tronex International	Mount Olive, NJ	Items cannot be guaranteed to be delivered in two work days or less

[1]Includes all items in category D: Trash can liners.
[2]Includes all items in category E: Gloves.

Anticipated Spend Amounts

(through the sunset date of the contract)

Contractor	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
ABE	$137,728	$141,859	$146,115	$150,498	$155,013	**$731,213**
Sac Val	$105,196	$108,351	$111,601	$114,949	$118,398	**$558,495**
Staples	$23,526	$24,233	$24,960	$25,709	$26,480	**$124,908**
Unisource	$14,940	$15,387	$15,849	$16,325	$16,814	**$79,315**
Waxie	$21,707	$22,358	$23,028	$23,719	$24,431	**$115,243**
TOTAL	**$303,097**	**$312,188**	**$321,553**	**$331,200**	**$341,136**	**$1,609,174**

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City of Sacramento

Tax ID # if applicable:

Requires Council Approval: ☐ No ☒ YES **Meeting:** 10/28/2014

☐ Real Estate ☐ Other Party Signature Needed ☐ Recording Requested

General Information

Type: Commodity **PO Type: Formal Bid-Commodity** **$ Not to Exceed: $** 731,213	**Attachment: Original No.:** **Original Doc Number:**
Other Party: ABE JANITORIAL SUPPLY COMPANY	**Certified Copies of Document:**
Project Name: Janitorial Supplies	**Deed:** ☐ None ☐ Included ☐ Separate
Project Number: none **Bid Transaction #:** B15061511002	E/SBE-DBE-M/WBE: LBE waive

Department Information

Department: Finance — Division: Procurement Services

Project Mgr: Gary O'Neill — Supervisor: Craig Lymus

Contract Services: - — Date: 09/24/2014 — Division Mgr: Craig Lymus

Phone Number: 916-808-7432 — Org Number: 06001511

Comment:

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	Gary O'Neill	9/24/2014
Accounting:	—	—
Contract Services:	—	—
Supervisor:	CBL	9/24/14
Division Manager:	CBL	9/24/14
City Attorney	Signature or Initial	Date
City Attorney:	RW	10/7/14

☐ Send Interoffice Mail ☐ Notify for Pick Up

Authorization	Signature or Initial	Date
Choose Director Department Director:		
City Mgr: yes ☒ No ☐		

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, is not part of the contract. (01-01-09)

For City Clerk Processing

Finalized:
Initial:

Date:

Imaged:
Initial:

Date:

Received:
(City Clerk Stamp Here)

FOR CITY USE ONLY

The Bid was opened on JULY 23, 2014.

Bid Bond Required: [X] No; [ ] Yes - Amount: $ _____

Received: [ ] Cashiers or Certified Check drawn on a California bank; [ ] Surety Bond

_____
City Clerk

CONTRACT AWARD

Bid Items Included in the Contract: All Items, unless otherwise specified below

Specify: See attached, Exhibit A, "Low Bidder Per Item".

Contract Not-to-Exceed Amount: $ 731,213

Award Date: 10/28/2014

CONTRACT APPROVAL

Approved as to Form:	Approved:	Attest:
_____	_____	_____
City Attorney	City Manager (Or Authorized Designee)	City Clerk

ABE JANITORIAL SUPPLY

Exhibit A - Low Bidder Per Item

Item No.	Description	Substitute allowed?	Brand	Low bidder	Delivery Days	Amount	Sales Unit	Annual Use	Annual total
A-1	Toilet Paper	No	Eco Soft	Abe Janitorial	2	$ 34.98	case	130	$ 4,547.40
A-2	Toilet Paper	No	Eco Soft	Abe Janitorial	2	$ 35.98	case	742	$ 26,697.16
A-3	Toilet Paper, tree free	Yes	Waxie Kleenline	Waxie's	2	$ 27.99	case	134	$ 3,750.66
A-4	Toilet Paper, jumbo	Yes	Tehtung	Sac Val	1	$ 21.00	case	4	$ 84.00
A-5	Toilet Seat Cover	Yes	Eco Soft	Unisource	2	$ 46.76	case	20	$ 935.20
A-6	Towels, roll	No	Eco Soft	Abe Janitorial	2	$ 34.75	case	420	$ 14,595.00
A-7	Towels, multifold	No	Eco Soft	Abe Janitorial	2	$ 16.49	case	336	$ 5,540.64
A-8	Towels, single-fold	No	Eco Soft	Abe Janitorial	2	$ 16.95	case	92	$ 1,559.40
A-9	Wipers, roll	Yes	Hospeco	Sac Val	2	$ 36.25	roll	36	$ 1,305.00
A-10	Wipers, flat	Yes	Brighton	Staples	1	$ 10.88	case	122	$ 1,327.36
B-1 thru B-6	Gloves, award in aggregate	Yes	Tradex International	Staples	1	$ 4,989.40	lot	--	$ 4,989.40
C-1	Soap, foam	Yes	GoJo	Staples	1	$ 3.66	1 liter	256	$ 936.96
C-2	Soap, foam	Yes	GoJo	Staples	1	$ 3.66	1 liter	32	$ 117.12
C-3	Soap, bar	Yes	Dial	Unisource	2	$ 48.87	case	6	$ 293.22
C-4	Hand sanitizer	Yes	GoJo	Waxie's	2	$ 50.59	case	20	$ 1,011.80
C-5	Tampons	No	Tampex	Waxie's	2	$ 52.11	case	2	$ 104.22
C-6	Liners, feminine	Yes	Rochester Midland	Unisource	2	$ 13.51	case	4	$ 54.04
C-7	Tissues, lens cleaners	Yes	Bausch&Lomb SightSavers	Sac Val	2	$ 9.12	box	54	$ 492.48
D-1 thru D-11	Trash can liners, award in aggregate	Yes	Republic	Sac Val	2	$38,191.42	lot	--	$ 38,191.42
E-1	Brush, utility	Yes	Carlisle	Waxie's	2	$ 0.92	each	12	$ 11.04
E-2	Brush, wire	Yes	Carlisle	Waxie's	2	$ 1.81	each	94	$ 170.14
E-3	Cloth, glass-cleaning	Yes	Impact	Waxie's	2	$ 7.13	pack	6	$ 42.78
E-4	Broom	Yes	Carlisle	Waxie's	2	$ 2.40	each	24	$ 57.60
E-5	Mop heads, wet	Yes	Carlisle	Waxie's	2	$ 6.20	case	4	$ 24.80
E-6	Mop heads, dry	Yes	Premier	Abe Janitorial	2	$ 5.85	each	96	$ 561.60
E-7	Mop frame	Yes	Rubbermaid	Sac Val	2	$ 2.01	each	2	$ 4.02
E-8	Mop, wet	Yes	SSS	Abe Janitorial	2	$ 54.00	case	12	$ 648.00
E-9	Mops, finish	Yes	Premier	Waxie's	2	$ 5.60	each	6	$ 33.60
E-10	Mop heads, dust	Yes	Odell	Staples	1	$ 10.50	each	20	$ 210.00

Exhibit A - Low Bidder Per Item

E-11	Mop heads, dust	Yes	Odell	Staples	1	$	5.15	each	2	$	10.30
E-12	Mop bucket	Yes	Rubbermaid	Sac Val	2	$	47.00	each	18	$	846.00
E-13	Rags	Yes	Wiper Central	Waxie's	2	$	16.67	case	48	$	800.16
E-14	Rags	Yes	A&A Wiping Clothes	Unisource	2	$	19.63	case	20	$	392.60
E-15	Sponge	Yes	SSS	Abe Janitorial	2	$	13.99	case	104	$	1,454.96
E-16	Toilet bowl mop	Yes	Impact	Waxie's	2	$	0.55	each	88	$	48.40
F-1	Baseboard stripper	Yes	Green Edge Off	Waxie's	2	$	2.81	each	24	$	67.44
F-2	Carpet cleaner	Yes	Staples Brand Group	Staples	1	$	6.35	each	2	$	12.70
F-3	Carpet cleaner	Yes	Formula Sac Val Pure Clean	Sac Val	2	$	8.00	each	120	$	960.00
F-3 alt	Carpet cleaner	Yes	UWW X-Tractor	Unisource	2	$	27.40	case/4	30	$	822.00
F-4	Carpet cleaner	No	Racine	Waxie's	2	$	28.80	box	2	$	57.60
F-5	Carpet cleaner	Yes	Amrep	Staples	1	$	2.74	canister	24	$	65.76
F-6	Carpet cleaner	Yes	Waxie-Green Encapsulating	Waxie's	2	$	12.79	each	8	$	102.32
F-7	Floor cleaner	Yes	Fridays Speed Kleen	Abe Janitorial	2	$	6.95	case/4	48	$	333.60
F-8	Floor conditioner	No	Johnson Diversey Easy Paks	Sac Val	2	$	40.05	case	4	$	160.20
F-9	Floor finisher	Yes	Fridays Dura Shine	Abe Janitorial	2	$	13.75	case/4	24	$	330.00
F-10	Floor finisher	No	Johnson Diversey Aquaria	Unisource	2	$	83.63	case	10	$	836.30
F-11	Floor finisher	Yes	SSS Legacy	Abe Janitorial	2	$	23.85	case/4	4	$	95.40
F-12	Floor finisher	Yes	Diversey Amplify	Unisource	2	$	13.10	each	2	$	26.20
F-13	Floor prespray	Yes	Staples Brand Group	Staples	1	$	7.23	each	8	$	57.84
F-14	Floor sealer	No	Johnson Diversey Freedom SC	Abe Janitorial	2	$	35.36	case	6	$	212.16
F-15	Floor sealer	Yes	W300 Undercoater & Sealer	Waxie's	2	$	47.15	each	6	$	282.90
F-16	Floor stripper	Yes	Waxie W400	Waxie's	2	$	21.02	each	16	$	336.32
F-17	Floor stripper	No	Johnson Diversey Bravo	Unisource	2	$	41.16	box	4	$	164.64
F-18	Floor stripper	Yes	SSS Pit Stop	Abe Janitorial	2	$	23.68	each	4	$	94.72
G-1	Absorbent	Yes	Lagasse	Staples	1	$	6.62	case	2	$	13.24
G-2	Air Freshener	No	OmniAir	Staples	1	$	49.99	case	6	$	299.94
G-3	Bleach, liquid	Yes	Waxie's	Waxie's	2	$	1.55	case	194	$	300.70
G-4	Bleach, powder	Yes	Proctor & Gamble	Staples	1	$	9.65	each	16	$	154.40
G-5	Cleaner	Yes	3M 44L	Unisource	2	$	16.36	each	40	$	654.40
G-6	Cleaner	Yes	Lagasse	Staples	1	$	0.98	case	32	$	31.36
G-7	Cleaner	Yes	Staples Brand Group	Staples	1	$	7.88	case	28	$	220.64
G-8	Cleaner	No	Johnson-Diversey Alpha HP	Unisource	2	$	59.49	case	8	$	475.92

Exhibit A - Low Bidder Per Item

G-9	Cleaner	No	Johnson-Diversey Crew	Unisource	2	$	57.57	case	6	$	345.42
G-10	Cleaner	Yes	Formula Sac Val Bio Clean	Sac Val	2	$	6.90	each	120	$	828.00
G-11	Cleaner	Yes	Champion MPC	Abe Janitorial	2	$	8.00	case	18	$	144.00
G-12	Cleaner	No	Sheila Shine	Waxie's	2	$	5.04	each	144	$	725.76
G-13	Cleaner	Yes	Spic and Span	Abe Janitorial	2	$	6.50	case	20	$	130.00
G-14	Deodorizer	Yes	Staples Brand Group	Staples	1	$	9.71	each	15	$	145.65
G-15	Deodorizer	Yes	Waxie Spring Clean	Waxie's	2	$	6.42	each	50	$	321.00
G-16	Detergent, laundry	Yes	Staples Brand Group	Staples	1	$	14.80	each	8	$	118.40
G-17	Disinfectant	Yes	3M Neutral Quat 23L	Unisource	2	$	4.39	each	14	$	61.46
G-18	Disinfectant	Yes	Staples Brand Group	Staples	1	$	7.79	case	20	$	155.80
G-19	Disinfectant	Yes	Amrep	Staples	1	$	27.75	case	20	$	555.00
G-20	Disinfectant	Yes	Lagasse SA Lag Lysol mildew	Waxie's	2	$	36.92	case	10	$	369.20
G-21	Disinfectant	Yes	Spartan NABC	Unisource	2	$	1.81	each	24	$	43.44
G-22	Disinfectant	Yes	Staples Brand Group	Staples	1	$	7.79	each	10	$	77.90
G-23	Disinfectant	Yes	Diversey Crew	Sac Val	2	$	1.75	each	48	$	84.00
G-24	Disinfectant	Yes	Waxie Spring Clean	Waxie's	2	$	6.42	each	62	$	398.04
G-25	Disinfectant	No	Johnson-Diversey Virex II	Sac Val	2	$	46.20	case	18	$	831.60
G-26	Glass cleaner	No	Johnson Wax Glance	Unisource	2	$	53.98	case	16	$	863.68
G-27	Glass cleaner	Yes	Diversey	Staples	1	$	2.20	case	26	$	57.20
G-28	Graffiti remover	Yes	Fridays #11323	Abe Janitorial	2	$	8.00	case	48	$	384.00
G-29	Gum remover	Yes	UWW Gum Off	Unisource	2	$	2.90	each	24	$	69.60
G-30	Spray bottle	Yes	Impact	Staples	1	$	0.50	each	472	$	236.00
G-31	Spray bottle nozzle	Yes	Impact	Waxie's	2	$	0.39	each	48	$	18.72
G-32	Toilet bowl ring remover	Yes	UWW Vortex	Unisource	2	$	1.67	each	48	$	80.16
G-33	Urinal screens	Yes	UWW Bulls Eye	Unisource	2	$	8.34	pack	12	$	100.08

CITY OF SACRAMENTO

Invitation For Bid (IFB)

and

Contract Specifications for **Supplies**

Bid Number:	**B15061511002**
Bid Name:	**Janitorial Supplies and Equipment**

Bids must be received prior to 2:00 PM on:

Wednesday	**07/23/2014**

Bids must be submitted to:

OFFICE OF THE CITY CLERK
5TH FLOOR PUBLIC COUNTER
915 I STREET, NEW CITY HALL
SACRAMENTO, CA 95814

Bidder to complete the following information:

Bidder Name:	ABE Janitorial Supply Company
Address:	5420 Florin Perkins Road Ste. 200
City, State, ZIP code:	Sacramento CA 95826
Contact name:	Sam Nabahani
Contact phone number:	916-381-2335
Contact email address:	Sam@abcjan.com

G.O.

Note: *All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.*

SECTION I

BID INSTRUCTIONS AND REQUIREMENTS

The City of Sacramento is soliciting sealed Bids for supplies as detailed in this Bid document. Prospective Bidders are advised to thoroughly read this document and become familiar with all of its requirements. Questions must be submitted before the deadline to submit questions.

1.) Official Electronic copies of this Bid document can be obtained only from the City of Sacramento's official web Bid Center, aka "PlanetBids".

http://www.planetBids.com/portal/portal.cfm?CompanyID=15300

2.) Any additional information (Addenda, Q&A, etc.) pertaining to this Bid will also be found at the above official link.

3.) The City is not responsible for Bid documents obtained from third-party sources, such as Bid aggregate services or plan rooms. Such documents may be incomplete and Bids submitted may be deemed non-responsive. Registration as a vendor in the PlanetBids system is required in order to obtain official Bid documents.
Questions about the PlanetBids electronic bid platform should be addressed to the City of Sacramento **Procurement Services** division at **916-808-6240.**

4.) City Department / Division / Contact information

Department:	Finance
Division:	Procurement Services
Contact name:	**Gary O'Neill**
Contact phone number:	916-808-7432

5.) Q&A submittals

Submit questions prior to:

Date:	07/16/2014
Time:	2:00 PM

Submit Questions via: ☒ the Bid center ("PlanetBids") Q&A tab

(Responses will be posted in the Bid center Q&A tab or by the issuing of an Addendum)

6.) Pre-Bid Meeting

☐ No ☒ Yes, attendance is optional

Date:	**07/09/2014**
Time:	**2:00 PM**
Location name:	City Of Sacramento – New City Hall*
Address:	915 I Street
Bldg./Floor/Room:	2nd Floor, Room CH2105
City:	Sacramento CA 95814

* Photo ID is required to gain admittance to the building. There is a charge for parking.

7.) Bond Information*

Bid:	☒ Not required	☐ YES, required (a)	%
Payment:	☒ Not required	☐ YES, required	%
Performance:	☒ Not required	☐ YES, required (b)	%

(a) Pursuant to City Code section 3.56.150 and 3.56.190

(b) Pursuant to City Code section 3.56.200

8.) Timeframe

Number of days that Bid is valid:	Ninety (90)
Anticipated start date of contract*:	10/01/2014
Duration of contract:	Two (2) years; not-to-exceed five (5) years with renewals
Contract renewal information:	Three (3) additional one year renewals

*The Sacramento City Council must approve this purchase/contract before any supplies may be purchased.

9.) Workers' Compensation Insurance Waiver of Subrogation

Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTOR.

☐ **NO** ☒ **YES**

Refer to Section II, Subsection 11, for insurance requirements.

10.) City Code

All provisions of Chapter 3.56 of the City Code are applicable to any Bid submitted or contract awarded.

11.) Equipment

If equipment is Bid, it shall be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated by the City.

12.) Payment Discount

Payment discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Payment discounts offered for payment in twenty (20) or more days shall be subtracted from the total Bid price for the purposes of Bid evaluation. Any payment discount offered by the successful Bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.

13.) Bid Submission

a.) Bidders are required to submit an original Bid, including all required attachments and addenda, per City Code section 3.56.140.

b.) Bid document form shall be received by the City Clerk's Office by the date and time indicated on the cover page of this Bid document. Failure to do so will cause the late or mis-addressed Bid to be rejected.

c.) All Bids must show the full legal name of the firm submitting the Bid and must be on these official Bid document forms.

d.) Bid responses must be written in ink, printed by typewriter or computer generated. Responses made in pencil may not be considered.

e.) All Bids shall be signed in ink by a representative of the firm who is authorized to bind the firm to the terms and conditions of this Bid and possible resulting contract.

f.) Alternate Bids are invalid unless invited by the City in this Bid document. *All Bid submissions are subject to rejection when unsolicited alternate Bids are submitted.*

g.) Bids must be sealed in an appropriate envelope, package, or container and include the Bid name and number and the name and address of the Bidder on the outside of said package.

h.) No Bidder shall have interest in more than one Bid (submit more than one Bid solicitation) as stated in City Code section 3.56.13.

i.) Bidders and other interested parties are invited to be present at the opening of the Bids at a time immediately following the Bid submission deadline. Bids will be opened, in public, in the Hearing Room on the 2nd floor of Historic City Hall, 915 I Street. Sacramento, CA 95814. Photo ID will be required for admission to the building.

14.) Rejection of Bids

The right to reject any and all Bids is reserved by the City in its absolute discretion.

15.) City's rights and options

The City reserves the right to:

a.) waive any informalities or minor irregularities, as determined in its sole discretion, in connection with the Bidding process or any of the Bids received.

b.) award in whole or in part.

c.) reject all partial Bids.

d.) reject any or all Bids or make no award.

e.) issue subsequent Invitation For Bids.

f.) approve or disprove the use of any particular SubContractors and/or suppliers.

g.) accept a Bidder's signed offer and issue a purchase order or purchase orders directly to the Bidder based upon the specifications, pricing, and terms and conditions offered in the response to this Bid solicitation.

16.) Bid Evaluation

a.) In determining the amount Bid by each Bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the Bid. When such a mathematical error appears on the face of the Bid, the City shall have the right to correct such error and to compute the total amount Bid by the Bidder on the basis of the corrected figure or figures.

b.) When an item price is required to be set forth in the Bid, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the City's estimate of the quantity to be provided or performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the intent of the Bid process. The total paid for each such item of work shall be based upon the item price and not the total price.

c.) Should the Bid contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by City's estimate of the estimated quantities to be provided or performed.

d.) If the Bid contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Bid shall be disregarded.

e.) If Prospective Bidders are bidding an item "or equal" the Bidders shall list the manufacturer's name and product number of the item offered in the space provided. If such information is not provided, it will be assumed that the Bidder is offering the exact item specified. The City's decision as to whether an item is an equal to the item specified shall be final.

17.) Determination of Lowest Responsible Bidder

Pursuant to Sacramento City Code 3.56.020, the lowest responsible Bidder shall be determined as follows:

In determining whether a Bidder is responsible, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the Bidder; (ii) the ability, capacity and skill of the Bidder to perform the contract or effectuate the transaction; (iii) the ability of the Bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgment, experience and efficiency of the Bidder; (v) the quality of the Bidder's performance on previous purchases by, or contracts with, the City; (vi) the ability of the Bidder to provide future maintenance, repair parts and services for the supplies provided.

b.) Based on the information provided in the bids, the City Council or the City Manager, as the case may be, shall identify those bids that are subject at the time of bid opening to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the City Code. The lowest responsible Bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. This deduction shall be in addition to the application of any bid price preferences authorized by subsection c, below.

c.) The City Council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including but not limited to, preferences to promote the participation and utilization of local business enterprises, energy conservation and sustainability in the City's contracting for supplies and nonprofessional services. The lowest responsible Bidder shall be the responsible Bidder whose bid price is the lowest after all bid prices are calculated to include any such preferences. The calculation of such preferences shall be in addition to any deduction of sales or use tax required by subsection b, above.

18.) Pre-Award Conference

The apparent lowest responsible Bidder(s) may be required to attend a pre-award conference at a mutually acceptable time at which requirements of the Contract will be reviewed. At that time, samples of forms, reports etc., will be submitted by the Contractor for final approval.

19.) Award by Item or Group

The City reserves the right to increase or decrease quantities listed, make separate awards for any item, line-item or category/group of items to the lowest responsible bidders for such items or category/groups of items.

20.) Multiple Awards

The City reserves the right to make multiple awards in order to provide alternate sources to insure continuity of supply if meeting the City's requirements within an acceptable time period exceeds the capacity or capability of the primary Contractor(s).

21.) Contract Award Timeframe

Within ninety (90) days after the bid opening, a contract will be awarded by the City to the lowest responsible Bidder or Bidders, subject to the right of the City to reject all bids or waive informalities or minor irregularities, as it may deem proper. The time for awarding a contract may be extended in the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the Bidder objects to such extension in writing with his/her bid. The City may accept this bid offer by issuance of a Notice of Award Letter, Contract and/or a Purchase order covering award of said bid to Bidder at any time on or before the 90th day following the day that this official bid is opened by the City. This offer shall be irrevocable for 90 days after bid opening or 90 days after City Council awards the bid, whichever comes last, however this period may be extended by mutual agreement of both parties.

22.) Emergency / Declared Disaster Requirements

In the event of an emergency or if a City facility is declared a disaster area by the county, state or federal government, this contract may be subjected to unusual usage. The consultant/vendor/supplier shall service the City during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the consultant/vendor/supplier shall apply to serving the City's needs regardless of the circumstances. If the consultant/vendor/supplier is unable to supply the goods/services under the terms of the contract because of a disruption in its chain of supply or service, then the consultant/vendor/supplier shall provide proof of such disruption which may include, but not be limited to a copy of a letter from the source of supply or service stating reason for the disruption. Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted.

23.) Bid Protests

Bid protests must be filled and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Sections 3.60.460 through 3.60.560 of the Sacramento City Code shall be invalid and shall not be considered. A bid protest fee of $750.00 is required at the time of filing to be considered valid in accordance with City of Sacramento Resolution No. 2003-231 dated April 29, 2003. As used herein, the term "bid protest" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, or (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. Sections 3.60.460 - 3.60.560 of the Sacramento City Code are available at:

http://www.qcode.us/codes/sacramento/

SECTION II

LOCAL PROGRAMS AND PREFERENCES

1.) EQUAL BENEFITS ORDINANCE ("EBO") REQUIREMENTS

NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City Contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding $100,000.00. The Ordinance applies to that portion of a Contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to SubContractors or Subcontracts of any Contractor or Contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are

primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, which enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All Contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directly on a City contract, and, at the time of hire of each new employee, a copy of the notification provided as Attachment "A."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

ATTACHMENT A – EQUAL BENEFITS CODE

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On ..... (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for ..... (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination in Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

- Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:

  City of Sacramento
  Procurement Services Division
  915 I Street, Second Floor
  Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
  - Reinstatement, injunctive relief, compensatory damages and punitive damages
  - Reasonable attorney's fees and costs

ATTACHMENT B – EQUAL BENEFITS CODE

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

O Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814

O Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Procurement Services Division, at the same address, containing the details of the alleged violation.

2.) LOCAL BUSINESS ENTERPRISE ("LBE") PARTICIPATION REQIREMENTS

Waiver has been granted by the Economic Development Director for the Local Business Enterprise (LBE) participation requirement of 5% and does not apply to this bid.

3.) LOCAL BUSINESS SALES/USE TAX DEDUCTION

The Sacramento City Code requires the City to identify those bids that are subject to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the Sacramento City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. The current rate at which such local sales or use tax is received by the City is one percent (1%). **Therefore, in evaluating bids to determine the lowest responsible bidder, bids that are subject to this tax at the time of bid opening shall have an amount equal to one percent (1%) of the taxable total deducted from the bids.** This deduction shall be in addition to the application of any bid price preferences or other deductions authorized by the City Code. Such deductions shall be made for bid evaluation purposes only. Contract awards shall be made at the actual bid amount.

4.) SUSTAINABLE PURCHASING POLICY ("SPP")

The City has adopted a "Sustainable Procurement Policy" (SPP) and program. The goal is to encourage the procurement of products and services that help minimize environmental impact resulting from use and disposal of these products. Contractors are encouraged to offer Energy Star, Green Seal, UL EcoLogo, or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. City also encourages Contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this IFB. Contractors will offer products that have minimal virgin materials and maximum use of recycled products. Contractor must work with the City to attain these goals.

Notwithstanding the above, the Contractor agrees to supply the City of Sacramento with environmentally preferable and effective products in compliance with the specifications in this solicitation and provide services that help minimize environmental impact resulting from use and disposal of products specified in this bid.

The Contractor further agrees that its products specified in this bid do not contain any items, ingredients or components prohibited under the City's SPP Policy.

Council Resolution No. 2000-551 authorizes the use of incremental bid evaluation preferences up to a total not to exceed five percent (5%) of the total bid amount when evaluating the cost of products or services that represent the efforts to recycle and re-use sustainable and environmentally preferred products described in this policy. However, such bid preferences shall not exceed a total value of $50,000.00 on any single bid procurement bid preference.

The City may terminate this contract or take other appropriate actions if the Contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the City's SP Policy and requirements specified in the bid.

The City's SPP Policy is available on line at:

http://portal.cityofsacramento.org/Finance/Procurement/Sustainability-Options

Or by contacting the Procurement Services Division at (916) 808-6240.

SECTION III

GENERAL TERMS AND CONDITIONS

1.) Independent Contractor

a.) It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent Contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent Contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)

b.) It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

c.) If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and SubContractors.

d.) The provisions of this Section III Subsection 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section III Subsection 5, below.

2.) Licenses, Permits, Etc.

CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that is legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid

certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3.) Time

CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

4.) Contractor Not Agent

Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.

5.) Conflict of Interest

CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly nor indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or SubContractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.

6.) Confidentiality of City Information

During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section III Subsection 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7.) Contractor Information

a.) CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work

product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, Photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

b.) CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d.) The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8.) Standard of Performance

CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9.) Term; Suspension; Termination

a.) **Termination for Cause.** If the City determines that the Contractor's performance is not satisfactory, and notifies the Contractor of such determination in writing, the Contractor shall correct the unsatisfactory condition(s) within 5 days after receiving such notification. If the Contractor fails to correct the unsatisfactory condition(s) within 5 days, the City may declare the Contract terminated upon 30 days written notice and may, in the City's sole discretion, demand performance by the Contractor's surety, if any, or contract for performance of all or part of the remainder of Contract with another Contractor. In the event two such notices of unsatisfactory performance are given in any calendar year, and in the event that Contractor shall again fail to satisfactorily perform pursuant to the Contract, City may thereupon terminate the Contract immediately, with no prior notice. In the event of termination hereunder, the Contractor and/or its surety shall be liable and assessed for any and all costs for re-procurement and completion of the Contract.

b.) **Termination for Convenience.** The City may terminate the Contract, in whole or in part, for its convenience and without cause upon giving written notice to the Contractor. The City shall pay all reasonable costs associated with the Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with such termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned, or any other costs, which have not been incurred, as of the date of termination.

c.) **Termination After Completion Date.** If the Contractor fails to complete its performance of the Contract within the time specified in the Contract (including any approved extension of such time), if any, the Contract may be terminated and, in the event of such termination, the Contractor shall not be paid or allowed any further compensation for any costs incurred after such termination. The City may thereafter proceed to complete the Contract either by rebidding or otherwise, the Contractor and its surety, if any, shall be liable to the City for all loss or damage that the City may suffer on account of the Contractor's failure to complete the Contract on time. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

10.) Indemnity

a.) **Indemnity:** CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any SubContractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent Contractors who are directly responsible to CITY, except when such agents, servants, or independent Contractors are under the direct supervision and control of CONTRACTOR.

b.) **Insurance Policies; Intellectual Property Claims:** The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any

of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11.) Insurance Requirements

During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section III Subsection 11. The sole exception is for delivery of supplies via a common carrier.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

a.) Minimum Scope & Limits of Insurance Coverage

(1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

(2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

(3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars ($1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance or if required as indicated in the Bid Instructions.

b.) Additional Insured Coverage

(1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insured's as respects general liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR.

(2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insured's as respects auto liability.

c.) Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.

(3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

d.) Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY Risk Management Division in writing prior to execution of this Agreement.

e.) Verification of Coverage

(1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

(2) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR and/or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

f.) SubContractors

CONTRACTOR shall require and verify that all SubContractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12.) Equal Employment Opportunity

During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

a.) **Compliance With Regulations:** CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

b.) **Nondiscrimination:** CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of SubContractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

c.) **Solicitations for SubContractors, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential SubContractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

d.) **Information and Reports**: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

e.) **Sanctions for Noncompliance**: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

(1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;

(2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

f.) **Incorporation of Provisions**: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a SubContractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13.) Entire Agreement

The Contract Documents contain the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code. In the event of any conflict among the provisions of different Contract Documents, the conflict shall be resolved by giving precedence to the Contract Documents in the following order:

A. Post-Award Amendments.
B. Pricing Schedule(s), as corrected by City, if applicable.
C. Pre-Award Addenda
D. Special Provisions and Specifications.
E. Bid Instructions and Requirements

F. General Terms and Conditions
G. Technical Specifications and/or Plans

14.) Severability

If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15.) Waiver

Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

16.) Enforcement of Agreement

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

17.) Assignment Prohibited

The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.

18.) Binding Effect

This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section III, Subsection 17, above.

19.) Compliance with Laws

The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished pursuant to the Contract, including without limitation the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.

20.) Inspection

Merchandise will be inspected before acceptance by an authorized representative of the City of Sacramento for workmanship, appearance, proper functioning of all equipment and systems and conformance to all other requirements of the Contract. If deficiencies are found, it shall be the responsibility of the Contractor to pick up the merchandise, make necessary correction and

redeliver the merchandise for re-inspection and acceptance. Payment and/or commencement of discount period (if applicable) will not be made until corrective action has been made.

21.) Funding Availability

a.) The Contract is subject to the budget and fiscal provisions of the Charter and City Code of the City of Sacramento.

b.) The City's payment obligation under the Contract shall not at any time exceed the amount of funds appropriated and approved for such purpose by the Sacramento City Council.

c.) The Contract shall terminate without penalty at the end of the fiscal year in the event funds to make payment under the Contract are not appropriated and approved for such purpose by the City Council for the succeeding fiscal year. If such funds are appropriated for only a portion of the fiscal year this Contract shall terminate, without penalty, at the end of the term for which funds have been appropriated. In the event of such termination, the Contractor shall not be entitled to recover any costs incurred after termination, subject, further, to the limitation in Section III Subsection 21.B. of these General Conditions.

d.) Notwithstanding any provision of the Contract Documents to the contrary, this section shall govern over any other provision of the Contract.

22.) Inspection of Facilities

If requested by the City, the Contractor shall provide City with an inspection tour of Contractor's facilities at the location where the work under the Contract will be accomplished.

23.) Material Safety Data Sheets (MSDS) or (SDS)

It is mandatory for a manufacturer, supplier, or distributor, to supply a MSDS with the first shipment of hazardous material to each City location receiving the material. Also, at any time the content of a MSDS is revised, the vendor is required to provide new information relevant to the specific material to each City location receiving the material.

Contractor is to replace the MSDS with the appropriate Globally Harmonized System Safety Data Sheet (SDS) once the SDS becomes available.

24.) Notification of Material Changes in Business

Contractor agrees that if it experiences any material changes in its business including, without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition which may jeopardize the scheduled delivery or fulfillment of Contractor's contractual obligations to the City. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Procurement Services Division reserves the right at its sole discretion to terminate the Contract either for cause or for convenience as provided in Section 9 of these General Conditions.

25.) Payment and Invoicing

Unless otherwise specified in the Contract Documents, payment for services rendered or materials provided and accepted by City will be made monthly, in arrears, after receipt of a proper invoice.

26.) Protection of Existing Facilities

Contractor shall take every precaution to protect all public and private property during the performance of the Contract. Any damages caused by Contractor's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor.

27.) Guarantee

By submitting its bid, the Contractor guarantees that all merchandise delivered and/or work or services performed under the Contract shall meet the minimum requirements set forth herein. If it is determined by the City that the merchandise delivered or work or services performed do not meet the minimum requirements of the Contract, the Contractor shall be required to correct the same at Contractor's sole expense.

SECTION IV

SPECIAL PROVISIONS
AND
SPECIFICATIONS

1.) AUTHORIZED DISTRIBUTOR OR MANUFACTURER

The successful bidder warrants that they are an authorized distributor or manufacturer for all of the products that they sell to the City under this contract.

2.) BRAND NAME

a. Unless otherwise indicated, brand names and numbers, when used, are for reference to indicate the character or quality desired.

b. Equal items will be considered, provided offer clearly describes the merchandise. Offers for equal items shall state the brand name and manufacturer number. The determination of the Procurement Services Division as to what items are equal shall be final and conclusive.

c. When brand, number, or level of quality is not stated by the Contractor, it is understood that the offer is exactly as specified.

d. If submitting a proposal on a manufacturer's product other than that specified, Contractor must attach descriptive literature and specifications with the proposal.

e. If necessary, the burden of proof and cost of analysis to determine equality shall be that of the Contractor.

3.) CONTRACT PERIOD

Any contract(s) resulting from this proposal shall be effective for a two-year period starting from the date of award from City Council.

4.) COOPERATIVE PURCHASING

If mutually agreeable to both parties, the use of any resulting contract may be extended to other government agencies. It shall be understood that all terms and conditions as specified herein shall apply. The City of Sacramento will not be an agent, partner or representative of any other government agency as it relates to this specification and is not obligated or liable, including, but not limited to, payment for an order placed by any other government agency.

5.) DEFAULT BY CONTRACTOR

In case of default by Contractor, the City reserves the right to procure the articles or services from other sources and to hold the Contractor responsible for any excess costs occasioned to the City thereby.

6.) DELIVERY GUARANTEE

Contractor shall guarantee delivery of any contract item within 48 hours after receipt of order (ARO). Each weekend day or holiday within the time frame shall extend the delivery period per 24 hours. Emergency orders shall be delivered the same day, if placed prior to 10:00 a.m. Pacific Time, or next day if placed after 10:00 a.m. The City of Sacramento will solely determine an emergency order. Failure to comply with emergency orders may be cause for termination.

7.) DELIVERY HOURS

Delivery hours will vary for each facility. It is the responsibility of the Contractor to consult with each City facility to determine an optimum time for delivery

8.) DISPENSERS

The necessary amount and correct style of dispensers for each facility will be provided free-of-charge by the Contractor. Installation and repairs of the dispensers will be at the direction of the City. Dispensers that are no longer functional will be removed by the Contractor. Contractor may be asked to safely dispose of old dispensers in an ecologically-friendly manner.

9.) F.O.B./FREIGHT

All items are to be supplied F.O.B., Delivered, freight prepaid and allowed. Contractor will bear and pay freight charges at time of shipment and will hold title to goods up until they are received by the City of Sacramento at the shipping destination. Contractor will be responsible for filing all claims for damaged or lost goods.

10.) LABELING

All shipping cartons shall be labeled externally with the product number contained therein as well as the name of the product and the quantity contained in the carton.

11.) MODIFICATION OF CONTRACT

The City may order changes in the work herein required and may order extra work in connection with the performance of the contract and the Contractor may comply with such orders, except that:

A. If changes in requirements, reports, or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract will be increased or decreased by such amount as the Contractor and the Procurement Services Manager may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work.

B. No order for any alteration, modification, or extra work which will increase or decrease the cost of the work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Procurement Services Manager. No oral statement of any person shall in any manner or degree modify or otherwise affect the terms of this contract, including the requirements of the specifications.

12.) PRICING

Pricing during the term of this agreement will be applied as follows:

A) Contract Items - Prices for contract items (see Pricing Schedule) are to be firm for the first year of the contract.

Price increases will not be granted retroactively and request for adjustment must be received in writing by the City's Procurement Services division. The City reserves the right to terminate contract without further obligation by either party in the event price increases are not acceptable. The City is also to be given benefit of any decline in prices immediately upon the manufacturer's effective date of such decline. Requests for price increases shall be accompanied by Manufacturer's Price Lists or regularly published price lists of the Contractor which substantiate the request for price change.

B) Catalog Items - For items normally carried in inventory by the Contractor, but not specifically identified as contract items, the City is to receive discounts equal to or greater than the most favorable discount offered to other customers by the Contractor.

C) Special Orders - For items not identified as contract items and non-catalog (non-inventory) items, quotations may be solicited as deemed appropriate by the City on a case-by-case basis.

Note: Special promotions such as early order programs shall be offered to the City.

13.) PURCHASE ORDER

1. A Purchase Order will be issued to the Contractor on behalf of each of the City organization(s) who will be ordering items/services covered in the contract. The Purchase Order will be enclosed with the resulting contract or will be issued shortly thereafter, and will become an integral part of the resulting contract. Each Purchase Order will cite a specific dollar value to cover a particular item or specified period of time. If a contract is for a specific period of time and extends beyond the close of the City's fiscal year of June 30th, additional purchases order may be issued for each fiscal year.

2. The Purchase Order does not supersede any provision of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto.

3. Delivery of material and/or services shall not begin until receipt of the Purchase Order and/or other notification by the City Procurement Services Manager.

14.) QUANTITIES (ESTIMATED)

The quantities stated in the pricing schedule are estimates only of the City's requirements. Contractor agrees to furnish more or less than the estimates at the unit prices quoted in accordance with availability of funds and actual needs as they occur throughout the contract period.

15.) QUANTITIES UNRESTRICTED

The City is not limited to purchase all of its requirements from any contract resulting from this request.

16.) SAFETY REQUIREMENTS

All services and merchandise must comply with current California State Division of Industrial Safety Orders and O.S.H.A.

17.) SAMPLES

Prior to the award of the contract, the City may require that samples be submitted for evaluation and/or testing. The samples provided by the Contractor shall represent the exact items and/or products proposed and to be supplied. The City may perform selected inspections and tests to verify that the items and/or products proposed meet the requirements of this specification.

Samples must be received within five (5) working days of the request for pre-award samples. Failure to satisfy any of the City's requirements and/or specifications may result in the rejection of the bid.

Samples, when required, shall be furnished free of cost of any sort to the City of Sacramento.

18.) SERVICE PROVIDERS CONTRACTED BY THE CITY

The successful Contractor shall make the pricing and terms and conditions available to any and all Contractors hired by the City to provide janitorial service to City facilities.

19.) SHELF LIFE

Products having an expiration date shall be delivered with maximum unexpired time remaining. Unless otherwise qualified, Contractor agrees to exchange outdated unopened packages with unexpired material without cost to the City except that transportation costs may be charged. All expiration dates must be listed on the outside of the package.

20.) SUBCONTRACTS AND ASSIGNMENTS

No portion of the goods or services, except for delivery, may be subcontracted in whole or in part, nor assigned by the Contractor, nor may assignment of any money due or to become due the Contractor under this contract be made without the prior written consent of the City.

21.) SUBSTITUTE PRODUCTS

If, in the event of a manufacturer product change, the proposed and/or awarded item is no longer available, the vendor must immediately notify the Procurement Services Division Contract Manager for approval of allowable substitute product.

22.) USAGE REPORTS

Contractor is to furnish Usage Reports in Excel or a format approved by the City to the Procurement Services Contract Manager on a quarterly basis for all sales to City departments (Jan – Mar, Apr – Jun, Jul – Sep, Oct – Dec).

Each quarterly workbook is to contain a separate worksheet for each City account. At a minimum, the sheet shall contain:

- Item or product number
- Manufacturer name
- Manufacturer number
- Name of the item – must be spelt exactly as it appears on the container
- Quantity ordered
- Sell price
- Units Purchased
- Extended price

In addition, the report shall also contain a pivot table or separate worksheet with a cumulative total of each item purchase by the City.

23.) WARRANTY (COMMERCIAL)

The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract.

24.) WEBSITE ORDERS

The Contractor shall have a secure website using SSL (secure socket layer) for the purpose of placing orders electronically. Website ordering platform must integrate with stock management system. The ordering history for each City division must be available to the City division at the time an order is placed.

25.) CATEGORY A: PAPER PRODUCTS SPECIFICATIONS

- Products are to be made utilizing de-inking and bleaching processes that are free of chlorine.
- Product and packaging are to be free from all but trace amounts of heavy metals.

26.) CATEGORY B: GLOVES

- All gloves are powder-free, single-use (disposable), and manufactured using USDA accepted materials.
- Box count may be determined by weight.
- Latex gloves are textured for improved grip, medical-grade (used to protect the wearer from biological organism transmission), and non-sterile sterility.
- Latex gloves must meet or exceed ASTM D3578-99 and ASTM D5151-99 standards.
- Nitrile gloves are chemical-resistant and non-medical.
- Vinyl gloves are non-sterile with a rolled cuff.

27.) CATEGORY D: TRASH CAN LINERS

- Liners are to meet the standards for recycled contact as detailed in the State of California Public Resources Code Sections 42290 – 42298.
- Flat bottom construction, seamless tubular construction, flat folded in cartons for one-at-a-time dispensing, contains no heavy-metal additives.
- Cartons are to be composed of a minimum of 60% recycled content printed with soy-based or water-based inks.

28.) CATEGORY F AND CATEGORY G: USAGE INSTRUCTIONS AND TRAINING

- The successful contractor shall offer to each City division purchasing items under this contract from Category F or Category G the necessary training on proper handling of all chemicals and hazardous materials. Training shall be by a qualified or certified advisor. Training is to include instruction on proper dilution rates, personal protection equipment required, and all other procedures necessary to successfully use or apply the product. Training will be at no charge.

- New product(s) shall require on-site training by the advisor upon request, also at no additional cost.

- Contractor is to maintain a database with the names of all City employee(s) who attended training, the City division that the employee is assigned to, the training date(s) and type of training received.

ABE Janitorial Supply Company

SECTION V

BIDDER RESPONSE DOCUMENTS

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "Bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefor, the prices set forth in the attached Pricing Schedule.

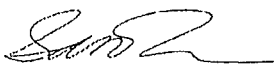
CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, and any Addenda, Amendments, Special Provisions, Specifications, Plans or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents, referred to herein as the Contract Documents, are fully incorporated herein by this reference and are collectively referred to as the Contract. By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder:

Name of Contractor:	ABE JANITORIAL SUPPLY		
Address:	5420 FLORIN PERKINS ROAD STE 200		
City / State / ZIP:	SACRAMENTO, CA 95826		
Phone:	916-381-2222	Fax:	916-381-2335
Email address:	SALES@ABEJAN.COM		
Fed. Tax ID #:	68-0424735	State Tax ID #:	C2128868
City of Sacramento Business Operations Tax Certificate #:			
Type of Business Entity (Check one):	☐ Individual/Sole Proprietor ☐ Partnership ☒ Corporation ☐ Limited Liability Co ☐ Other (specify): _____		

By:

Signature:			
Printed Name:	SAM NABAHANI		
Title:	PRESIDENT	Date:	07/14/14

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

The person signing this Agreement for the CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this agreement on behalf of the CONTRACTOR and to bind the CONTRACTOR to the performance of its obligations herein.

Incomplete information may render a bid "non-responsive":

1.) Local Business Sales/Use Tax Deduction

In order to identify those bids that are subject to the City's local sales or use tax, all bidders shall respond to the following:

Does the bidder have fixed offices or locally taxable distribution points within the boundaries of the City of Sacramento?

☐ **NO** ☒ **YES, 1% bid preference**

If the answer is "Yes", please provide the street address of this Sacramento location:

5420 FLORIN PERKINS ROAD STE 200 SACRAMENTO CA 95826

2.) Local Business Enterprise (LBE) Participation

Is your firm an LBE as defined under City Code section 3.60.270?

☐ **NO** ☒ **YES, 5% participation requirement**

If the answer is "Yes", please provide the street address of this Sacramento location:

5420 FLORIN PERKINS ROAD STE 200 SACRAMENTO CA 95826

If the answer is "Yes", please provide the **City of Sacramento Business Operations Tax Certificate** number AND submit a copy of the current certificate:

74542

If applicable, provide the **County of Sacramento Business License Number** AND submit a copy of the current license in addition to or in place of the City information:

3.) Business Operations Tax Certificate ("BOTC")

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a **Business Operations Tax Certificate** and pay the applicable tax if necessary. Successful bidders will be REQUIRED to show compliance with this requirement prior to award of the contract.

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500.

A copy of the BOTC must be submitted by the successful bidder within ten working days of the Notice of Intent to Award.

4.) Delivery Guarantee

Contractor guarantees delivery within TWO working days after receipt of the order.

5.) Prompt Payment Discount

Do you offer a prompt payment discount for purchases made by the City of Sacramento?

☒ **NO** (net 30 days) ☐ **YES**

If yes: The discount is _____% -- *or*-- $_____ for payment within _____ calendar days computed from the date that the delivery is accepted by the City or the date that a correct invoice is received by the proper City department (the "Bill To:" address on the PO), whichever is later.

Discounts for payments made in less than 20 calendar days will not be considered as part of the bid evaluation.

6.) Electronic Funds Transfer (EFT)

Do you have the ability to accept electronic payments (EFT)?

☐ **NO** ☒ **YES**

If yes: The discount offered for EFT is 0.00 %.

NOTE: this information is for informational purposes only; there is no bid preference offered.

7.) Certificate of Insurance

Successful bidders are REQUIRED to submit the necessary Certificate(s) of Insurance as called for in the General Conditions within ten working days after Notification of Intent to Award.

8.) Insurance Coverage Waivers

a.) **AUTOMOBILE:** No automobile liability insurance shall be required if the CONTRACTOR completes the following certification:

"I certify that a private motor vehicle will not be used in the delivery of supplies or performance of any work or services under this agreement. Any deliveries of supplies shall be via common carrier."

SN **(CONTRACTOR initials)**

b.) **WORKERS' COMPENSATION:** No Worker's Compensation insurance shall be required if the CONTRACTOR completes the following certification:

"I certify that my business has no employees and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance."

SN **(CONTRACTOR initials)**

9.) Training Program

All bidders submitting prices for Category F and/or Category G are required to submit the name of the employee in charge of training, a brief description of the background of this individual, and a brief description of the training program. Submit information on a separate sheet of paper, if necessary.

Trainer: JESSE NAVARRO

Trainer's background:

FIFTEEN YEARS EXPERIENCE IN THE JAN SAN INDUSTRY, STARTED AS A JANITOR AND CLIMBED THE RANKS TO DISTRICT MANAGER SUPERVISING OVER 100 EMPLOYEE. ATTENDED MANY INDUSTRY TRAINING AND SEMINARS COVERING SPECIFIC ASPECTS OF CCUSTODIAL TASK SUCH AS CARPETS, RESTROOMS, HARD FLOORS, ETC..

Training program:

TRAINING PROGRAMS WILL CONDUCTED AS NEEDED BY DEPARTMENT, WILL BE TAILORED SPECIFIC TO LOCATION AND TASK.

10.) Repair charges

Hourly rate for repairs to dispenser systems: $ AT NO CHARGE

Minimum charge for on-site repairs: $ N/A

11.) Equal Benefits Ordinance ("EBO") Declaration of Compliance

Name of Contractor:	ABE JANITORIAL SUPPLY
Address:	5420 FLORIN PERKINS RD STE 200
City / State / ZIP:	SACRAMENTO, CA 95826

The above-named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements").

2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").

3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:

   a. Bereavement Leave
   b. Disability, life, and other types of insurance
   c. Family medical leave
   d. Health benefits
   e. Membership or membership discounts
   f. Moving expenses
   g. Pension and retirement benefits
   h. Vacation
   i. Travel benefits
   j. Any other benefit offered to employees

   Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

   a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

   b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.

c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.

d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.

e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.

f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.

g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).

h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuses to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.

5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of $50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

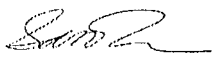
6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.

7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.

8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

By:

Signature:			
Printed Name:	SAM NABAHANI		
Title:	PRESIDENT	Date:	7/14/14

MUST BE POSTED IN CONSPICUOUS PLACE

74542

SACRAMENTO

BUSINESS OPERATIONS TAX CERTIFICATE

		FROM	TO
Business Name	ABE JANITORIAL SPLY & EQP INC	Mo. Day Yr.	Mo. Day Yr.
Business Address	6015 POWER INN RD		
Owner	HUSSEIN J NABAHANI	10/01/2013	09/30/2014
Type of Business	SALES/RENTALS FLOOR MACHINES	CITY OF SACRAMENTO	Expires
Tax Classification	401		

OCT 16 2013

ABE JANITORIAL SPLY & EQP INC
6015 POWER INN RD
SACRAMENTO, CA 95824-2320

PAID VOID IF NOT VALIDATED

This certificate is not to be construed as a business license or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation to the contrary is fraudulent. (This certificate must be renewed within 30 days of expiration).

City of
SACRAMENTO
Finance Department

July 16, 2014

ADDENDUM NO. 1 TO BID NO. B12131061004

FOR JANITORIAL SUPPLIES

1. The Bid due date of July 23, 2014 has not been changed.
2. If there is a minimum dollar amount for an order, please state the amount:

   $ N/A .

   If no minimum dollar amount is indicated, it shall be assumed that there is no minimum dollar amount for an order.
3. Refer to Appendix A Item No. E-6: State the price per each, Manufacturer Name, Product Name and Part Number if the size were 3" x 24". All other specifications remain the same.

   PREMIER, ITEM 51324

Regards,

Gary O'Neill
Program Analyst

Vendor's Name: ABE JANITORIAL SUPPLY INC

Signature: _____

Typed or Printed Name & Title: SAM NABAHANI / PRESIDENT

Date: 2014-07-21

Procurement Services
PH: 916-808-7432
Fax: 916-808-5747
915 I Street, 2nd Floor
Sacramento, CA 95814

THE CATEGORIES OF JANITORIAL SUPPLIES PRODUCTS ARE BEING SOLICITED IN ONE OF TWO WAYS: (1) NO SUBSTUTUTIONS, meaning that a specific product is required and no substitutions are acceptable; (2) OR

CATEGORY A: PAPER PRODUCTS

(ITEMS A-1 THROUGH A-10 WILL BE AWARDED BY LINE OR IN THE AGGREGATE AT PURCHASER'S DISCRETION)

Item No.	Description	Manufacturer	"Product Name" / Manufacturer number	Sales Unit (e.g. each, case, box, etc.)Sales Unit (e.g. each, case, box, etc.)	Size of Container in Sales Unit (e.g. 1 gal or 2.5L)Size of Container in Sales Unit (e.g. 1 gal or 2.5L)	Amount of product in each sales unit	Bid Price in US dollars for Sales Unit	Estimated Annual Usage (by Sales Unit)	Extended Price (Price for Sales Unit x Est Annual Usage)
A-1	Toilet Paper, **"EcoSoft" #61990 by Wausau; NO SUBSTITUTES.** 2-ply, embossed, OptiCore controlled, 3-3/4" x 4", 865 sheets/roll. Case of 36 rolls. Toilet Paper, **"EcoSoft" #61990 by Wausau; NO SUBSTITUTES.** 2-ply, embossed, OptiCore controlled, 3-3/4" x 4", 865 sheets/roll. Case of 36 rolls.	Wausau	EcoSoft #61990	CASE	n/a	36 rolls	$34.98	130	$ 4,547.40
A-2	Toilet Paper, **"EcoSoft" #54900 by Wausau; NO SUBSTITUTES.** 2-ply, embossed, standard core, 3-3/4" x 4-3/8", 500 sheets/roll. Case of 96 rolls. Toilet Paper, **"EcoSoft" #54900 by Wausau; NO SUBSTITUTES.** 2-ply, embossed, standard core, 3-3/4" x 4-3/8", 500 sheets/roll. Case of 96 rolls.	Wausau	EcoSoft #54900	CASE	n/a	96 rolls	$35.98	742	$ 26,697.16
A-3	Toilet Paper, **"Morex" #1957 by TehTung; OR EQUIVALENT.** 2-ply, standard core, 3-3/4" x 4-1/4" to 4-3/8", 500 sheets/roll, "tree-free" materials. 96 rolls per case.Toilet Paper, **"Morex" #1957 by TehTung; OR EQUIVALENT.** 2-ply, standard core, 3-3/4" x 4-1/4" to 4-3/8", 500 sheets/roll, "tree-free" materials. 96 rolls per case.		SPRINGWOOD PAPER 96-535	CASE	n/a	96 rolls	$32.85	134	$ 4,401.90
A-4	Toilet Paper, **"Solaris" #23501 by Livi OR EQUIVALENT.** Jumbo roll, 2-ply, 9" diameter, 1000' length, min. 80% RRF (Rapidly Renewable Fiber). 12 rolls per case.Toilet Paper, **"Solaris" #23501 by Livi OR EQUIVALENT.** Jumbo roll, 2-ply, 9" diameter, 1000' length, min. 80% RRF (Rapidly Renewable Fiber). 12 rolls per case.		SPRINGWOOD PAPER 12-0900	CASE	n/a	12 rolls	$22.50	4	$ 90.00
A-5	Toilet Seat Cover, half-fold, self-disposing, biodegradable, 100% recycled w/ min. 20% post consumer waste, Green Seal GS-1 or UL EcoLogo 175. 250 sheets per sleeve w/ 20 sleeves per case (5,000 covers per case).Toilet Seat Cover, half-fold, self-disposing, biodegradable, 100% recycled w/ min. 20% post consumer waste, Green Seal GS-1 or UL EcoLogo 175. 250 sheets per sleeve w/ 20 sleeves per case (5,000 covers per case).		SUNNYCARE 5800	CASE	n/a	5000 covers	$42.70	20	$ 854.00
A-6	Towels, roll, **"EcoSoft" #31400 by Wausau; NO SUBSTITUTES.** Controlled roll, 8" x 800', 100% recycled w/ 50% post consumer waste, Green Seal GS-1 or UL EcoLogo 175. Six (6) rolls per caseTowels, roll, **"EcoSoft" #31400 by Wausau; NO SUBSTITUTES.** Controlled roll, 8" x 800', 100% recycled w/ 50% post consumer waste, Green Seal GS-1 or UL EcoLogo 175. Six (6) rolls per case	Wausau	EcoSoft #31400	CASE	n/a	6 rolls	$34.75	420	$ 14,595.00

Bidder Name: ABE JANITORIAL SUPPLY INC.

A-7	Towels, multifold. **"EcoSoft" #48000 by Wausau; NO SUBSTITUTES.** 9-1/8" x 9-1/2" flat. 250 towels per wrapped pack, 16 packs per case.Towels, multifold, **"EcoSoft" #48000 by Wausau; NO SUBSTITUTES.** 9-1/8" x 9-1/2" flat. 250 towels per wrapped pack, 16 packs per case.	Wausau	EcoSoft #48000	CASE	n/a	16 packs	$16.49	336	$ 5,540.64
A-8	Towels, single-fold. **"EcoSoft" #47000 by Wausau; NO SUBSTITUTES.** 9" x 10" flat. 250 towels per wrapped pack, 16 packs per case.Towels, single-fold, **"EcoSoft" #47000 by Wausau; NO SUBSTITUTES.** 9" x 10" flat. 250 towels per wrapped pack, 16 packs per case.	Wausau	EcoSoft #47000	CASE	n/a	16 packs	$16.95	92	$ 1,559.40
A-9	Wipers, roll. **"Wypall X80" #41055 by Kimberly-Clark; OR EQUIVALENT.** 12-1/2" x 13-3/8", roll length 530 ft., 475 towels per roll. Wipers, roll, **"Wypall X80" #41055 by Kimberly-Clark; OR EQUIVALENT.** 12-1/2" x 13-3/8", roll length 530 ft., 475 towels per roll.		Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____	ROLL	n/a	1 roll	$58.98	36	$ 2,123.28
A-10	Wipers, flat. **"Wypall X60" #34015 by Kimberly-Clark; OR EQUIVALENT.** 12-1/2" x 16-7/8". 180 wipers per case.Wipers, flat. **"Wypall X60" #34015 by Kimberly-Clark; OR EQUIVALENT.** 12-1/2" x 16-7/8". 180 wipers per case.		Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____	CASE	n/a	180 wipers	$16.65	122	$ 2,031.30
Percentage off of your catalog price for			25%					**TOTAL =**	$ 62,440.08

CATEGORY B: GLOVES

(ITEMS B-1 THROUGH B-6 WILL BE AWARDED IN THE AGGREGATE)

Item No.	Description	Manufacturer	Product Name / Manufacturer number	Sales Unit (e.g. each, case, box, etc.)	Gloves per box	Boxes per shipping case (informational purposes only)	Bid Price in US dollars for Sales Unit	Estimated Annual Usage (Sales Unit)	Extended Price (Price for Sales Unit X Annual Usage)
B-1	Gloves. Lifeguard #1202; OR EQUIVALENT. Natural rubber latex, 4.7 mil, small, 9.5" length. 100 ambidextrous gloves per box.		Product Name: _____ Part Number: _____	BOX	100	10	$4.89	200	$ 978.00
B-2	Gloves. Lifeguard #1203; OR EQUIVALENT. Natural rubber latex, 4.7 mil, medium, 9.5" length. 100 ambidextrous gloves per box.		Product Name: _____ Part Number: _____	BOX	100	10	$4.89	444	$ 2,171.16
B-3	Gloves. Lifeguard #1204; OR EQUIVALENT. Natural rubber latex, 4.7 mil, large, 9.5" length. 100 ambidextrous gloves per box.		Product Name: _____ Part Number: _____	BOX	100	10	$4.89	452	$ 2,210.28
B-4	Gloves. Lifeguard #1205; OR EQUIVALENT. Natural rubber latex, 4.7 mil, extra-large, 9.5" length. 100 ambidextrous gloves per box.		Product Name: _____ Part Number: _____	BOX	100	10	$4.89	164	$ 801.96
B-5	Gloves. SSS #GNPRLG; OR EQUIVALENT. Nitrile, 6.0 mil, large. 100 ambidextrous gloves per box.		Product Name: _____ Part Number: _____	BOX	100	10	$4.10	80	$ 328.00

B-6	Gloves, **SSS #GVEPXL; OR EQUIVALENT.** Vinyl, 5.0 mil, **extra-large.** 100 ambidextrous gloves per box.		Product Name: _____ Part Number: _____	BOX	100	10	$5.35	34	$ 181.90
	Percentage off of your catalog price for		25%					**TOTAL =**	$ 6,671.30

CATEGORY C: PERSONAL CARE

(ITEMS C-1 THROUGH C-7 WILL BE AWARDED BY LINE OR IN THE AGGREGATE AT PURCHASER'S DISCRETION)

Item No.	Description	Manufacturer	Product Name / Manufacturer number	Sales Unit (e.g. each, case, box, etc.)	Size of Container in Sales Unit (e.g. 1 gal or 2.5L)	Number of items per Sales Unit	Bid Price in US dollars per Sales Unit	Estimated Annual Usage (by Sales Unit)	Extended Price (Price for Sales Unit x Est Annual Usage)
C-1	Soap, foam, **Aero Blue #34183 by Deb or SSS #34087; OR EQUIVALENT.** Green Seal Non-clogging, anti-drip. GS-41 or UL 2784. 1 liter recyclable container.		Product Name: DEB Part Number: 57220	EACH	1 liter	6	$6.99	256	$ 1,789.44
C-2	Soap, foam, **Aero Green #53111 by Deb; OR EQUIVALENT.** Antibacterial w/ triclosan. Non-clogging, anti-drip. Green Seal GS-41 or UL 2784. 1 liter recyclable container.		Product Name: DEB Part Number: 57250	EACH	1 liter	8	$7.99	32	$ 255.68
C-3	Soap, bar, **Dial #910; OR EQUIVALENT.** Deodorant, unscented. 3.5 to 4.0 oz., individually wrapped. 72 bars per case.		Product Name: _____ Part Number: _____	CASE	3.5 to 4.0 oz.	72	$62.00	6	$ 372.00
C-4	Hand Sanitizer, **Purell #3659; OR EQUIVALENT.** 70% ethyl alcohol. 12 oz. container; 12 containers per case.		Product Name: _____ Part Number: _____	CASE	12 oz	12	$54.50	20	$ 1,090.00
C-5	Tampons, **Tampex HOS T500; NO SUBSTITUTES.** Original, regular absorbent, packaged in vending tube, 5-1/8" x 11/16". 500 per case.	Tampex	HOS T500 Tampons	CASE	n/a	500	$65.00	2	$ 130.00
C-6	Liners, **SSS / RMC #25025088; OR EQUIVALENT.** Disposable feminine hygiene liners, waxed #77 paper, folded double seam, undercut opening, for use in RMC dispenser. 500 per case.		Product Name: _____ Part Number: _____	CASE	n/a	500	$22.50	4	$ 90.00
C-7	Tissues, lens cleaners, **MD #8574 GM; OR EQUIVALENT.** Pre-moistened, non-silicone, anti-static, neutral pH, 5" x 8" folded. 100 individually wrapped tissues in a dispenser-style box.		Product Name: _____ Part Number: _____	BOX	n/a	100	$14.65	54	$ 791.10
	Percentage off of your catalog price for		25%					**TOTAL =**	$ 4,518.22

CATEGORY D: TRASH CAN LINERS

(ITEMS D-1 THROUGH D-11 WILL BE AWARDED IN THE AGGREGATE)

Item No.	Description	Manufacturer	Product Name / Manufacturer number	Sales Unit (e.g. each, case, box, etc.)Sales Unit (e.g. each, case, box, etc.)Sales Unit (e.g. each, case, box, etc.)	Number of bags per Sales Unit	Bid Price in US dollars per Sales Unit	Estimated Annual Usage (by Sales Unit)	Extended Price (Price for Sales Unit x Est Annual Usage)

D-1	Liner, 24" x 23" clear, 7-10 gallon capacity, **0.8 mil** LLDPE, 80% recycled w/ 10% post consumer resin. 500 bags per case.Liner, 24" x 23" clear, 7-10 gallon capacity, **0.8 mil** LLDPE, 80% recycled w/ 10% post consumer resin. 500 bags per case.Liner, 24" x 23" clear, 7-10 gallon capacity, **0.8 mil** LLDPE, 80% recycled w/ 10% post consumer resin. 500 bags per case.		Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____	CASE	500	$ 22.20	70	$ 1,554.00
D-2	Liner, 24" x 23" clear, 7-10 gallon capacity, **1.0 mil** LLDPE, 80% recycled w/ 10% post consumer resin. 500 bags per case.Liner, 24" x 23" clear, 7-10 gallon capacity, **1.0 mil** LLDPE, 80% recycled w/ 10% post consumer resin. 500 bags per case.Liner, 24" x 23" clear, 7-10 gallon capacity, **1.0 mil** LLDPE, 80% recycled w/ 10% post consumer resin. 500 bags per case.		Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____	CASE	500	$ 25.50	72	$ 1,836.00
D-3	Liner, 33" x 39" clear, 33 gallon capacity, **1.5 mil** LLDPE, 80% recycled w/ 10% post consumer resin 125 bags per case.Liner, 33" x 39" clear, 33 gallon capacity, **1.5 mil** LLDPE, 80% recycled w/ 10% post consumer resin. 125 bags per case.Liner, 33" x 39" clear, 33 gallon capacity, **1.5 mil** LLDPE, 80% recycled w/ 10% post consumer resin. 125 bags per case.		Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____	CASE	125	$ 22.22	60	$ 1,333.20
D-4	Liner, 43" x 47" clear, 56 gallon capacity, **1.7 mil** LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case.Liner, 43" x 47" clear, 56 gallon capacity, **1.7 mil** LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case.Liner, 43" x 47" clear, 56 gallon capacity, **1.7 mil** LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case.		Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____	CASE	100	$ 29.50	88	$ 2,596.00
D-5	Liner, 38" x 58" clear, 60 gallon capacity, **1.7 mil** LLDPE, 80% recycled w/ 10% post consumer resin. 50 bags per case.Liner, 38" x 58" clear, 60 gallon capacity, **1.7 mil** LLDPE, 80% recycled w/ 10% post consumer resin. 50 bags per case.Liner, 38" x 58" clear, 60 gallon capacity, **1.7 mil** LLDPE, 80% recycled w/ 10% post consumer resin. 50 bags per case.		Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____	CASE	50	$ 32.35	14	$ 452.90

D-6	Liner, 43" x 48" clear, 56 gallon capacity, **2.0 mil** LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case.Liner, 43" x 48" clear, 56 gallon capacity, **2.0 mil** LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case.Liner, 43" x 48" clear, 56 gallon capacity, **2.0 mil** LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case.		Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____	CASE	100	$ 35.68	124	$ 4,424.32
D-7	Liner, 33" x 39" clear, 33 gallon capacity, **1.5 mil** LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case.Liner, 33" x 39" clear, 33 gallon capacity, **1.5 mil** LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case.Liner, 33" x 39" clear, 33 gallon capacity, **1.5 mil** LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case.		Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____	CASE	100	$ 17.75	240	$ 4,260.00
D-8	Liner, 33" x 39" clear, 33 gallon capacity, **2.0 mil** LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case.Liner, 33" x 39" clear, 33 gallon capacity, **2.0 mil** LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case.Liner, 33" x 39" clear, 33 gallon capacity, **2.0 mil** LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case.		Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____	CASE	100	$ 25.87	306	$ 7,916.22
D-9	Liner, 40" x 46" clear, 40-45 gallon capacity, **1.5 mil** LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case.Liner, 40" x 46" clear, 40-45 gallon capacity, **1.5 mil** LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case.Liner, 40" x 46" clear, 40-45 gallon capacity, **1.5 mil** LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case.		Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____	CASE	100	$ 26.64	160	$ 4,262.40
D-10	Liner, 40" x 46" clear, 40-45 gallon capacity, **2.0 mil** LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case.Liner, 40" x 46" clear, 40-45 gallon capacity, **2.0 mil** LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case Liner, 40" x 46" clear, 40-45 gallon capacity, **2.0 mil** LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case.		Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____	CASE	100	$ 29.75	198	$ 5,890.50

D-11	Liner. 40" x 48" clear, 40-45 gallon capacity, **2.0 mil** LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case.Liner. 40" x 48" clear, 40-45 gallon capacity, **2.0 mil** LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case.Liner. 40" x 48" clear, 40-45 gallon capacity, **2.0 mil** LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case.		Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____	CASE	100	$ 31.98	216	$ 6,907.68
Percentage off of your catalog price for			25%				TOTAL =	$ 41,433.22

CATEGORY E: BRUSHES, MOPS, RAGS, SPONGES, & WIPES
(ITEMS E-1 THROUGH E-16 WILL BE AWARDED BY LINE OR IN THE AGGREGATE AT PURCHASER'S DISCRETION)

Item No.	Description	Manufacturer	Product Name / Manufacturer number	Sales Unit (e.g. each, case, box, etc.) Sales Units (e.g. each, case, box, etc.)	Bid Price in US dollars per Sales Unit	Estimated Annual Usage (by Sales Unit)	Extended Price (Price for Sales Unit x Est Annual Usage)
E-1	Brush. **Carlisle #40674; OR EQUIVALENT.** Toothbrush-style utility brush w/ nylon bristles, 7-1/4" length x 1/2" width w/ 1/2" bristle trim.Brush. **Carlisle #40674; OR EQUIVALENT.** Toothbrush-style utility brush w/ nylon bristles, 7-1/4" length x 1/2" width w/ 1/2" bristle trim.		Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____	EACH	$ 1.85	12	$22.20
E-2	Brush. **MD Brush #373804; OR EQUIVALENT.** Wire brush w/ handle, 13" length.Brush. **MD Brush #373804; OR EQUIVALENT.** Wire brush w/ handle, 13" length.		Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____	EACH	$ 4.99	94	$469.06
E-3	Cloth. **SSS Next Gen #19094; OR EQUIVALENT.** Glass cleaning microfiber, 16" x 16". Pack of 12.Cloth. **SSS Next Gen #19094; OR EQUIVALENT.** Glass cleaning microfiber, 16" x 16". Pack of 12.		Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____	PACK	$ 18.00	6	$108.00
E-4	Broom. **SSS Duo Sweep #14048; OR EQUIVALENT.** Lobby broom, plastic w/ handle, 2 handle positions, flagged bristles, 11" width w/ 4" bristles.Broom. **SSS Duo Sweep #14048; OR EQUIVALENT.** Lobby broom, plastic w/ handle, 2 handle positions, flagged bristles, 11" width w/ 4" bristles.		Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____	EACH	$ 7.75	24	$186.00
E-5	Mops. **SSS Value Plus #37112: OR EQUIVALENT.** Large, 1-1/4" headband looped end, bartacked single tailbind. 12 per case.Mops. **SSS Value Plus #37112: OR EQUIVALENT.** Large, 1-1/4" headband looped end, bartacked single tailbind. 12 per case.		Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____	CASE	$ 46.00	4	$184.00

E-6	Mops. **SSS Special Endless #37249; OR EQUIVALENT.** Dust mop refill, economy, slot pocket, 4-ply, endless twist yarn, 5" x 24".Mops. **SSS Special Endless #37249; OR EQUIVALENT.** Dust mop refill, economy, slot pocket, 4-ply, endless twist yarn, 5" x 24".	3"x24"	Product Name: PREMIER Part Number: 51324	EACH	$ 5.85	96	$561.60
E-7	Mops. **SSS #37373; OR EQUIVALENT.** Frame dust wire, nickel chrome plated, 5" x 24".Mops. **SSS #37373; OR EQUIVALENT.** Frame dust wire, nickel chrome plated, 5" x 24".	3"x24"	Product Name: _____ Part Number: _____Product Name: _____ Part Number: _____	EACH	$ 5.00	2	$10.00
E-8	Mops. **SSS #37833: OR EQUIVALENT.** Large, non-fraying looped 4-ply yarn, double tailwinds, 1/4" headband. 12 per case.Mops. **SSS #37833: OR EQUIVALENT.** Large, non-fraying looped 4-ply yarn, double tailwinds, 1/4" headband. 12 per case.	_____	Product Name: _____ Part Number: _____Product Name: _____ Part Number: _____	CASE	$ 54.00	12	$648.00
E-9	Mops. **SSS Level Best II #36264; OR EQUIVALENT.** Medium finish mop, continuous filament nylon yarn, looped end w/ tailbind, 1-1/4" headband.Mops. **SSS Level Best II #36264; OR EQUIVALENT.** Medium finish mop, continuous filament nylon yarn, looped end w/ tailbind, 1-1/4" headband.	_____	Product Name: _____ Part Number: _____Product Name: _____ Part Number: _____	EACH	$ 9.35	6	$56.10
E-10	Mops. **Premier #50660 or Unisan #1360; OR EQUIVALENT.** Dust mop heads, washable high-grade cotton, cut end, 4-ply, keyhole style, 5" x 60".Mops. **Premier #50660 or Unisan #1360; OR EQUIVALENT.** Dust mop heads, washable high-grade cotton, cut end, 4-ply, keyhole style, 5" x 60".	_____	Product Name: Premier Part Number: 50660	EACH	$ 16.34	20	$326.80
E-11	Mops. **Unisan #1336; OR EQUIVALENT.** Dust mop head, washable high-grade cotton, cut end, 4-ply, keyhole style, 5" x 36".Mops. **Unisan #1336; OR EQUIVALENT.** Dust mop head, washable high-grade cotton, cut end, 4-ply, keyhole style, 5" x 36".	_____	Product Name: _____ Part Number: _____	EACH	$ 13.50	2	$27.00
E-12	Mop bucket. **SSS #16002; OR EQUIVALENT.** 35 quart capacity, side press metal wringer, 3" non-marking casters, accommodates mop sizes 12-32 oz.Mop bucket. **SSS #16002; OR EQUIVALENT.** 35 quart capacity, side press metal wringer, 3" non-marking casters, accommodates mop sizes 12-32 oz.	_____	Product Name: _____ Part Number: _____Product Name: _____ Part Number: _____	EACH	$ 55.00	18	$990.00
E-13	Rags. **A&A Wiping Clothes #W35; OR EQUIVALENT.** T-shirt rags. 25 lbs. per case.Rags. **A&A Wiping Clothes #W35; OR EQUIVALENT.** T-shirt rags. 25 lbs. per case.	_____	Product Name: _____ Part Number: _____Product Name: _____ Part Number: _____	CASE	$ 33.66	48	$1,615.68

E-14	Rags. **A&A Wiping Clothes #W12255; OR EQUIVALENT.** Terry cloth rags. 20 lbs. per case.Rags. **A&A Wiping Clothes #W12255; OR EQUIVALENT.** Terry cloth rags. 20 lbs. per case.		Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____	CASE	$ 42.40	20	$848.00
E-15	Sponge. **SSS Duty #75122; OR EQUIVALENT.** Scrubbing w/ green pad, medium, 6-1/8" x 3-5/8" x 3/4". 20 per case.		Product Name: _____ Part Number: _____	CASE	$ 13.99	104	$1,454.96
E-16	Toilet Bowl Mop. **Impact #200; OR EQUIVALENT.** Deluxe, 1 oz. mop head w/ acid-resistant polypropylene strands, polypropylene I-beam 12" handle, 14-1/8" L x 5-3/4" W x 5-3/4" H.		Product Name: _____ Part Number: _____	EACH	$ 0.99	88	$87.12
Percentage off of your catalog price for			25%			**TOTAL =**	$7,594.52

CATEGORY F- CARPET CARE & FLOOR CLEANERS

(ITEMS F-1 THROUGH F-18 WILL BE AWARDED BY LINE OR IN THE AGGREGATE AT PURCHASER'S DISCRETION)

Item No.	Description	Manufacturer	Product Name / Manufacturer number	Sales Unit (e.g. each, case, box, etc.) Sales Unit (e.g. each, case, box, etc.)	Size of Container In Sales Unit (e.g. 1 gal or 2.5L)	Diluted gallons (medium soil)	Bid Price in US dollars per Sales Unit	Estimated Annual Usage (by Sales Unit)	Extended Price (Price for Sales Unit x Est Annual Usage)
F-1	Baseboard Stripper. **SSS Baseboard Stripper #05298; OR EQUIVALENT.** Wax and built-up finish stripper, paint and plastic safe. 18 oz. aerosol spray canister w/ 12 canisters per case.Baseboard Stripper. **SSS Baseboard Stripper #05298; OR EQUIVALENT.** Wax and built-up finish stripper, paint and plastic safe. 18 oz. aerosol spray canister w/ 12 canisters per case.		Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____	EACH	18 oz.	n/a	$3.99	24	$ -
F-2	Carpet Cleaner. **3M Twist 'n' Fill #20200; OR EQUIVALENT.** No-rinse, low foaming formula for use with mop or automatic scrubber. Must be GS-37 or UL-2795 certified. 2-liter bottle yields 207 gallons w/ 6 bottles per case.Carpet Cleaner. **3M Twist 'n' Fill #20200; OR EQUIVALENT.** No-rinse, low foaming formula for use with mop or automatic scrubber. Must be GS-37 or UL-2795 certified. 2-liter bottle yields 207 gallons w/ 6 bottles per case.		Product Name: SSS Navigator Part Number: SSS 13159	EACH	2-liter	231.5	$45.00	2	$ 90.00
F-3	Carpet Cleaner. **Fridays Steam Out #7919; OR EQUIVALENT.** Extraction carpet cleaner, non-residual. 1 gallon bottle w/ 4 bottles per case.Carpet Cleaner. **Fridays Steam Out #7919; OR EQUIVALENT.** Extraction carpet cleaner, non-residual. 1 gallon bottle w/ 4 bottles per case.		Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____	EACH	1 gallon	n/a	$9.89	120	$ 1,186.80
F-4	Carpet Cleaner. **Racine Industries Host #4hb; NO SUBSTITUTES.** Biobased dry extraction. GS-37 certified. 12 lb. box.Carpet Cleaner. **Racine Industries Host #4hb; NO SUBSTITUTES.** Biobased dry extraction. GS-37 certified. 12 lb. box.	**Racine Industries**	**Host 4hb**	BOX	12 lbs.	n/a	$48.00	2	$ 96.00

F-5	Carpet Cleaner. **SSS Heavy-Duty #05032; OR EQUIVALENT.** Cleans and degreases, localized spot remover. 15 oz. aerosol spray canister w/ 12 canisters per case.Carpet Cleaner. **SSS Heavy-Duty #05032; OR EQUIVALENT.** Cleans and degreases, localized spot remover. 15 oz. aerosol spray canister w/ 12 canisters per case.		Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____	CANISTER	15 oz.	n/a	$4.65	24	$	111.60
F-6	Carpet Cleaner. **SSS N-Capsul-8 #48072; OR EQUIVALENT.** Encapsulating, low moisture dry non-sticky crystal, no-rinse. UL EcoLogo certified. 1 gallon bottles w/ 4 per case.Carpet Cleaner. **SSS N-Capsul-8 #48072; OR EQUIVALENT.** Encapsulating, low moisture dry non-sticky crystal, no-rinse. UL EcoLogo certified. 1 gallon bottles w/ 4 per case.		Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____	EACH	1 gallon	n/a	$24.85	8	$	198.80
F-7	Floor Cleaner. **Fridays Speed Kleen #1604; OR EQUIVALENT.** Neutral pH, no rinse, cleans and brightens hard floor surfaces. 1 gallon bottles w/ 4 bottles per case.Floor Cleaner. **Fridays Speed Kleen #1604; OR EQUIVALENT.** Neutral pH, no rinse, cleans and brightens hard floor surfaces. 1 gallon bottles w/ 4 bottles per case.		Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____	CASE	1 gallon	n/a	$6.95	48	$	333.60
F-8	Floor Conditioner. **Johnson Diversey Easy Paks #90685; NO SUBSTITUTES.** Neutralizes alkaline residue, urine and other odors on hard floor, grout, and carpet. 1-1/2 oz. packets, 90 per tub w/ 2 tubs per case.Floor Conditioner. **Johnson Diversey Easy Paks #90685; NO SUBSTITUTES.** Neutralizes alkaline residue, urine and other odors on hard floor, grout, and carpet. 1-1/2 oz. packets, 90 per tub w/ 2 tubs per case.	Johnson - Diversey	Easy Paks 90685	CASE	180 packets	pre-measured	$49.98	4	$	199.92
F-9	Floor Finisher. **Fridays Dura Shine #9879; OR EQUIVALENT.** High gloss. 1 gallon bottles w/ 4 bottles per case.Floor Finisher. **Fridays Dura Shine #9879; OR EQUIVALENT.** High gloss. 1 gallon bottles w/ 4 bottles per case.		Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____	CASE	1 gallon	n/a	$13.75	24	$	330.00
F-10	Floor Finisher. **Johnson Diversey Aquaria #4117724; NO SUBSTITUTES.** Resilient floors, ready-to-use. Must be GS-40 or UL-2777 certified. 2.5 liter j-fill bottle w/ 6 per case.Floor Finisher. **Johnson Diversey Aquaria #4117724; NO SUBSTITUTES.** Resilient floors, ready-to-use. Must be GS-40 or UL-2777 certified. 2.5 liter j-fill bottle w/ 6 per case.	Johnson - Diversey	Aquaria 4972026	CASE	2.5 liter	n/a, RTU	$138.00	10	$	1,380.00
F-11	Floor Finisher. **SSS Legacy #48052; OR EQUIVALENT.** Metal free floor seal and finish, UL EcoLogo certified. 1 gallon bottle w/ 4 bottles per case.Floor Finisher. **SSS Legacy #48052; OR EQUIVALENT.** Metal free floor seal and finish, UL EcoLogo certified. 1 gallon bottle w/ 4 bottles per case.		Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____	CASE	1 gallon	n/a	$23.85	4	$	95.40

F-12	Floor Finisher. **SSS Slam Dunk 25 #48084; OR EQUIVALENT.** Ultra High Solids UHS system. 2.5 gallon bottle w/ 2 bottles per case.Floor Finisher. **SSS Slam Dunk 25 #48084; OR EQUIVALENT.** Ultra High Solids UHS system. 2.5 gallon bottle w/ 2 bottles per case.		Product Name: Part Number: Product Name: Part Number:	EACH	2.5 gallon	n/a	$55.75	2	$ 111.50
F-13	Floor Prespray and Bonnet Cleaner. **SSS PreTreat Plus #48005; OR EQUIVALENT.** Ultra-low residue, safe on all types of carpet. 1 gallon bottles w/ 4 bottles per case.Floor Prespray and Bonnet Cleaner. **SSS PreTreat Plus #48005; OR EQUIVALENT.** Ultra-low residue, safe on all types of carpet. 1 gallon bottles w/ 4 bottles per case.		Product Name: Part Number: Product Name: Part Number:	EACH	1 gallon	n/a	$14.98	8	$ 119.84
F-14	Floor Sealer. **Johnson Diversey Freedom SC #04630; NO SUBSTITUTES.** Non-ammoniated, solvenated. 2.5 liter j-fill bottle w/ 6 per case.	Johnson - Diversey	Freedom SC 04630	CASE	2.5 liter	n/a	$35.36	6	$ 212.16
F-15	Floor Sealer. **SSS Baseline #48086; OR EQUIVALENT.** Acrylic, never yellows, excellent leveling, slip resistance 0.5 min. by ASTM D2047, removable w/ conventional strippers, coverage 1000-2000 sq. ft./gal. 2.5 gallon w/ 2 per case.		Product Name: Part Number:	EACH	2.5 gallon	1,500 gallons	$29.99	12	$ 359.88
F-16	Floor Stripper. **Fridays Speed Stripper #8840; OR EQUIVALENT.** Removes floor finish, mop or machine applicable. 5-gallon pail.		Product Name: Part Number:	EACH	5 gallon	n/a	$59.98	16	$ 959.68
F-17	Floor Stripper. **Johnson Diversey Bravo #04576; NO SUBSTITUTES.** Non-ammoniated for use on resilient and non-resilient floors. 5 gallon box.	Johnson - Diversey	Bravo 04576	BOX	5 gallon	n/a	$65.65	4	$ 262.60
F-18	Floor Stripper. **SSS Pit Stop #05298; OR EQUIVALENT.** Heavy duty for mechanical stripping, non-ammoniated, low foam, biodegradable, no abrasives. 2.5 gallon bottle w/ 2 bottles per case.		Product Name: Part Number:	EACH	2.5 gallon	n/a	$23.68	4	$ 94.72
Percentage off of your catalog price for			25%					TOTAL =	$ 6,142.50

CATEGORY G: CLEANERS, DEODORIZERS, AND DISINFECTANTS

(ITEMS G-1 THROUGH G-33 WILL BE AWARDED BY LINE OR IN THE AGGREGATE AT PURCHASER'S DISCRETION)

Item No.	Description	Manufacturer	Product Name / Manufacturer number	Sales Unit (e.g. each, case, box, etc.)Sales Unit (e.g. each, case, box, etc.)Sales Unit (e.g. each, case, box, etc.)	Size of Container In Sales Unit (e.g. 1 gal or 2.5L)	Diluted gallons (medium soil)	Bid Price in US dollars per Sales Unit	Estimated Annual Usage (by Sales Unit)	Extended Price (Price for Sales Unit x Est Annual Usage)

G-1	Absorbent. **Bid D D-Vour #164 or SSS Absorbent Powder #08049; OR EQUIVALENT.** Free-flowing powder, transforms liquids into odorless semi-solids, non-toxic, biodegradable, water soluble. 16 oz. canister w/ 6 canisters per case.Absorbent. **Bid D D-Vour #164 or SSS Absorbent Powder #08049; OR EQUIVALENT.** Free-flowing powder, transforms liquids into odorless semi-solids, non-toxic, biodegradable, water soluble. 16 oz. canister w/ 6 canisters per case.Absorbent. **Bid D D-Vour #164 or SSS Absorbent Powder #08049; OR EQUIVALENT.** Free-flowing powder, transforms liquids into odorless semi-solids, non-toxic, biodegradable, water soluble. 16 oz. canister w/ 6 canisters per case.		Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____	CASE	16 oz. canister	n/a	$9.98	2	$ 19.96
G-2	Air Freshener. **SSS OmniAir #74361; NO SUBSTITUTES.** Odor management, 60 to 90 days, citrus scent. 6 canisters per case.Air Freshener. **SSS OmniAir #74361; NO SUBSTITUTES.** Odor management, 60 to 90 days, citrus scent. 6 canisters per case.Air Freshener. **SSS OmniAir #74361; NO SUBSTITUTES.** Odor management, 60 to 90 days, citrus scent. 6 canisters per case.	SSS	OmniAir 74361	CASE	regular	n/a	$55.75	6	$ 334.50
G-3	Bleach, Liquid. **Klk Pure Bright #Bleach6; OR EQUIVALENT.** Industrial, chlorine-free. 1 gallon bottle w/ 6 bottles per case.Bleach, Liquid. **Klk Pure Bright #Bleach6; OR EQUIVALENT.** Industrial, chlorine-free. 1 gallon bottle w/ 6 bottles per case.Bleach, Liquid. **Klk Pure Bright #Bleach6; OR EQUIVALENT.** Industrial, chlorine-free. 1 gallon bottle w/ 6 bottles per case.		Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____	CASE	1 gallon	n/a	$12.65	194	$ 2,454.10
G-4	Bleach, Powder. **Dial Borateem #00145; OR EQUIVALENT.** Chlorine-free. 5 lb. pail.Bleach, Powder. **Dial Borateem #00145; OR EQUIVALENT.** Chlorine-free. 5 lb. pail.Bleach, Powder. **Dial Borateem #00145; OR EQUIVALENT.** Chlorine-free. 5 lb. pail.		Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____	EACH	5 lbs.	n/a	$15.75	16	$ 252.00
G-5	Cleaner. **3M #22-4730-2; OR EQUIVALENT.** 44L concentrate, mild acid, removes soap scum and scale from bathroom surfaces, hard surface. Green Seal GS-37 certified. 2-liter bottle.Cleaner. **3M #22-4730-2; OR EQUIVALENT.** 44L concentrate, mild acid, removes soap scum and scale from bathroom surfaces, hard surface. Green Seal GS-37 certified. 2-liter bottle.Cleaner. **3M #22-4730-2; OR EQUIVALENT.** 44L concentrate, mild acid, removes soap scum and scale from bathroom surfaces, hard surface. Green Seal GS-37 certified. 2-liter bottle.		Product Name: SSS Navigator Part Number: #14	EACH	2-liter	48 Gallons	$40.00	22	$ 880.00

G-6	Cleaner. **Colgate-Palmolive Ajax #14278; OR EQUIVALENT.** Silica-based oxygen bleach powder. 21 oz. canister w/ 24 canisters per case.Cleaner. **Colgate-Palmolive Ajax #14278; OR EQUIVALENT.** Silica-based oxygen bleach powder. 21 oz. canister w/ 24 canisters per case.Cleaner. **Colgate-Palmolive Ajax #14278; OR EQUIVALENT.** Silica-based oxygen bleach powder. 21 oz. canister w/ 24 canisters per case.		Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____	CASE	21 oz.	n/a	$1.65	32	$ 52.80
G-7	Cleaner. **Clorox Pine Sol #35418; OR EQUIVALENT.** Biodegradable phosphate-free liquid disinfectant and deodorizer. 144 oz. bottle w/ 3 bottles per case.Cleaner. **Clorox Pine Sol #35418; OR EQUIVALENT.** Biodegradable phosphate-free liquid disinfectant and deodorizer. 144 oz. bottle w/ 3 bottles per case.Cleaner. **Clorox Pine Sol #35418; OR EQUIVALENT.** Biodegradable phosphate-free liquid disinfectant and deodorizer. 144 oz. bottle w/ 3 bottles per case.		Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____	CASE	144 oz.	n/a	$32.35	28	$ 905.80
G-8	Cleaner. **Johnson Diversey Alpha-HP #3401512; NO SUBSTITUTES.** #52 multi-purpose. Green Seal GS-37 certified. 2.5 liter j-fill bottle w/ 2 bottles per case.Cleaner. **Johnson Diversey Alpha-HP #3401512; NO SUBSTITUTES.** #52 multi-purpose. Green Seal GS-37 certified. 2.5 liter j-fill bottle w/ 2 bottles per case.Cleaner. **Johnson Diversey Alpha-HP #3401512; NO SUBSTITUTES.** #52 multi-purpose. Green Seal GS-37 certified. 2.5 liter j-fill bottle w/ 2 bottles per case.	Johnson - Diversey	Alpha-HP 3401512	CASE	2.5 liter	n/a	$90.00	8	$ 720.00
G-9	Cleaner. **Johnson Diversey Crew #3172650; NO SUBSTITUTES.** #44 bathroom and scale remover. Green Seal GS-37 certified. 2.5 liter j-fill bottle w/ 2 bottles per case.Cleaner. **Johnson Diversey Crew #3172650; NO SUBSTITUTES.** #44 bathroom and scale remover. Green Seal GS-37 certified. 2.5 liter j-fill bottle w/ 2 bottles per case.Cleaner. **Johnson Diversey Crew #3172650; NO SUBSTITUTES.** #44 bathroom and scale remover. Green Seal GS-37 certified. 2.5 liter j-fill bottle w/ 2 bottles per case.	Johnson - Diversey	Crew 3172650	CASE	2.5 liter	n/a	$90.00	6	$ 540.00
G-10	Cleaner. **Enzyme-X; OR EQUIVALENT.** Liquid. 1 gallon bottle.Cleaner. **Enzyme-X; OR EQUIVALENT.** Liquid. 1 gallon bottle.Cleaner. **Enzyme-X; OR EQUIVALENT.** Liquid. 1 gallon bottle.		Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____	EACH	1 gallon	n/a	$13.50	120	$ 1,620.00

G-11	Cleaner. **Champion MPC #CPN 640; OR EQUIVALENT.** No-rinse neutral multi-purpose. 1 gallon bottle w/ 4 bottles per case.Cleaner. **Champion MPC #CPN 640; OR EQUIVALENT.** No-rinse neutral multi-purpose. 1 gallon bottle w/ 4 bottles per case.Cleaner. **Champion MPC #CPN 640; OR EQUIVALENT.** No-rinse neutral multi-purpose. 1 gallon bottle w/ 4 bottles per case.		Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____	CASE	1 gallon	n/a	$8.00	18	$ 144.00
G-12	Cleaner. **Sheila Shine #SS-10; NO SUBSTITUTES.** Stainless steel polish and surface preservative. 10 oz. aerosol canister.Cleaner. **Sheila Shine #SS-10; NO SUBSTITUTES.** Stainless steel polish and surface preservative. 10 oz. aerosol canister.Cleaner. **Sheila Shine #SS-10; NO SUBSTITUTES.** Stainless steel polish and surface preservative. 10 oz. aerosol canister.	Sheila Shine	SS-10	EACH	10 oz.	n/a	$6.50	144	$ 936.00
G-13	Cleaner. **P&G Spic and Span #8056; OR EQUIVALENT.** All-purpose, powder, non-phosphate, cleans grease stains, mold and mildew, and counter stains. 27 oz. box w/ 12 boxes per case.Cleaner. **P&G Spic and Span #8056; OR EQUIVALENT.** All-purpose, powder, non-phosphate, cleans grease stains, mold and mildew, and counter stains. 27 oz. box w/ 12 boxes per case.Cleaner. **P&G Spic and Span #8056; OR EQUIVALENT.** All-purpose, powder, non-phosphate, cleans grease stains, mold and mildew, and counter stains. 27 oz. box w/ 12 boxes per case.		Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____	CASE	27 oz.	n/a	$6.50	20	$ 130.00
G-14	Deodorizer. **3M Fresh Scent #23896; OR EQUIVALENT.** 13L Concentrate, low flow for use in filling bottles. 2-liter bottle w/ 6 bottles per case.Deodorizer. **3M Fresh Scent #23896; OR EQUIVALENT.** 13L Concentrate, low flow for use in filling bottles. 2-liter bottle w/ 6 bottles per case.		Product Name: SSS Navigator Part Number: #10	EACH	2-liter	32 gallons	$49.50	14	$ 693.00
G-15	Deodorizer. **Clean Control Odor Ban #911062-G4; OR EQUIVALENT.** Odor eliminator. 1 gallon bottle w/ 4 bottles per case.Deodorizer. **Clean Control Odor Ban #911062-G4; OR EQUIVALENT.** Odor eliminator. 1 gallon bottle w/ 4 bottles per case.		Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____	EACH	1 gallon	32 gallons	$13.75	50	$ 687.50
G-16	Detergent, Laundry. **Lagasse Low-50; OR EQUIVALENT.** Low-foam. 50 lb. pail.Detergent, Laundry. **Lagasse Low-50; OR EQUIVALENT.** Low-foam. 50 lb. pail.		Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____	EACH	50 lbs.	n/a	$65.00	8	$ 520.00

G-17	Disinfectant. **3M Quat #17-9553-3; OR EQUIVALENT.** #5 quaternary cleaner, concentrate, twist 'n' fill low flow for use in filling bottles. 2-liter bottle.Disinfectant. **3M Quat #17-9553-3; OR EQUIVALENT.** #5 quaternary cleaner, concentrate, twist 'n' fill low flow for use in filling bottles. 2-liter bottle.		Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____	EACH	2-liter	127 gallons	$39.99	14	$ 559.86
G-18	Disinfectant. **WSD&D Lemon Kontrol: OR EQUIVALENT.** 1 gallon bottle w/ 4 bottles per case.Disinfectant. **WSD&D Lemon Kontrol: OR EQUIVALENT.** 1 gallon bottle w/ 4 bottles per case.		Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____	CASE	1 gallon	n/a	$48.00	20	$ 960.00
G-19	Disinfectant. **Reckitt Benckiser Lysol #359979; OR EQUIVALENT.** Kills viruses and bacteria. 19 oz. aerosol canister w/ 12 canisters per case.Disinfectant. **Reckitt Benckiser Lysol #359979; OR EQUIVALENT.** Kills viruses and bacteria. 19 oz. aerosol canister w/ 12 canisters per case.		Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____	CASE	19 oz.	n/a	$80.00	20	$ 1,600.00
G-20	Disinfectant. **Reckitt Benckiser Lysol #78915; OR EQUIVALENT.** Mold and mildew remover with bleach. 32 oz. bottle w/ trigger sprayer; 12 bottles per case.Disinfectant. **Reckitt Benckiser Lysol #78915; OR EQUIVALENT.** Mold and mildew remover with bleach. 32 oz. bottle w/ trigger sprayer; 12 bottles per case.		Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____	CASE	32 oz.	n/a	$60.00	10	$ 600.00
G-21	Disinfectant. **Spartan NABC #711603; OR EQUIVALENT.** Non-caustic, non-acidic. 32 oz. bottle.Disinfectant. **Spartan NABC #711603; OR EQUIVALENT.** Non-caustic, non-acidic. 32 oz. bottle.		Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____	EACH	32 oz.	n/a	$3.00	24	$ 72.00
G-22	Disinfectant. **CASE #13028; OR EQUIVALENT.** Quaternary, virucide. 1 gallon bottle.Disinfectant. **CASE #13028; OR EQUIVALENT.** Quaternary, virucide. 1 gallon bottle.		Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____	EACH	1 gallon	n/a	$11.50	10	$ 115.00
G-23	Disinfectant. **SSS Pleascent Clean #13007; OR EQUIVALENT.** Hospital grade, non-acidic. 32 oz. bottle.Disinfectant. **SSS Pleascent Clean #13007; OR EQUIVALENT.** Hospital grade, non-acidic. 32 oz. bottle.		Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____	EACH	32 oz.	n/a	$3.00	48	$ 144.00

G-24	Disinfectant. **SSS Pleascent Neutra Shine #13025; OR EQUIVALENT.** Quaternary cleaner, neutral pH. 1 gallon bottle.Disinfectant. **SSS Pleascent Neutra Shine #13025; OR EQUIVALENT.** Quaternary cleaner, neutral pH. 1 gallon bottle.		Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____	EACH	1 gallon	64 gallons	$11.00	62	$ 682.00
G-25	Disinfectant. **Johnson Diversey Virex II #4329; NO SUBSTITUTIONS.** #5 quaternary, germicidal. 2.5 liter j-fill bottle w/ 2 bottles per case.Disinfectant. **Johnson Diversey Virex II #4329; NO SUBSTITUTIONS.** #5 quaternary, germicidal. 2.5 liter j-fill bottle w/ 2 bottles per case.	Johnson - Diversey	Virex II 4329	CASE	2.5 liter	n/a	$80.00	18	$ 1,440.00
G-26	Glass Cleaner. **Johnson Wax Glance #3172641; NO SUBSTITUTIONS.** #2 non-ammoniated, streak-free. 2.5 liter j-fill bottle w/ 2 bottles per case.Glass Cleaner. **Johnson Wax Glance #3172641; NO SUBSTITUTIONS.** #2 non-ammoniated, streak-free. 2.5 liter j-fill bottle w/ 2 bottles per case.	Johnson Wax	Glance 3172641	CASE	2.5 liter	1:40 dilution	$85.00	16	$ 1,360.00
G-27	Glass Cleaner. **SSS Blue #13065; OR EQUIVALENT.** Glass and surface cleaner, ammonia-based, non-streaking. 1 quart bottle w/ trigger sprayer w/ 4 bottles per case.Glass Cleaner. **SSS Blue #13065; OR EQUIVALENT.** Glass and surface cleaner, ammonia-based, non-streaking. 1 quart bottle w/ trigger sprayer w/ 4 bottles per case.		Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____	CASE	1 quart	n/a	$3.00	26	$ 78.00
G-28	Graffiti Remover. **Fridays #11323; OR EQUIVALENT.** Formulated for use on concrete, masonry, and stone, removes paint, crayon, marking inks, and grease. 32 oz. container w/ 12 container per case.Graffiti Remover. **Fridays #11323; OR EQUIVALENT.** Formulated for use on concrete, masonry, and stone, removes paint, crayon, marking inks, and grease. 32 oz. container w/ 12 container per case.		Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____	CASE	32 oz.	n/a	$8.00	48	$ 384.00
G-29	Gum Remover. **3M #70-0711-6282-3; OR EQUIVALENT.** RTU liquid formulated to remove chewing gum, wax, and adhesives. 8 oz. bottle.Gum Remover. **3M #70-0711-6282-3; OR EQUIVALENT.** RTU liquid formulated to remove chewing gum, wax, and adhesives. 8 oz. bottle.		Product Name: _____ Part Number: _____ Product Name: _____ Part Number: _____	EACH	8 oz.	n/a	$14.00	24	$ 336.00
G-30	Spray Bottle. Chemical resistant HDPE clear or milky white plastic w/ both ounces and millimeters marked, standard adjustable nozzle included, .9mL output.		Product Name: _____ Part Number: _____	EACH	32 oz. capacity	n/a	$0.55	472	$ 259.60
G-31	Spray Bottle, Nozzle. Replacement trigger nozzle for 32 oz. bottle, 9-1/2" length on draw, (Item G-30).		Product Name: _____ Part Number: _____	EACH	n/a	n/a	$1.00	48	$ 48.00
G-32	Toilet Bowl Ring Remover. **Blast #1102; OR EQUIVALENT.** 32 oz. container.		Product Name: _____ Part Number: _____	EACH	32 oz.	n/a	$7.00	48	$ 336.00

G-33	Unnal Screens. SSS #08030; OR EQUIVALENT. Flexible, flat. 12 screens per package.		Product Name: _____ Part Number: _____	PACK	n/a	n/a	$15.00	12	$ 180.00
Percentage off of your catalog price for			25%					TOTAL =	$ 20,044.12

GRAND TOTAL (Categories A - G)	$ 148,843.96

MUST BE POSTED IN CONSPICUOUS PLACE

74542

SACRAMENTO

BUSINESS OPERATIONS TAX CERTIFICATE

		FROM Mo. Day Yr.	TO Mo. Day Yr.
Business Name	ABE JANITORIAL SPLY & EQP INC		
Business Address	6015 POWER INN RD		
Owner	HUSSEIN J NABAHANI	10/01/2013	09/30/2014
Type of Business	SALES/RENTALS FLOOR MACHINES	CITY OF SACRAMENTO	Expires
Tax Classification	401		

OCT 16 2013

ABE JANITORIAL SPLY & EQP INC
6015 POWER INN RD
SACRAMENTO, CA 95824-2320

PAID VOID IF NOT VALIDATED

This certificate is not to be construed as a business license or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation to the contrary is fraudulent. (This certificate must be renewed within 30 days of expiration).

Abe

Abe

ABEJA-1 OP ID: SE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/06/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Leland Insurance Agency, Inc.
License #0E67731
910 Florin Rd., Ste. 108
Sacramento, CA 95831-3573
Richard Herscowitz-0C23469
Phone: 916-428-1309
Fax: 916-428-1403

CONTACT NAME: Leland Insurance Agency Inc.
PHONE (A/C, No, Ext): 916-428-1309 FAX (A/C, No): 916-428-1403
E-MAIL ADDRESS: contact@lelandins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Indemnity Company	25682
INSURER B: Employers Insurance Company	25402
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Abe Janitorial Supply Inc.
Sam Nabahani
5420 Florin Perkins Road #200
Sacramento, CA 95826

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			680-1D870280	05/24/14	05/24/15	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N [Y]	N/A	EIG2090013	05/01/14	05/01/15	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
							BUILDING PROPERTY	2,987,000 380,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

For those operations that pertain to the insured / Certificate Holder is named as Additional Insured per Blanket AI Form #CGD105(04/94)/Waiver of Subrogation is applicable under policy form #CG2404/EXCLUDED OFFICERS: Hussein Nabahani and Waleed Nabahani on Workers Compensation
REVISED - 5/6/14*

CERTIFICATE HOLDER

ABEJAN6

City of Sacramento
c/o Ebix RCS
Ref #106-Z342092
PO Box 257
Portland, MI 48875-0257

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD® VEHICLE OR EQUIPMENT CERTIFICATE OF INSURANCE

DATE (MM/DD/YYYY): 09/26/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

This form is used to report coverages provided to a single specific vehicle or equipment. Do not use this form to report liability coverage provided to multiple vehicles under a single policy. Use ACORD 25 for that purpose.

PRODUCER
StateFarm
NORMAN W LA MARR
5030 LAGUNA BLVD SUITE 106
ELK GROVE CA 95758

CONTACT NAME: LAURA SILVA
PHONE (A/C, No, Ext): 916-689-3276 FAX (A/C, No): 916-691-1166
E-MAIL ADDRESS: LAURA.SILVA.J8S7@STATEFARM.COM
PRODUCER CUSTOMER ID #:

INSURED
ABE JANITORIAL SUPPLY
5420 FLORIN PERKINS RD #200
SACRAMENTO CA 95826

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	

DESCRIPTION OF VEHICLE OR EQUIPMENT

YEAR	MAKE / MANUFACTURER	MODEL	BODY TYPE	VEHICLE IDENTIFICATION NUMBER
2003	INTERNATIONAL	4300	BOX	1HTMMAAM53H578875

DESCRIPTION: SERIAL NUMBER:

COVERAGES

CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICY(IES) OF INSURANCE LISTED BELOW HAS/HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD(S) INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICY(IES) DESCRIBED HEREIN IS/ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY(IES).

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		[X] VEHICLE LIABILITY	068 4260-D25-55G	10/25/2014	10/25/2015	COMBINED SINGLE LIMIT	$ 1 MILLION
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE	$
		GENERAL LIABILITY				EACH OCCURENCE	$
		[ ] OCCURRENCE				GENERAL AGGREGATE	$
		[ ] CLAIMS MADE					$

INSR LTR	LOSS PAYEE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS / DEDUCTIBLE	
		[X] VEH COLLISION LOSS				[X] ACV [ ] AGREED AMT	$ LIMIT
						[ ] [ ] STATED AMT	$ 500 DED
		[X] VEH COMP [ ] VEH OTC				[X] ACV [ ] AGREED AMT	$ LIMIT
						[ ] [ ] STATED AMT	$ 100 DED
		PROPERTY				[ ] ACV [ ] AGREED AMT	$ LIMIT
		[ ] BASIC [ ] BROAD				[ ] RC [ ] STATED AMT	$ DED
		[ ] SPECIAL [ ]				[ ]	
		[ ]					

REMARKS (INCLUDING SPECIAL CONDITIONS / OTHER COVERAGES) (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ADDITIONAL INTEREST

Select one of the following:

[X] The additional interest described below has been added to the policy(ies) listed herein by policy number(s).
[ ] A request has been submitted to add the additional interest described below to the policy(ies) listed herein by policy number(s).

VEHICLE / EQUIPMENT INTEREST: [ ] LEASED [ ] FINANCED

NAME AND ADDRESS OF ADDITIONAL INTEREST
CITY OF SACRAMENTO
915 I ST FL2
SACRAMENTO CA 95814-2604

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

DESCRIPTION OF THE ADDITIONAL INTEREST
[X] ADDITIONAL INSURED [ ] LOSS PAYEE
[ ] LENDER'S LOSS PAYEE

LOAN / LEASE NUMBER

AUTHORIZED REPRESENTATIVE

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ABEJA-1 OP ID: SE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/06/14

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PRODUCER Leland Insurance Agency, Inc. License #0E67731 910 Florin Rd., Ste. 108 Sacramento, CA 95831-3573 Richard Herscowitz-0C23469 Phone: 916-428-1309 Fax: 916-428-1403	CONTACT NAME: Leland Insurance Agency Inc. PHONE (A/C, No, Ext): 916-428-1309 FAX (A/C, No): 916-428-1403 E-MAIL ADDRESS: contact@lelandins.com
INSURED Abe Janitorial Supply Inc. Sam Nabahani 5420 Florin Perkins Road #200 Sacramento, CA 95826	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Travelers Indemnity Company — 25682 INSURER B: Employers Insurance Company — 25402 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		EIG2090013	05/01/14	05/01/15	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
							BUILDING PROPERTY	2,987,000 360,500

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REVISED - 5/6/14*

CERTIFICATE HOLDER

ABEJAN6

City of Sacramento
c/o Ebix RCS
Ref #106-Z342092
PO Box 257
Portland, MI 48875-0257

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Back to Report Table of Contents

nto

Tax ID # if applicable:

Requires Council Approval: ☐ No ☒ YES **Meeting:** 10/28/2014

☐ Real Estate ☐ Other Party Signature Needed ☐ Recording Requested

General Information

Type: Commodity **PO Type: Formal Bid-Commodity**	**Attachment: Original No.:**
$ Not to Exceed: $ 558,495	**Original Doc Number:**
Other Party: SAC VAL JANITORIAL SUPPLY, INC.	**Certified Copies of Document:**
Project Name: Janitorial Supplies	**Deed:** ☐ None ☐ Included ☐ Separate
Project Number: none Bid Transaction #: B15061511002	E/SBE-DBE-M/WBE: LBE waive

Department Information

Department: Finance — Division: Procurement Services

Project Mgr: Gary O'Neill — Supervisor: Craig Lymus

Contract Services: - Date: 09/24/2014 — Division Mgr: Craig Lymus

Phone Number: 916-808-7432 — Org Number: 06001511

Comment:

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	Gary O'Neill	9/24/2014
Accounting:	—	—
Contract Services:	—	—
Supervisor:	CBS	9/26/14
Division Manager:	CBS	9/26/14
City Attorney	Signature or Initial	Date
City Attorney:	DW	10/7/14

☐ Send Interoffice Mail ☐ Notify for Pick Up

Authorization	Signature or Initial	Date
Choose Director Department Director:		
City Mgr: yes ☒ No ☐		

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, is not part of the contract. (01-01-09)

For City Clerk Processing

Finalized:
Initial:

Date:

Imaged:
Initial:

Date:

Received:
(City Clerk Stamp Here)

FOR CITY USE ONLY

The Bid was opened on JULY 23, 2014.

Bid Bond Required: [X] No; [ ] Yes - Amount: $ _____

Received: [ ] Cashiers or Certified Check drawn on a California bank; [ ] Surety Bond

_____
City Clerk

CONTRACT AWARD

Bid Items Included in the Contract: All Items, unless otherwise specified below

Specify: See attached, Exhibit A, "Low Bidder Per Item"

Contract Not-to-Exceed Amount: $ 558,495

Award Date: 10/28/2014

CONTRACT APPROVAL

Approved as to Form:	Approved:	Attest:
_____	_____	_____
City Attorney	City Manager (Or Authorized Designee)	City Clerk

SAC VAL JANITORIAL SUPPLY

Exhibit A - Low Bidder Per Item

Item No.	Description	Substitute allowed?	Brand	Low bidder	Delivery Days	Amount	Sales Unit	Annual Use	Annual total
A-1	Toilet Paper	No	Eco Soft	Abe Janitorial	2	$ 34.98	case	130	$ 4,547.40
A-2	Toilet Paper	No	Eco Soft	Abe Janitorial	2	$ 35.98	case	742	$ 26,697.16
A-3	Toilet Paper, tree free	Yes	Waxie Kleenline	Waxie's	2	$ 27.99	case	134	$ 3,750.66
A-4	Toilet Paper, jumbo	Yes	Tehtung	Sac Val	1	$ 21.00	case	4	$ 84.00
A-5	Toilet Seat Cover	Yes	Eco Soft	Unisource	2	$ 46.76	case	20	$ 935.20
A-6	Towels, roll	No	Eco Soft	Abe Janitorial	2	$ 34.75	case	420	$ 14,595.00
A-7	Towels, multifold	No	Eco Soft	Abe Janitorial	2	$ 16.49	case	336	$ 5,540.64
A-8	Towels, single-fold	No	Eco Soft	Abe Janitorial	2	$ 16.95	case	92	$ 1,559.40
A-9	Wipers, roll	Yes	Hospeco	Sac Val	2	$ 36.25	roll	36	$ 1,305.00
A-10	Wipers, flat	Yes	Brighton	Staples	1	$ 10.88	case	122	$ 1,327.36
B-1 thru B-6	Gloves, award in aggregate	Yes	Tradex International	Staples	1	$ 4,989.40	lot	--	$ 4,989.40
C-1	Soap, foam	Yes	GoJo	Staples	1	$ 3.66	1 liter	256	$ 936.96
C-2	Soap, foam	Yes	GoJo	Staples	1	$ 3.66	1 liter	32	$ 117.12
C-3	Soap, bar	Yes	Dial	Unisource	2	$ 48.87	case	6	$ 293.22
C-4	Hand sanitizer	Yes	GoJo	Waxie's	2	$ 50.59	case	20	$ 1,011.80
C-5	Tampons	No	Tampex	Waxie's	2	$ 52.11	case	2	$ 104.22
C-6	Liners, feminine	Yes	Rochester Midland	Unisource	2	$ 13.51	case	4	$ 54.04
C-7	Tissues, lens cleaners	Yes	Bausch&Lomb SightSavers	Sac Val	2	$ 9.12	box	54	$ 492.48
D-1 thru D-11	Trash can liners, award in aggregate	Yes	Republic	Sac Val	2	$38,191.42	lot	--	$ 38,191.42
E-1	Brush, utility	Yes	Carlisle	Waxie's	2	$ 0.92	each	12	$ 11.04
E-2	Brush, wire	Yes	Carlisle	Waxie's	2	$ 1.81	each	94	$ 170.14
E-3	Cloth, glass-cleaning	Yes	Impact	Waxie's	2	$ 7.13	pack	6	$ 42.78
E-4	Broom	Yes	Carlisle	Waxie's	2	$ 2.40	each	24	$ 57.60
E-5	Mop heads, wet	Yes	Carlisle	Waxie's	2	$ 6.20	case	4	$ 24.80
E-6	Mop heads, dry	Yes	Premier	Abe Janitorial	2	$ 5.85	each	96	$ 561.60
E-7	Mop frame	Yes	Rubbermaid	Sac Val	2	$ 2.01	each	2	$ 4.02
E-8	Mop, wet	Yes	SSS	Abe Janitorial	2	$ 54.00	case	12	$ 648.00
E-9	Mops, finish	Yes	Premier	Waxie's	2	$ 5.60	each	6	$ 33.60
E-10	Mop heads, dust	Yes	Odell	Staples	1	$ 10.50	each	20	$ 210.00

Exhibit A - Low Bidder Per Item

E-11	Mop heads, dust	Yes	Odell	Staples	1	$	5.15	each	2	$	10.30
E-12	Mop bucket	Yes	Rubbermaid	Sac Val	2	$	47.00	each	18	$	846.00
E-13	Rags	Yes	Wiper Central	Waxie's	2	$	16.67	case	48	$	800.16
E-14	Rags	Yes	A&A Wiping Clothes	Unisource	2	$	19.63	case	20	$	392.60
E-15	Sponge	Yes	SSS	Abe Janitorial	2	$	13.99	case	104	$	1,454.96
E-16	Toilet bowl mop	Yes	Impact	Waxie's	2	$	0.55	each	88	$	48.40
F-1	Baseboard stripper	Yes	Green Edge Off	Waxie's	2	$	2.81	each	24	$	67.44
F-2	Carpet cleaner	Yes	Staples Brand Group	Staples	1	$	6.35	each	2	$	12.70
F-3	Carpet cleaner	Yes	Formula Sac Val Pure Clean	Sac Val	2	$	8.00	each	120	$	960.00
F-3 alt	Carpet cleaner	Yes	UWW X-Tractor	Unisource	2	$	27.40	case/4	30	$	822.00
F-4	Carpet cleaner	No	Racine	Waxie's	2	$	28.80	box	2	$	57.60
F-5	Carpet cleaner	Yes	Amrep	Staples	1	$	2.74	canister	24	$	65.76
F-6	Carpet cleaner	Yes	Waxie-Green Encapsulating	Waxie's	2	$	12.79	each	8	$	102.32
F-7	Floor cleaner	Yes	Fridays Speed Kleen	Abe Janitorial	2	$	6.95	case/4	48	$	333.60
F-8	Floor conditioner	No	Johnson Diversey Easy Paks	Sac Val	2	$	40.05	case	4	$	160.20
F-9	Floor finisher	Yes	Fridays Dura Shine	Abe Janitorial	2	$	13.75	case/4	24	$	330.00
F-10	Floor finisher	No	Johnson Diversey Aquaria	Unisource	2	$	83.63	case	10	$	836.30
F-11	Floor finisher	Yes	SSS Legacy	Abe Janitorial	2	$	23.85	case/4	4	$	95.40
F-12	Floor finisher	Yes	Diversey Amplify	Unisource	2	$	13.10	each	2	$	26.20
F-13	Floor prespray	Yes	Staples Brand Group	Staples	1	$	7.23	each	8	$	57.84
F-14	Floor sealer	No	Johnson Diversey Freedom SC	Abe Janitorial	2	$	35.36	case	6	$	212.16
F-15	Floor sealer	Yes	W300 Undercoater & Sealer	Waxie's	2	$	47.15	each	6	$	282.90
F-16	Floor stripper	Yes	Waxie W400	Waxie's	2	$	21.02	each	16	$	336.32
F-17	Floor stripper	No	Johnson Diversey Bravo	Unisource	2	$	41.16	box	4	$	164.64
F-18	Floor stripper	Yes	SSS Pit Stop	Abe Janitorial	2	$	23.68	each	4	$	94.72
G-1	Absorbent	Yes	Lagasse	Staples	1	$	6.62	case	2	$	13.24
G-2	Air Freshener	No	OmniAir	Staples	1	$	49.99	case	6	$	299.94
G-3	Bleach, liquid	Yes	Waxie's	Waxie's	2	$	1.55	case	194	$	300.70
G-4	Bleach, powder	Yes	Proctor & Gamble	Staples	1	$	9.65	each	16	$	154.40
G-5	Cleaner	Yes	3M 44L	Unisource	2	$	16.36	each	40	$	654.40
G-6	Cleaner	Yes	Lagasse	Staples	1	$	0.98	case	32	$	31.36
G-7	Cleaner	Yes	Staples Brand Group	Staples	1	$	7.88	case	28	$	220.64
G-8	Cleaner	No	Johnson-Diversey Alpha HP	Unisource	2	$	59.49	case	8	$	475.92

Exhibit A - Low Bidder Per Item

G-9	Cleaner	No	Johnson-Diversey Crew	Unisource	2	$	57.57	case	6	$	345.42
G-10	Cleaner	Yes	Formula Sac Val Bio Clean	Sac Val	2	$	6.90	each	120	$	828.00
G-11	Cleaner	Yes	Champion MPC	Abe Janitorial	2	$	8.00	case	18	$	144.00
G-12	Cleaner	No	Sheila Shine	Waxie's	2	$	5.04	each	144	$	725.76
G-13	Cleaner	Yes	Spic and Span	Abe Janitorial	2	$	6.50	case	20	$	130.00
G-14	Deodorizer	Yes	Staples Brand Group	Staples	1	$	9.71	each	15	$	145.65
G-15	Deodorizer	Yes	Waxie Spring Clean	Waxie's	2	$	6.42	each	50	$	321.00
G-16	Detergent, laundry	Yes	Staples Brand Group	Staples	1	$	14.80	each	8	$	118.40
G-17	Disinfectant	Yes	3M Neutral Quat 23L	Unisource	2	$	4.39	each	14	$	61.46
G-18	Disinfectant	Yes	Staples Brand Group	Staples	1	$	7.79	case	20	$	155.80
G-19	Disinfectant	Yes	Amrep	Staples	1	$	27.75	case	20	$	555.00
G-20	Disinfectant	Yes	Lagasse SA Lag Lysol mildew	Waxie's	2	$	36.92	case	10	$	369.20
G-21	Disinfectant	Yes	Spartan NABC	Unisource	2	$	1.81	each	24	$	43.44
G-22	Disinfectant	Yes	Staples Brand Group	Staples	1	$	7.79	each	10	$	77.90
G-23	Disinfectant	Yes	Diversey Crew	Sac Val	2	$	1.75	each	48	$	84.00
G-24	Disinfectant	Yes	Waxie Spring Clean	Waxie's	2	$	6.42	each	62	$	398.04
G-25	Disinfectant	No	Johnson-Diversey Virex II	Sac Val	2	$	46.20	case	18	$	831.60
G-26	Glass cleaner	No	Johnson Wax Glance	Unisource	2	$	53.98	case	16	$	863.68
G-27	Glass cleaner	Yes	Diversey	Staples	1	$	2.20	case	26	$	57.20
G-28	Graffiti remover	Yes	Fridays #11323	Abe Janitorial	2	$	8.00	case	48	$	384.00
G-29	Gum remover	Yes	UWW Gum Off	Unisource	2	$	2.90	each	24	$	69.60
G-30	Spray bottle	Yes	Impact	Staples	1	$	0.50	each	472	$	236.00
G-31	Spray bottle nozzle	Yes	Impact	Waxie's	2	$	0.39	each	48	$	18.72
G-32	Toilet bowl ring remover	Yes	UWW Vortex	Unisource	2	$	1.67	each	48	$	80.16
G-33	Urinal screens	Yes	UWW Bulls Eye	Unisource	2	$	8.34	pack	12	$	100.08

CITY OF SACRAMENTO

Invitation For Bid (IFB)

and

Contract Specifications for **Supplies**

Bid Number:	**B15061511002**
Bid Name:	**Janitorial Supplies and Equipment**

Bids must be received prior to 2:00 PM on:

Wednesday	**07/23/2014**

Bids must be submitted to:

OFFICE OF THE CITY CLERK
5TH FLOOR PUBLIC COUNTER
915 I STREET, NEW CITY HALL
SACRAMENTO, CA 95814

Bidder to complete the following information:

Bidder Name:	SAC VAL JANITORIAL SUPPLY, INC.
Address:	2421 DEL MONTE STREET
City, State, ZIP code:	WEST SACRAMENTO, CA. 95691
Contact name:	CHRISTY UNDERWOOD
Contact phone number:	916-231-0584
Contact email address:	CHRISTY@SACVAL.COM

Note: *All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.*

SECTION I

BID INSTRUCTIONS AND REQUIREMENTS

6.) Pre-Bid Meeting

☐ No ☒ Yes, attendance is optional

Date:	**07/09/2014**
Time:	**2:00 PM**
Location name:	City Of Sacramento – New City Hall*
Address:	915 I Street
Bldg./Floor/Room:	2nd Floor, Room CH2105
City:	Sacramento CA 95814

* Photo ID is required to gain admittance to the building. There is a charge for parking.

7.) Bond Information*

Bid:	☒ Not required	☐ YES, required (a)	%
Payment:	☒ Not required	☐ YES, required	%
Performance:	☒ Not required	☐ YES, required (b)	%

(a) Pursuant to City Code section 3.56.150 and 3.56.190

(b) Pursuant to City Code section 3.56.200

8.) Timeframe

Number of days that Bid is valid:	Ninety (90)
Anticipated start date of contract*:	10/01/2014
Duration of contract:	Two (2) years; not-to-exceed five (5) years with renewals
Contract renewal information:	Three (3) additional one year renewals

*The Sacramento City Council must approve this purchase/contract before any supplies may be purchased.

9.) Workers' Compensation Insurance Waiver of Subrogation

Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTOR.

☐ **NO** ☒ **YES**

Refer to Section II, Subsection 11, for insurance requirements.

10.) City Code

All provisions of Chapter 3.56 of the City Code are applicable to any Bid submitted or contract awarded.

11.) Equipment

If equipment is Bid, it shall be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated by the City.

12.) Payment Discount

Payment discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Payment discounts offered for payment in twenty (20) or more days shall be subtracted from the total Bid price for the purposes of Bid evaluation. Any payment discount offered by the successful Bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.

13.) Bid Submission

a.) Bidders are required to submit an original Bid, including all required attachments and addenda, per City Code section 3.56.140.

b.) Bid document form shall be received by the City Clerk's Office by the date and time indicated on the cover page of this Bid document. Failure to do so will cause the late or mis-addressed Bid to be rejected.

c.) All Bids must show the full legal name of the firm submitting the Bid and must be on these official Bid document forms.

d.) Bid responses must be written in ink, printed by typewriter or computer generated. Responses made in pencil may not be considered.

e.) All Bids shall be signed in ink by a representative of the firm who is authorized to bind the firm to the terms and conditions of this Bid and possible resulting contract.

f.) Alternate Bids are invalid unless invited by the City in this Bid document. *All Bid submissions are subject to rejection when unsolicited alternate Bids are submitted.*

g.) Bids must be sealed in an appropriate envelope, package, or container and include the Bid name and number and the name and address of the Bidder on the outside of said package.

h.) No Bidder shall have interest in more than one Bid (submit more than one Bid solicitation) as stated in City Code section 3.56.13.

i.) Bidders and other interested parties are invited to be present at the opening of the Bids at a time immediately following the Bid submission deadline. Bids will be opened, in public, in the Hearing Room on the 2nd floor of Historic City Hall, 915 I Street. Sacramento, CA 95814. Photo ID will be required for admission to the building.

14.) Rejection of Bids

The right to reject any and all Bids is reserved by the City in its absolute discretion.

15.) City's rights and options

The City reserves the right to:

a.) waive any informalities or minor irregularities, as determined in its sole discretion, in connection with the Bidding process or any of the Bids received.

b.) award in whole or in part.

c.) reject all partial Bids.

d.) reject any or all Bids or make no award.

e.) issue subsequent Invitation For Bids.

f.) approve or disprove the use of any particular SubContractors and/or suppliers.

g.) accept a Bidder's signed offer and issue a purchase order or purchase orders directly to the Bidder based upon the specifications, pricing, and terms and conditions offered in the response to this Bid solicitation.

16.) Bid Evaluation

a.) In determining the amount Bid by each Bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the Bid. When such a mathematical error appears on the face of the Bid, the City shall have the right to correct such error and to compute the total amount Bid by the Bidder on the basis of the corrected figure or figures.

b.) When an item price is required to be set forth in the Bid, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the City's estimate of the quantity to be provided or performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the intent of the Bid process. The total paid for each such item of work shall be based upon the item price and not the total price.

c.) Should the Bid contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by City's estimate of the estimated quantities to be provided or performed.

d.) If the Bid contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Bid shall be disregarded.

e.) If Prospective Bidders are bidding an item "or equal" the Bidders shall list the manufacturer's name and product number of the item offered in the space provided. If such information is not provided, it will be assumed that the Bidder is offering the exact item specified. The City's decision as to whether an item is an equal to the item specified shall be final.

17.) Determination of Lowest Responsible Bidder

Pursuant to Sacramento City Code 3.56.020, the lowest responsible Bidder shall be determined as follows:

In determining whether a Bidder is responsible, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the Bidder; (ii) the ability, capacity and skill of the Bidder to perform the contract or effectuate the transaction; (iii) the ability of the Bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgment, experience and efficiency of the Bidder; (v) the quality of the Bidder's performance on previous purchases by, or contracts with, the City; (vi) the ability of the Bidder to provide future maintenance, repair parts and services for the supplies provided.

b.) Based on the information provided in the bids, the City Council or the City Manager, as the case may be, shall identify those bids that are subject at the time of bid opening to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the City Code. The lowest responsible Bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. This deduction shall be in addition to the application of any bid price preferences authorized by subsection c, below.

c.) The City Council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including but not limited to, preferences to promote the participation and utilization of local business enterprises, energy conservation and sustainability in the City's contracting for supplies and nonprofessional services. The lowest responsible Bidder shall be the responsible Bidder whose bid price is the lowest after all bid prices are calculated to include any such preferences. The calculation of such preferences shall be in addition to any deduction of sales or use tax required by subsection b, above.

18.) Pre-Award Conference

The apparent lowest responsible Bidder(s) may be required to attend a pre-award conference at a mutually acceptable time at which requirements of the Contract will be reviewed. At that time, samples of forms, reports etc., will be submitted by the Contractor for final approval.

19.) Award by Item or Group

The City reserves the right to increase or decrease quantities listed, make separate awards for any item, line-item or category/group of items to the lowest responsible bidders for such items or category/groups of items.

20.) Multiple Awards

The City reserves the right to make multiple awards in order to provide alternate sources to insure continuity of supply if meeting the City's requirements within an acceptable time period exceeds the capacity or capability of the primary Contractor(s).

21.) Contract Award Timeframe

Within ninety (90) days after the bid opening, a contract will be awarded by the City to the lowest responsible Bidder or Bidders, subject to the right of the City to reject all bids or waive informalities or minor irregularities, as it may deem proper. The time for awarding a contract may be extended in the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the Bidder objects to such extension in writing with his/her bid. The City may accept this bid offer by issuance of a Notice of Award Letter, Contract and/or a Purchase order covering award of said bid to Bidder at any time on or before the 90th day following the day that this official bid is opened by the City. This offer shall be irrevocable for 90 days after bid opening or 90 days after City Council awards the bid, whichever comes last, however this period may be extended by mutual agreement of both parties.

22.) Emergency / Declared Disaster Requirements

In the event of an emergency or if a City facility is declared a disaster area by the county, state or federal government, this contract may be subjected to unusual usage. The consultant/vendor/supplier shall service the City during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the consultant/vendor/supplier shall apply to serving the City's needs regardless of the circumstances. If the consultant/vendor/supplier is unable to supply the goods/services under the terms of the contract because of a disruption in its chain of supply or service, then the consultant/vendor/supplier shall provide proof of such disruption which may include, but not be limited to a copy of a letter from the source of supply or service stating reason for the disruption. Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted.

23.) Bid Protests

Bid protests must be filled and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Sections 3.60.460 through 3.60.560 of the Sacramento City Code shall be invalid and shall not be considered. A bid protest fee of $750.00 is required at the time of filing to be considered valid in accordance with City of Sacramento Resolution No. 2003-231 dated April 29, 2003. As used herein, the term "bid protest" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, or (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. Sections 3.60.460 - 3.60.560 of the Sacramento City Code are available at:

http://www.qcode.us/codes/sacramento/

SECTION II

LOCAL PROGRAMS AND PREFERENCES

1.) EQUAL BENEFITS ORDINANCE ("EBO") REQUIREMENTS

NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City Contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding $100,000.00. The Ordinance applies to that portion of a Contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to SubContractors or Subcontracts of any Contractor or Contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are

primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, which enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All Contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directly on a City contract, and, at the time of hire of each new employee, a copy of the notification provided as Attachment "A."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

ATTACHMENT B – EQUAL BENEFITS CODE

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

O Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814

O Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Procurement Services Division, at the same address, containing the details of the alleged violation.

2.) LOCAL BUSINESS ENTERPRISE ("LBE") PARTICIPATION REQIREMENTS

Waiver has been granted by the Economic Development Director for the Local Business Enterprise (LBE) participation requirement of 5% and does not apply to this bid.

3.) LOCAL BUSINESS SALES/USE TAX DEDUCTION

The Sacramento City Code requires the City to identify those bids that are subject to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the Sacramento City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. The current rate at which such local sales or use tax is received by the City is one percent (1%). **Therefore, in evaluating bids to determine the lowest responsible bidder, bids that are subject to this tax at the time of bid opening shall have an amount equal to one percent (1%) of the taxable total deducted from the bids.** This deduction shall be in addition to the application of any bid price preferences or other deductions authorized by the City Code. Such deductions shall be made for bid evaluation purposes only. Contract awards shall be made at the actual bid amount.

4.) SUSTAINABLE PURCHASING POLICY ("SPP")

The City has adopted a "Sustainable Procurement Policy" (SPP) and program. The goal is to encourage the procurement of products and services that help minimize environmental impact resulting from use and disposal of these products. Contractors are encouraged to offer Energy Star, Green Seal, UL EcoLogo, or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. City also encourages Contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this IFB. Contractors will offer products that have minimal virgin materials and maximum use of recycled products. Contractor must work with the City to attain these goals.

Notwithstanding the above, the Contractor agrees to supply the City of Sacramento with environmentally preferable and effective products in compliance with the specifications in this solicitation and provide services that help minimize environmental impact resulting from use and disposal of products specified in this bid.

The Contractor further agrees that its products specified in this bid do not contain any items, ingredients or components prohibited under the City's SPP Policy.

Council Resolution No. 2000-551 authorizes the use of incremental bid evaluation preferences up to a total not to exceed five percent (5%) of the total bid amount when evaluating the cost of products or services that represent the efforts to recycle and re-use sustainable and environmentally preferred products described in this policy. However, such bid preferences shall not exceed a total value of $50,000.00 on any single bid procurement bid preference.

ATTACHMENT A – EQUAL BENEFITS CODE

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On ..... (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for ..... (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination in Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

- Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:

  City of Sacramento
  Procurement Services Division
  915 I Street, Second Floor
  Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
  - Reinstatement, injunctive relief, compensatory damages and punitive damages
  - Reasonable attorney's fees and costs

The City may terminate this contract or take other appropriate actions if the Contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the City's SP Policy and requirements specified in the bid.

The City's SPP Policy is available on line at:

http://portal.cityofsacramento.org/Finance/Procurement/Sustainability-Options

Or by contacting the Procurement Services Division at (916) 808-6240.

SECTION III

GENERAL TERMS AND CONDITIONS

1.) Independent Contractor

a.) It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent Contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent Contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)

b.) It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

c.) If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and SubContractors.

d.) The provisions of this Section III Subsection 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section III Subsection 5, below.

2.) Licenses, Permits, Etc.

CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that is legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid

certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3.) Time

CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

4.) Contractor Not Agent

Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.

5.) Conflict of Interest

CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly nor indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or SubContractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.

6.) Confidentiality of City Information

During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section III Subsection 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7.) Contractor Information

a.) CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work

product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, Photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

b.) CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d.) The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8.) Standard of Performance

CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9.) Term; Suspension; Termination

a.) **Termination for Cause**. If the City determines that the Contractor's performance is not satisfactory, and notifies the Contractor of such determination in writing, the Contractor shall correct the unsatisfactory condition(s) within 5 days after receiving such notification. If the Contractor fails to correct the unsatisfactory condition(s) within 5 days, the City may declare the Contract terminated upon 30 days written notice and may, in the City's sole discretion, demand performance by the Contractor's surety, if any, or contract for performance of all or part of the remainder of Contract with another Contractor. In the event two such notices of unsatisfactory performance are given in any calendar year, and in the event that Contractor shall again fail to satisfactorily perform pursuant to the Contract, City may thereupon terminate the Contract immediately, with no prior notice. In the event of termination hereunder, the Contractor and/or its surety shall be liable and assessed for any and all costs for re-procurement and completion of the Contract.

b.) **Termination for Convenience**. The City may terminate the Contract, in whole or in part, for its convenience and without cause upon giving written notice to the Contractor. The City shall pay all reasonable costs associated with the Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with such termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned, or any other costs, which have not been incurred, as of the date of termination.

c.) **Termination After Completion Date**. If the Contractor fails to complete its performance of the Contract within the time specified in the Contract (including any approved extension of such time), if any, the Contract may be terminated and, in the event of such termination, the Contractor shall not be paid or allowed any further compensation for any costs incurred after such termination. The City may thereafter proceed to complete the Contract either by rebidding or otherwise, the Contractor and its surety, if any, shall be liable to the City for all loss or damage that the City may suffer on account of the Contractor's failure to complete the Contract on time. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

10.) Indemnity

a.) **Indemnity:** CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any SubContractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent Contractors who are directly responsible to CITY, except when such agents, servants, or independent Contractors are under the direct supervision and control of CONTRACTOR.

b.) **Insurance Policies; Intellectual Property Claims:** The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any

of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11.) Insurance Requirements

During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section III Subsection 11. The sole exception is for delivery of supplies via a common carrier.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

a.) Minimum Scope & Limits of Insurance Coverage

(1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

(2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

(3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars ($1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance or if required as indicated in the Bid Instructions.

b.) Additional Insured Coverage

(1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insured's as respects general liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR.

(2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insured's as respects auto liability.

c.) Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.

(3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

d.) Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY Risk Management Division in writing prior to execution of this Agreement.

e.) Verification of Coverage

(1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

(2) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR and/or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

f.) SubContractors

CONTRACTOR shall require and verify that all SubContractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12.) Equal Employment Opportunity

During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

a.) **Compliance With Regulations:** CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

b.) **Nondiscrimination:** CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of SubContractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

c.) **Solicitations for SubContractors, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential SubContractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

d.) **Information and Reports**: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

e.) **Sanctions for Noncompliance**: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

(1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;

(2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

f.) **Incorporation of Provisions**: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a SubContractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13.) Entire Agreement

The Contract Documents contain the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code. In the event of any conflict among the provisions of different Contract Documents, the conflict shall be resolved by giving precedence to the Contract Documents in the following order:

A. Post-Award Amendments.
B. Pricing Schedule(s), as corrected by City, if applicable.
C. Pre-Award Addenda
D. Special Provisions and Specifications.
E. Bid Instructions and Requirements

F. General Terms and Conditions
G. Technical Specifications and/or Plans

14.) Severability

If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15.) Waiver

Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

16.) Enforcement of Agreement

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

17.) Assignment Prohibited

The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.

18.) Binding Effect

This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section III, Subsection 17, above.

19.) Compliance with Laws

The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished pursuant to the Contract, including without limitation the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.

20.) Inspection

Merchandise will be inspected before acceptance by an authorized representative of the City of Sacramento for workmanship, appearance, proper functioning of all equipment and systems and conformance to all other requirements of the Contract. If deficiencies are found, it shall be the responsibility of the Contractor to pick up the merchandise, make necessary correction and

redeliver the merchandise for re-inspection and acceptance. Payment and/or commencement of discount period (if applicable) will not be made until corrective action has been made.

21.) Funding Availability

a.) The Contract is subject to the budget and fiscal provisions of the Charter and City Code of the City of Sacramento.

b.) The City's payment obligation under the Contract shall not at any time exceed the amount of funds appropriated and approved for such purpose by the Sacramento City Council.

c.) The Contract shall terminate without penalty at the end of the fiscal year in the event funds to make payment under the Contract are not appropriated and approved for such purpose by the City Council for the succeeding fiscal year. If such funds are appropriated for only a portion of the fiscal year this Contract shall terminate, without penalty, at the end of the term for which funds have been appropriated. In the event of such termination, the Contractor shall not be entitled to recover any costs incurred after termination, subject, further, to the limitation in Section III Subsection 21.B. of these General Conditions.

d.) Notwithstanding any provision of the Contract Documents to the contrary, this section shall govern over any other provision of the Contract.

22.) Inspection of Facilities

If requested by the City, the Contractor shall provide City with an inspection tour of Contractor's facilities at the location where the work under the Contract will be accomplished.

23.) Material Safety Data Sheets (MSDS) or (SDS)

It is mandatory for a manufacturer, supplier, or distributor, to supply a MSDS with the first shipment of hazardous material to each City location receiving the material. Also, at any time the content of a MSDS is revised, the vendor is required to provide new information relevant to the specific material to each City location receiving the material.

Contractor is to replace the MSDS with the appropriate Globally Harmonized System Safety Data Sheet (SDS) once the SDS becomes available.

24.) Notification of Material Changes in Business

Contractor agrees that if it experiences any material changes in its business including, without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition which may jeopardize the scheduled delivery or fulfillment of Contractor's contractual obligations to the City. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Procurement Services Division reserves the right at its sole discretion to terminate the Contract either for cause or for convenience as provided in Section 9 of these General Conditions.

25.) Payment and Invoicing

Unless otherwise specified in the Contract Documents, payment for services rendered or materials provided and accepted by City will be made monthly, in arrears, after receipt of a proper invoice.

26.) Protection of Existing Facilities

Contractor shall take every precaution to protect all public and private property during the performance of the Contract. Any damages caused by Contractor's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor.

27.) Guarantee

By submitting its bid, the Contractor guarantees that all merchandise delivered and/or work or services performed under the Contract shall meet the minimum requirements set forth herein. If it is determined by the City that the merchandise delivered or work or services performed do not meet the minimum requirements of the Contract, the Contractor shall be required to correct the same at Contractor's sole expense.

SECTION IV

SPECIAL PROVISIONS AND SPECIFICATIONS

1.) AUTHORIZED DISTRIBUTOR OR MANUFACTURER

The successful bidder warrants that they are an authorized distributor or manufacturer for all of the products that they sell to the City under this contract.

2.) BRAND NAME

a. Unless otherwise indicated, brand names and numbers, when used, are for reference to indicate the character or quality desired.

b. Equal items will be considered, provided offer clearly describes the merchandise. Offers for equal items shall state the brand name and manufacturer number. The determination of the Procurement Services Division as to what items are equal shall be final and conclusive.

c. When brand, number, or level of quality is not stated by the Contractor, it is understood that the offer is exactly as specified.

d. If submitting a proposal on a manufacturer's product other than that specified, Contractor must attach descriptive literature and specifications with the proposal.

e. If necessary, the burden of proof and cost of analysis to determine equality shall be that of the Contractor.

3.) CONTRACT PERIOD

Any contract(s) resulting from this proposal shall be effective for a two-year period starting from the date of award from City Council.

4.) COOPERATIVE PURCHASING

If mutually agreeable to both parties, the use of any resulting contract may be extended to other government agencies. It shall be understood that all terms and conditions as specified herein shall apply. The City of Sacramento will not be an agent, partner or representative of any other government agency as it relates to this specification and is not obligated or liable, including, but not limited to, payment for an order placed by any other government agency.

5.) DEFAULT BY CONTRACTOR

In case of default by Contractor, the City reserves the right to procure the articles or services from other sources and to hold the Contractor responsible for any excess costs occasioned to the City thereby.

6.) DELIVERY GUARANTEE

Contractor shall guarantee delivery of any contract item within 48 hours after receipt of order (ARO). Each weekend day or holiday within the time frame shall extend the delivery period per 24 hours. Emergency orders shall be delivered the same day, if placed prior to 10:00 a.m. Pacific Time, or next day if placed after 10:00 a.m. The City of Sacramento will solely determine an emergency order. Failure to comply with emergency orders may be cause for termination.

7.) DELIVERY HOURS

Delivery hours will vary for each facility. It is the responsibility of the Contractor to consult with each City facility to determine an optimum time for delivery

8.) DISPENSERS

The necessary amount and correct style of dispensers for each facility will be provided free-of-charge by the Contractor. Installation and repairs of the dispensers will be at the direction of the City. Dispensers that are no longer functional will be removed by the Contractor. Contractor may be asked to safely dispose of old dispensers in an ecologically-friendly manner.

9.) F.O.B./FREIGHT

All items are to be supplied F.O.B., Delivered, freight prepaid and allowed. Contractor will bear and pay freight charges at time of shipment and will hold title to goods up until they are received by the City of Sacramento at the shipping destination. Contractor will be responsible for filing all claims for damaged or lost goods.

10.) LABELING

All shipping cartons shall be labeled externally with the product number contained therein as well as the name of the product and the quantity contained in the carton.

11.) MODIFICATION OF CONTRACT

The City may order changes in the work herein required and may order extra work in connection with the performance of the contract and the Contractor may comply with such orders, except that:

A. If changes in requirements, reports, or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract will be increased or decreased by such amount as the Contractor and the Procurement Services Manager may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work.

B. No order for any alteration, modification, or extra work which will increase or decrease the cost of the work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Procurement Services Manager. No oral statement of any person shall in any manner or degree modify or otherwise affect the terms of this contract, including the requirements of the specifications.

12.) PRICING

Pricing during the term of this agreement will be applied as follows:

A) Contract Items - Prices for contract items (see Pricing Schedule) are to be firm for the first year of the contract.

Price increases will not be granted retroactively and request for adjustment must be received in writing by the City's Procurement Services division. The City reserves the right to terminate contract without further obligation by either party in the event price increases are not acceptable. The City is also to be given benefit of any decline in prices immediately upon the manufacturer's effective date of such decline. Requests for price increases shall be accompanied by Manufacturer's Price Lists or regularly published price lists of the Contractor which substantiate the request for price change.

B) Catalog Items - For items normally carried in inventory by the Contractor, but not specifically identified as contract items, the City is to receive discounts equal to or greater than the most favorable discount offered to other customers by the Contractor.

C) Special Orders - For items not identified as contract items and non-catalog (non-inventory) items, quotations may be solicited as deemed appropriate by the City on a case-by-case basis.

Note: Special promotions such as early order programs shall be offered to the City.

13.) PURCHASE ORDER

1. A Purchase Order will be issued to the Contractor on behalf of each of the City organization(s) who will be ordering items/services covered in the contract. The Purchase Order will be enclosed with the resulting contract or will be issued shortly thereafter, and will become an integral part of the resulting contract. Each Purchase Order will cite a specific dollar value to cover a particular item or specified period of time. If a contract is for a specific period of time and extends beyond the close of the City's fiscal year of June 30th, additional purchases order may be issued for each fiscal year.

2. The Purchase Order does not supersede any provision of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto.

3. Delivery of material and/or services shall not begin until receipt of the Purchase Order and/or other notification by the City Procurement Services Manager.

14.) QUANTITIES (ESTIMATED)

The quantities stated in the pricing schedule are estimates only of the City's requirements. Contractor agrees to furnish more or less than the estimates at the unit prices quoted in accordance with availability of funds and actual needs as they occur throughout the contract period.

15.) QUANTITIES UNRESTRICTED

The City is not limited to purchase all of its requirements from any contract resulting from this request.

16.) SAFETY REQUIREMENTS

All services and merchandise must comply with current California State Division of Industrial Safety Orders and O.S.H.A.

17.) SAMPLES

Prior to the award of the contract, the City may require that samples be submitted for evaluation and/or testing. The samples provided by the Contractor shall represent the exact items and/or products proposed and to be supplied. The City may perform selected inspections and tests to verify that the items and/or products proposed meet the requirements of this specification.

Samples must be received within five (5) working days of the request for pre-award samples. Failure to satisfy any of the City's requirements and/or specifications may result in the rejection of the bid.

Samples, when required, shall be furnished free of cost of any sort to the City of Sacramento.

18.) SERVICE PROVIDERS CONTRACTED BY THE CITY

The successful Contractor shall make the pricing and terms and conditions available to any and all Contractors hired by the City to provide janitorial service to City facilities.

19.) SHELF LIFE

Products having an expiration date shall be delivered with maximum unexpired time remaining. Unless otherwise qualified, Contractor agrees to exchange outdated unopened packages with unexpired material without cost to the City except that transportation costs may be charged. All expiration dates must be listed on the outside of the package.

20.) SUBCONTRACTS AND ASSIGNMENTS

No portion of the goods or services, except for delivery, may be subcontracted in whole or in part, nor assigned by the Contractor, nor may assignment of any money due or to become due the Contractor under this contract be made without the prior written consent of the City.

21.) SUBSTITUTE PRODUCTS

If, in the event of a manufacturer product change, the proposed and/or awarded item is no longer available, the vendor must immediately notify the Procurement Services Division Contract Manager for approval of allowable substitute product.

22.) USAGE REPORTS

Contractor is to furnish Usage Reports in Excel or a format approved by the City to the Procurement Services Contract Manager on a quarterly basis for all sales to City departments (Jan – Mar, Apr – Jun, Jul – Sep, Oct – Dec).

Each quarterly workbook is to contain a separate worksheet for each City account. At a minimum, the sheet shall contain:

- Item or product number
- Manufacturer name
- Manufacturer number
- Name of the item – must be spelt exactly as it appears on the container
- Quantity ordered
- Sell price
- Units Purchased
- Extended price

In addition, the report shall also contain a pivot table or separate worksheet with a cumulative total of each item purchase by the City.

23.) WARRANTY (COMMERCIAL)

The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract.

24.) WEBSITE ORDERS

The Contractor shall have a secure website using SSL (secure socket layer) for the purpose of placing orders electronically. Website ordering platform must integrate with stock management system. The ordering history for each City division must be available to the City division at the time an order is placed.

25.) CATEGORY A: PAPER PRODUCTS SPECIFICATIONS

- Products are to be made utilizing de-inking and bleaching processes that are free of chlorine.
- Product and packaging are to be free from all but trace amounts of heavy metals.

26.) CATEGORY B: GLOVES

- All gloves are powder-free, single-use (disposable), and manufactured using USDA accepted materials.
- Box count may be determined by weight.
- Latex gloves are textured for improved grip, medical-grade (used to protect the wearer from biological organism transmission), and non-sterile sterility.
- Latex gloves must meet or exceed ASTM D3578-99 and ASTM D5151-99 standards.
- Nitrile gloves are chemical-resistant and non-medical.
- Vinyl gloves are non-sterile with a rolled cuff.

27.) CATEGORY D: TRASH CAN LINERS

- Liners are to meet the standards for recycled contact as detailed in the State of California Public Resources Code Sections 42290 – 42298.
- Flat bottom construction, seamless tubular construction, flat folded in cartons for one-at-a-time dispensing, contains no heavy-metal additives.
- Cartons are to be composed of a minimum of 60% recycled content printed with soy-based or water-based inks.

28.) CATEGORY F AND CATEGORY G: USAGE INSTRUCTIONS AND TRAINING

- The successful contractor shall offer to each City division purchasing items under this contract from Category F or Category G the necessary training on proper handling of all chemicals and hazardous materials. Training shall be by a qualified or certified advisor. Training is to include instruction on proper dilution rates, personal protection equipment required, and all other procedures necessary to successfully use or apply the product. Training will be at no charge.

- New product(s) shall require on-site training by the advisor upon request, also at no additional cost.

- Contractor is to maintain a database with the names of all City employee(s) who attended training, the City division that the employee is assigned to, the training date(s) and type of training received.

SECTION V

BIDDER RESPONSE DOCUMENTS

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "Bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefor, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, and any Addenda, Amendments, Special Provisions, Specifications, Plans or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents, referred to herein as the Contract Documents, are fully incorporated herein by this reference and are collectively referred to as the Contract. By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder:

Name of Contractor:	SAC VAL JANITORIAL SUPPLY, INC.		
Address:	2421 DEL MONTE STREET		
City / State / ZIP:	WEST SACRAMENTO, CA. 95691		
Phone:	916-231-0584	Fax:	916-231-0598
Email address:	christy@sacval.com		
Fed. Tax ID #:	68-0190895	State Tax ID #:	1640587
City of Sacramento Business Operations Tax Certificate #:			154917
Type of Business Entity (Check one):	☐ Individual/Sole Proprietor ☐ Partnership ☒ Corporation ☐ Limited Liability Co ☐ Other (specify): _____		

By:

Signature:	*Christy Underwood*		
Printed Name:	CHRISTY UNDERWOOD		
Title:	BID AGENT	Date:	7-21-14

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

The person signing this Agreement for the CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this agreement on behalf of the CONTRACTOR and to bind the CONTRACTOR to the performance of its obligations herein.

Incomplete information may render a bid "non-responsive":

1.) Local Business Sales/Use Tax Deduction

In order to identify those bids that are subject to the City's local sales or use tax, all bidders shall respond to the following:

Does the bidder have fixed offices or locally taxable distribution points within the boundaries of the City of Sacramento?

☒ **NO** ☐ **YES, 1% bid preference**

If the answer is "Yes", please provide the street address of this Sacramento location:

2.) Local Business Enterprise (LBE) Participation

Is your firm an LBE as defined under City Code section 3.60.270?

☒ **NO** ☐ **YES, 5% participation requirement**

If the answer is "Yes", please provide the street address of this Sacramento location:

If the answer is "Yes", please provide the **City of Sacramento Business Operations Tax Certificate** number AND submit a copy of the current certificate:

If applicable, provide the **County of Sacramento Business License Number** AND submit a copy of the current license in addition to or in place of the City information:

3.) Business Operations Tax Certificate ("BOTC")

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a **Business Operations Tax Certificate** and pay the applicable tax if necessary. Successful bidders will be REQUIRED to show compliance with this requirement prior to award of the contract.

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500.

A copy of the BOTC must be submitted by the successful bidder within ten working days of the Notice of Intent to Award.

4.) Delivery Guarantee

Contractor guarantees delivery within 1-2 working days after receipt of the order.

5.) Prompt Payment Discount

Do you offer a prompt payment discount for purchases made by the City of Sacramento?

☒ **NO** (net 30 days) ☐ **YES**

If yes: The discount is _____% -- *or*-- $_____ for payment within _____ calendar days computed from the date that the delivery is accepted by the City or the date that a correct invoice is received by the proper City department (the "Bill To:" address on the PO), whichever is later.

Discounts for payments made in less than 20 calendar days will not be considered as part of the bid evaluation.

6.) Electronic Funds Transfer (EFT)

Do you have the ability to accept electronic payments (EFT)?

☐ **NO** ☒ **YES**

If yes: The discount offered for EFT is 0 %.

NOTE: this information is for informational purposes only; there is no bid preference offered.

7.) Certificate of Insurance

Successful bidders are REQUIRED to submit the necessary Certificate(s) of Insurance as called for in the General Conditions within ten working days after Notification of Intent to Award.

8.) Insurance Coverage Waivers

a.) **AUTOMOBILE**: No automobile liability insurance shall be required if the CONTRACTOR completes the following certification:

"I certify that a private motor vehicle will not be used in the delivery of supplies or performance of any work or services under this agreement. Any deliveries of supplies shall be via common carrier."

_____ **(CONTRACTOR initials)**

b.) **WORKERS' COMPENSATION**: No Worker's Compensation insurance shall be required if the CONTRACTOR completes the following certification:

"I certify that my business has no employees and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance."

_____ **(CONTRACTOR initials)**

9.) Training Program

All bidders submitting prices for Category F and/or Category G are required to submit the name of the employee in charge of training, a brief description of the background of this individual, and a brief description of the training program. Submit information on a separate sheet of paper, if necessary.

Trainer: ART McCONNELL

Trainer's background:

See Attached Bio

Training program:

See Attached training menu. Training is provided at no charge as long as the client is purchasing Sac Val products utilized for process and procedures being trained on. The training menu is representative and custom training sessions are available.

10.) Repair charges

Hourly rate for repairs to dispenser systems: $ NO CHARGE.

Minimum charge for on-site repairs: $ NO CHARGE for chemical/paper dispenser repairs

Art McConnell-Corporate Trainer

2013



2421 Del Monte Street • W. Sacramento CA 95691
916-231-0584
art@sacval.com
www.sacval.com

PHILOSOPHY

"Training is the avenue we follow to improve our skills, enhance our knowledge, and make our working environment a cleaner and safer place for everyone." Artystotle

INDUSTRY TRAINING

Major Manufacturer Training Schools

- 3M
- Diversey
- Spartan
- Windsor
- Clarke
- Many More

EXPERIENCE

Owned a BSC-3 years

Managed a staff of 60 custodians (large campus)-9 years

Supply Distributor Sales Rep-2 years

Supply Distributor Sales Manager-4 years

Manufacturer's Rep. representing 15 prominent manufactures-6 years

Corporate Trainer Sac-Val-6 years

Sac-Val
Be Clean, Be Green

11.) Equal Benefits Ordinance ("EBO") Declaration of Compliance

Name of Contractor:	SAC VAL JANITORIAL SUPPLY, INC.
Address:	2421 DEL MONTE STREET
City / State / ZIP:	WEST SACRAMENTO, CA. 95691

The above-named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements").

2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").

3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:

   a. Bereavement Leave
   b. Disability, life, and other types of insurance
   c. Family medical leave
   d. Health benefits
   e. Membership or membership discounts
   f. Moving expenses
   g. Pension and retirement benefits
   h. Vacation
   i. Travel benefits
   j. Any other benefit offered to employees

   Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

   a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

   b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.

c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.

d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.

e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.

f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.

g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).

h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuses to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.

5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of $50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.

7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.

8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

By:

Signature:	Christy Underwood		
Printed Name:	CHRISTY UNDERWOOD		
Title:	BID AGENT	Date:	7-21-14

12.) Bid Sheet (price schedule)

Refer to Appendix A ("Janitorial Supplies Bid Sheet").

1. Enter the Manufacturer's name in the appropriate field for each product that does not state "NO SUBSTITUTES" in the description field.
2. Enter the Product Name and the Manufacturer's number in the appropriate field for each product that does not state "NO SUBSTITUTES" in the description field.
3. Enter the Bid Price in US Dollars in the spreadsheet field with that title. The Extended Price field will auto-populate as well as the Total amount for that Category.
4. Enter "no bid" in the Extended Price field if you do not wish to bid on a particular line item. All items in Category B or Category D must be bid in order not to be deemed non-responsive for either of these two categories.
5. Enter the percentage off of your catalog price for similar products in the category.
6. Enter the name of the firm in the "Bidder Name" line at the bottom of each page of Appendix A.
7. All pages of Appendix A must be submitted or the bid will be deemed non-responsive.

Exceptions to specifications must be submitted on a separate piece of paper. Exception page shall list the name of the contractor, the item number, and the deviation from the stated description or packaging count.

13.) Co-operative Purchasing Agreement (option)

Bidder may submit prices derived from a competitively bid co-operative purchasing agreement.

Submit the Bid Cover Page, Bidder's Response (Section V.) document, and Appendix A.
(A response to Section V. Item 11 "Equal Benefits Ordinance" is not required).

A copy of the contract shall be submitted prior to the consideration of award.

Co-operative Organization's Name: _____

Contract Number: _____

Lead Agency: _____

City of
SACRAMENTO
Finance Department

July 16, 2014

ADDENDUM NO. 1 TO BID NO. B12131061004

FOR JANITORIAL SUPPLIES

1. The Bid due date of July 23, 2014 has not been changed.
2. If there is a minimum dollar amount for an order, please state the amount:

   $ No minimum.

   If no minimum dollar amount is indicated, it shall be assumed that there is no minimum dollar amount for an order.
3. Refer to Appendix A Item No. E-6: State the price per each, Manufacturer Name, Product Name and Part Number if the size were 3" x 24". All other specifications remain the same.

Regards,

Gary O'Neill
Program Analyst

Vendor's Name: SAC VAL Janitorial Supply Inc.

Signature: Christy Underwood

Typed or Printed Name & Title: Christy Underwood / Bid Agent

Date: 7-23-14

Procurement Services
PH: 916-808-7432
Fax: 916-808-5747
915 I Street, 2nd Floor
Sacramento, CA 95814

THE CATEGORIES OF JANITORIAL SUPPLIES PRODUCTS ARE BEING SOLICITED IN ONE OF TWO WAYS: (1) NO SUBSTUTUTIONS, meaning that a specific product is required and no substitutions are acceptable; (2) OR EQUIVALENT, meaning that products must meet or exceed the specifications of the product currently in use by the City

CATEGORY A: PAPER PRODUCTS

(ITEMS A-1 THROUGH A-10 WILL BE AWARDED BY LINE OR IN THE AGGREGATE AT PURCHASER'S DISCRETION)

Item No.	Description	Manufacturer	Product Name / Manufacturer number	Sales Unit (e.g. each, case, box, etc.)	Size of Container in Sales Unit (e.g. 1 gal or 2.5L)	Amount of product in each sales unit	Bid Price in US dollars for Sales Unit	Estimated Annual Usage (by Sales Unit)	Extended Price (Price for Sales Unit x Est Annual Usage)
A-1	Toilet Paper, **"EcoSoft" #61990 by Wausau; NO SUBSTITUTES.** 2-ply, embossed, OptiCore controlled, 3-3/4" x 4", 865 sheets/roll. Case of 36 rolls.	Wausau	EcoSoft #61990	CASE	n/a	36 rolls	$ 43.65	130	$ 5,674.50
A-2	Toilet Paper, **"EcoSoft" #54900 by Wausau; NO SUBSTITUTES.** 2-ply, embossed, standard core, 3-3/4" x 4-3/8", 500 sheets/roll. Case of 96 rolls.	Wausau	EcoSoft #54900	CASE	n/a	96 rolls	$ 37.00	742	$ 27,454.00
A-3	Toilet Paper, **"Morex" #1957 by TehTung; OR EQUIVALENT.** 2-ply, standard core, 3-3/4" x 4-1/4" to 4-3/8", 500 sheets/roll, "tree-free" materials. 96 rolls per case.	TEHTUNG	Product Name: SAC VAL Part Number: 0075 1957	CASE	n/a	96 rolls	$ 35.68	134	$ 4,781.12
A-4	Toilet Paper, **"Solaris" #23501 by Livi OR EQUIVALENT.** Jumbo roll, 2-ply, 9" diameter, 1000' length, min. 80% RRF (Rapidly Renewable Fiber). 12 rolls per case.	TEHTUNG	Product Name: SAC VAL Part Number: 2272 23501	CASE	n/a	12 rolls	$ 21.00	4	$ 84.00
A-5	Toilet Seat Cover, half-fold, self-disposing, biodegradable, 100% recycled w/ min. 20% post consumer waste, Green Seal GS-1 or UL EcoLogo 175. 250 sheets per sleeve w/ 20 sleeves per case (5,000 covers per case).	WAUSAU	Product Name: ECOSOFT Part Number: 0124 19490	CASE	n/a	5000 covers	$ 48.00	20	$ 960.00
A-6	Towels, roll, **"EcoSoft" #31400 by Wausau; NO SUBSTITUTES.** Controlled roll, 8" x 800', 100% recycled w/ 50% post consumer waste, Green Seal GS-1 or UL EcoLogo 175. Six (6) rolls per case	Wausau	EcoSoft #31400	CASE	n/a	6 rolls	$ 39.50	420	$ 16,590.00
A-7	Towels, multifold, **"EcoSoft" #48000 by Wausau; NO SUBSTITUTES.** 9-1/8" x 9-1/2" flat. 250 towels per wrapped pack, 16 packs per case.	Wausau	EcoSoft #48000	CASE	n/a	16 packs	$ 18.25	336	$ 6,132.00
A-8	Towels, single-fold, **"EcoSoft" #47000 by Wausau; NO SUBSTITUTES.** 9" x 10" flat. 250 towels per wrapped pack, 16 packs per case.	Wausau	EcoSoft #47000	CASE	n/a	16 packs	$ 18.25	92	$ 1,679.00

A-9	Wipers, roll, **"Wypall X80" #41055 by Kimberly-Clark; OR EQUIVALENT.** 12-1/2" x 13-3/8", roll length 530 ft., 475 towels per roll.	HOSPECO	Product Name: PREMIUM JOMBO ROLL Part Number: 0770 HD-H8003	ROLL	n/a	1 roll	$	36.25	36	$ 1,305.00
A-10	Wipers, flat, **"Wypall X60" #34015 by Kimberly-Clark; OR EQUIVALENT.** 12-1/2" x 16-7/8". 180 wipers per case.	HOSPECO	Product Name: TASKBRAND Part Number: 0770 MD-H6001	CASE	n/a	180 wipers	$	11.90	122	$ 1,451.80
Percentage off of your catalog price for similar products in this category =			30%						**TOTAL =**	$ 66,111.42

CATEGORY B: GLOVES

(ITEMS B-1 THROUGH B-6 WILL BE AWARDED IN THE AGGREGATE)

Item No.	Description	Manufacturer	Product Name / Manufacturer number	Sales Unit (e.g. each, case, box, etc.)	Gloves per box	Boxes per shipping case (informational purposes only)	Bid Price in US dollars for Sales Unit	Estimated Annual Usage (Sales Unit)	Extended Price (Price for Sales Unit X Annual Usage)
B-1	Gloves. **Lifeguard #1202; OR EQUIVALENT.** Natural rubber latex, 4.7 mil, **small**, 9.5" length. 100 ambidextrous gloves per box.	HOSPECO	Product Name:PROWORKS Part Number:0770 GLL106FS	BOX	100	10	$ 5.00	200	$ 1,000.00
B-2	Gloves. **Lifeguard #1203; OR EQUIVALENT.** Natural rubber latex, 4.7 mil, **medium**, 9.5" length. 100 ambidextrous gloves per box.	HOSPECO	Product Name:PROWORKS Part Number:0770 GLL106FM	BOX	100	10	$ 5.00	444	$ 2,220.00
B-3	Gloves. **Lifeguard #1204: OR EQUIVALENT.** Natural rubber latex, 4.7 mil, **large**, 9.5" length. 100 ambidextrous gloves per box.	HOSPECO	Product Name: PROWORKS Part Number:0770 GLL106FL	BOX	100	10	$ 5.00	452	$ 2,260.00
B-4	Gloves. **Lifeguard #1205: OR EQUIVALENT.** Natural rubber latex, 4.7 mil, **extra-large**, 9.5" length. 100 ambidextrous gloves per box.	HOSPECO	Product Name:PROWORKS Part Number:0770 GLL106FXL	BOX	100	10	$ 5.00	164	$ 820.00
B-5	Gloves. **SSS #GNPRLG; OR EQUIVALENT.** Nitrile, 6.0 mil, **large**. 100 ambidextrous gloves per box.	HOSPECO	Product Name: PROWORKS Part Number: 0770 GLN106FL	BOX	100	10	$ 5.30	80	$ 424.00
B-6	Gloves. **SSS #GVEPXL; OR EQUIVALENT.** Vinyl, 5.0 mil, **extra-large**. 100 ambidextrous gloves per box.	HOSPECO	Product Name:PROWORKS Part Number:0770 GLV104FX	BOX	100	10	$ 2.95	34	$ 100.30
Percentage off of your catalog price for similar products in this category =			30%					**TOTAL =**	$ 6,824.30

CATEGORY C: PERSONAL CARE

(ITEMS C-1 THROUGH C-7 WILL BE AWARDED BY LINE OR IN THE AGGREGATE AT PURCHASER'S DISCRETION)

Item No.	Description	Manufacturer	Product Name / Manufacturer number	Sales Unit (e.g. each, case, box, etc.)	Size of Container In Sales Unit (e.g. 1 gal or 2.5L)	Number of Items per Sales Unit	Bid Price in US dollars per Sales Unit	Estimated Annual Usage (by Sales Unit)	Extended Price (Price for Sales Unit x Est Annual Usage)
C-1	Soap, foam. **Aero Blue #34183 by Deb or SSS #34087; OR EQUIVALENT.** Green Seal Non-clogging, anti-drip. GS-41 or UL 2784. 1 liter recyclable container.	DEBS	Product Name: DEBS AZURE Part Number: 0307 AZU1L	EACH	1 liter	1	$ 5.95	256	$ 1,523.20
C-2	Soap, foam. **Aero Green #53111 by Deb; OR EQUIVALENT.** Antibacterial w/ triclosan. Non-clogging, anti-drip. Green Seal GS-41 or UL 2784. 1 liter recyclable container.	DEBS	Product Name: DEBS ANTIBAC Part Number: 0307 ANT1L	EACH	1 liter	1	$ 6.50	32	$ 208.00
C-3	Soap, bar. **Dial #910; OR EQUIVALENT.** Deodorant, unscented. 3.5 to 4.0 oz., individually wrapped. 72 bars per case.	DIAL	Product Name: DIAL BAR SOAP Part Number: DIA00910	CASE	3.5 to 4.0 oz.	72	$ 75.55	6	$ 453.30
C-4	Hand Sanitizer. **Purell #3659; OR EQUIVALENT.** 70% ethyl alcohol. 12 oz. container; 12 containers per case.	GOJO	Product Name: PURELL Part Number: 3659-12	CASE	12 oz.	12	$ 63.75	20	$ 1,275.00
C-5	Tampons. **Tampex HOS T500; NO SUBSTITUTES.** Original, regular absorbent, packaged in vending tube, 5-1/8" x 11/16". 500 per case.	Tampex	HOS T500 Tampons	CASE	n/a	500	$ 59.99	2	$ 119.98
C-6	Liners. **SSS / RMC #25025088; OR EQUIVALENT.** Disposable feminine hygiene liners, waxed #77 paper, folded double seam, undercut opening, for use in RMC dispenser. 500 per case.	HOSPECO	Product Name: WAXED LINERS Part Number: 0770 260	CASE	n/a	500	$ 15.00	4	$ 60.00
C-7	Tissues, lens cleaners. **MD #8574 GM; OR EQUIVALENT.** Pre-moistened, non-silicone, anti-static, neutral pH, 5" x 8" folded. 100 individually wrapped tissues in a dispenser-style box.	BAUSCH & LOMB	Product Name: SIGHT SAVERS Part Number: BLO8574GM	BOX	n/a	100	$ 9.12	54	$ 492.48
Percentage off of your catalog price for similar products in this category =			30%					**TOTAL =**	$ 4,131.96

CATEGORY D: TRASH CAN LINERS

(ITEMS D-1 THROUGH D-11 WILL BE AWARDED IN THE AGGREGATE)

Item No.	Description	Manufacturer	Product Name / Manufacturer number	Sales Unit (e.g. each, case, box, etc.)	Number of bags per Sales Unit	Bid Price in US dollars per Sales Unit	Estimated Annual Usage (by Sales Unit)	Extended Price (Price for Sales Unit x Est Annual Usage)

D-1	Liner, 24" x 23" clear, 7-10 gallon capacity, 0.8 mil LLDPE, 80% recycled w/ 10% post consumer resin. 500 bags per case.	REPUBLIC	Product Name: TRASH LINER Part Number: 2105 L242308C	CASE	500	$ 19.30	70	$ 1,351.00
D-2	Liner, 24" x 23" clear, 7-10 gallon capacity, 1.0 mil LLDPE, 80% recycled w/ 10% post consumer resin. 500 bags per case.	REPUBLIC	Product Name: TRASH LINER Part Number: 2105 L24231C	CASE	500	$ 24.12	72	$ 1,736.64
D-3	Liner, 33" x 39" clear, 33 gallon capacity, 1.5 mil LLDPE, 80% recycled w/ 10% post consumer resin. 125 bags per case.	REPUBLIC	Product Name: TRASH LINER Part Number: 2105 L333915C	CASE	125	$ 21.60	60	$ 1,296.00
D-4	Liner, 43" x 47" clear, 56 gallon capacity, 1.7 mil LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case.	REPUBLIC	Product Name: TRASH LINER Part Number: 2105 L434717C	CASE	100	$ 29.00	88	$ 2,552.00
D-5	Liner, 38" x 58" clear, 60 gallon capacity, 1.7 mil LLDPE, 80% recycled w/ 10% post consumer resin. 50 bags per case.	REPUBLIC	Product Name: TRASH LINER Part Number: 2105 L385817C	CASE	50	$ 15.76	14	$ 220.64
D-6	Liner, 43" x 48" clear, 56 gallon capacity, 2.0 mil LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case.	REPUBLIC	Product Name: TRASH LINER Part Number: 2105 L434820C	CASE	100	$ 34.94	124	$ 4,332.56
D-7	Liner, 33" x 39" clear, 33 gallon capacity, 1.5 mil LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case.	REPUBLIC	Product Name: TRASH LINER Part Number: 2105 L333915C	CASE	100	$ 16.25	240	$ 3,900.00
D-8	Liner, 33" x 39" clear, 33 gallon capacity, 2.0 mil LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case.	REPUBLIC	Product Name: TRASH LINER Part Number: 2105 L333920C	CASE	100	$ 21.73	306	$ 6,649.38
D-9	Liner, 40" x 46" clear, 40-45 gallon capacity, 1.5 mil LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case.	REPUBLIC	Product Name: TRASH LINER Part Number: 2105 L404615C	CASE	100	$ 23.40	160	$ 3,744.00
D-10	Liner, 40" x 46" clear, 40-45 gallon capacity, 2.0 mil LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case.	REPUBLIC	Product Name: TRASH LINER Part Number: 2105 L404620C	CASE	100	$ 29.40	198	$ 5,821.20

D-11	Liner, 40" x 48" clear, 40-45 gallon capacity, 2.0 mil LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case.	REPUBLIC	Product Name: TRASH LINER Part Number: 2105 L404820C	CASE	100	$ 30.50	216	$ 6,588.00
Percentage off of your catalog price for similar products in this category =			30%				**TOTAL =**	$ 38,191.42

CATEGORY E: BRUSHES, MOPS, RAGS, SPONGES, & WIPES

(ITEMS E-1 THROUGH E-16 WILL BE AWARDED BY LINE OR IN THE AGGREGATE AT PURCHASER'S DISCRETION)

Item No.	Description	Manufacturer	Product Name / Manufacturer number	Sales Unit (e.g. each, case, box, etc.)	Bid Price in US dollars per Sales Unit	Estimated Annual Usage (by Sales Unit)	Extended Price (Price for Sales Unit x Est Annual Usage)
E-1	Brush. **Carlisle #40674; OR EQUIVALENT.** Toothbrush-style utility brush w/ nylon bristles, 7-1/4" length x 1/2" width w/ 1/2" bristle trim.	CARLISLE	Product Name: BRUSH Part Number: 1915 15S	EACH	$ 1.52	12	$ 18.24
E-2	Brush. **MD Brush #373804; OR EQUIVALENT.** Wire brush w/ handle, 13" length.	CARLISLE	Product Name: WIRE BRUSH 13.75" Part Number: 0220 45770	EACH	$ 2.43	94	$ 228.42
E-3	Cloth. **SSS Next Gen #19094; OR EQUIVALENT.** Glass cleaning microfiber, 16" x 16". Pack of 12.	RUBBERMAID	Product Name: MICROFIBER CLOTH Part Number: 2180 1820583	PACK	$ 7.20	6	$ 43.20
E-4	Broom. **SSS Duo Sweep #14048; OR EQUIVALENT.** Lobby broom, plastic w/ handle, 2 handle positions, flagged bristles, 11" width w/ 4" bristles.	CARLISLE	Product Name: DUO SWEEP Part Number: 0220 36859	EACH	$ 4.98	24	$ 119.52
E-5	Mops. **SSS Value Plus #37112: OR EQUIVALENT.** Large, 1-1/4" headband looped end, bartacked single tailbind. 12 per case.	RUBBERMAID	Product Name: WET MOP Part Number: 2180 D213 94 BL	CASE	$ 55.35	4	$ 221.40
E-6	Mops. **SSS Special Endless #37249; OR EQUIVALENT.** Dust mop refill, economy, slot pocket, 4-ply, endless twist yarn, 5" x 24".	UNISAN	Product Name: DUST MOP 3X24 Part Number: UNS1024	EACH	$ 9.00	96	$ 864.00
E-7	Mops. **SSS #37373; OR EQUIVALENT.** Frame dust wire, nickel chrome plated, 5" x 24".	RUBBERMAID	Product Name: WIRE FRAME 5X 24 Part Number: M253	EACH	$ 2.01	2	$ 4.02
E-8	Mops. **SSS #37833: OR EQUIVALENT.** Large, non-fraying looped 4-ply yarn, double tailwinds, 1/4" headband. 12 per case.	CARLISLE	Product Name: WET MOP Part Number: 369484B09	CASE	$ 88.50	12	$ 1,062.00
E-9	Mops. **SSS Level Best II #36264; OR EQUIVALENT.** Medium finish mop, continuous filament nylon yarn, looped end w/ tailbind, 1-1/4" headband.	RUBBERMAID	Product Name: FINISH MOP Part Number: 2180 T200	EACH	$ 11.00	6	$ 66.00
E-10	Mops. **Premier #50660 or Unisan #1360; OR EQUIVALENT.** Dust mop heads, washable high-grade cotton, cut end, 4-ply, keyhole style, 5" x 60".	RUBBERMAID	Product Name: DUST MOP HEAD Part Number: 2180 K158	EACH	$ 19.40	20	$ 388.00
E-11	Mops. **Unisan #1336; OR EQUIVALENT.** Dust mop head, washable high-grade cotton, cut end, 4-ply, keyhole style, 5" x 36".	RUBBERMAID	Product Name: DUST MOP HEAD Part Number: 2180 K155	EACH	$ 12.70	2	$ 25.40

E-12	Mop bucket. **SSS #16002; OR EQUIVALENT.** 35 quart capacity, side press metal wringer, 3" non-marking casters, accommodates mop sizes 12-32 oz.	RUBBERMAID	Product Name: mop bucket combo Part Number: 2180 7580-88y	EACH	$ 47.00	18	$ 846.00
E-13	Rags. **A&A Wiping Clothes #W35; OR EQUIVALENT.** T-shirt rags. 25 lbs. per case.	UNITED TEXTILE	Product Name: WHITE T-SHIRT RAGS Part Number: 2485 W3525	CASE	$ 335.00	48	$ 16,080.00
E-14	Rags. **A&A Wiping Clothes #W12255; OR EQUIVALENT.** Terry cloth rags. 20 lbs. per case.	HOSPECO	Product Name: TERRY CLOTH RAGS Part Number: W1225-25 25LBS	CASE	$ 56.25	20	$ 1,125.00
E-15	Sponge. **SSS Duty #75122; OR EQUIVALENT.** Scrubbing w/ green pad, medium, 6-1/8" x 3-5/8" x 3/4". 20 per case.	AMERICO	Product Name: SCRUBBING SPONGE Part Number: 0074 551010	CASE	$ 15.75	104	$ 1,638.00
E-16	Toilet Bowl Mop. **Impact #200; OR EQUIVALENT.** Deluxe, 1 oz. mop head w/ acid-resistant polypropylene strands, polypropylene I-beam 12" handle, 14-1/8" L x 5-3/4" W x 5-3/4" H.	IMPACT	Product Name: TOILET BOWL MOP Part Number: 0070 IM200	EACH	$ 0.68	88	$ 59.84
Percentage off of your catalog price for similar products in this category =			30%			**TOTAL =**	$ 22,789.04

CATEGORY F: CARPET CARE & FLOOR CLEANERS

(ITEMS F-1 THROUGH F-18 WILL BE AWARDED BY LINE OR IN THE AGGREGATE AT PURCHASER'S DISCRETION)

Item No.	Description	Manufacturer	Product Name / Manufacturer number	Sales Unit (e.g. each, case, box, etc.)	Size of Container in Sales Unit (e.g. 1 gal. or 2.5L)	Diluted gallons (medium soil)	Bid Price in US dollars per Sales Unit	Estimated Annual Usage (by Sales Unit)	Extended Price (Price for Sales Unit x Est Annual Usage)
F-1	Baseboard Stripper. **SSS Baseboard Stripper #05298; OR EQUIVALENT.** Wax and built-up finish stripper, paint and plastic safe. 18 oz. aerosol spray canister w/ 12 canisters per case.	AMREP	Product Name: SAC VAL BASEBOARD STRIPPER Part Number: A00806	EACH	18 oz.	n/a	$ 3.99	24	$ 95.76
F-2	Carpet Cleaner. **3M Twist 'n' Fill #20200; OR EQUIVALENT.** No-rinse, low foaming formula for use with mop or automatic scrubber. Must be GS-37 or UL-2795 certified. 2-liter bottle yields 207 gallons w/ 6 bottles per case.	DIVERSEY	Product Name: EXTRACTION CLEANER Part Number: 0980 4972	EACH	2.5 LTR	1:256 ratio 164.6 gal	$ 29.23	2	$ 58.46
F-3	Carpet Cleaner. **Fridays Steam Out #7919; OR EQUIVALENT.** Extraction carpet cleaner, non-residual. 1 gallon bottle w/ 4 bottles per case.	FORMULA CORP	Product Name: SAC VAL PURE CLEAN Part Number: 0553 208-01	EACH	1 gallon	n/a	$ 8.00	120	$ 960.00

F-4	Carpet Cleaner. **Racine Industries Host #4hb; NO SUBSTITUTES.** Biobased dry extraction. GS-37 certified. 12 lb. box.	Racine Industries	Host 4hb	BOX	12 lbs.	n/a	$	35.00	2	$ 70.00
F-5	Carpet Cleaner. **SSS Heavy-Duty #05032; OR EQUIVALENT.** Cleans and degreases, localized spot remover. 15 oz. aerosol spray canister w/ 12 canisters per case.	WD-40	Product Name: SPOT SHOT Part Number: 2628 009989	CANISTER	15 oz.	n/a	$	6.10	24	$ 146.40
F-6	Carpet Cleaner. **SSS N-Capsul-8 #48072; OR EQUIVALENT.** Encapsulating, low moisture dry non-sticky crystal, no-rinse. UL EcoLogo certified. 1 gallon bottles w/ 4 per case.	FORMULA CORP	Product Name: SAC VAL PURE CLEAN Part Number: 0553 208-01	EACH	1 gallon	n/a	$	8.00	8	$ 64.00
F-7	Floor Cleaner. **Fridays Speed Kleen #1604; OR EQUIVALENT.** Neutral pH, no rinse, cleans and brightens hard floor surfaces. 1 gallon bottles w/ 4 bottles per case.	BUTCHERS	Product Name: GREEN SUBMARINE Part Number: 0980 5847981	CASE	1 gallon	n/a	$	14.90	48	$ 715.20
F-8	Floor Conditioner. **Johnson Diversey Easy Paks #90685; NO SUBSTITUTES.** Neutralizes alkaline residue, urine and other odors on hard floor, grout, and carpet. 1-1/2 oz. packets, 90 per tub w/ 2 tubs per case.	Johnson - Diversey	Easy Paks 90685	CASE	180 packets	pre-measured	$	40.05	4	$ 160.20
F-9	Floor Finisher. **Fridays Dura Shine #9879; OR EQUIVALENT.** High gloss. 1 gallon bottles w/ 4 bottles per case.	BUTCHERS	Product Name: LIGHTS UP Part Number: 0980 5847438	CASE	1 gallon	n/a	$	11.50	24	$ 276.00
F-10	Floor Finisher. **Johnson Diversey Aquaria #4117724; NO SUBSTITUTES.** Resilient floors, ready-to-use. Must be GS-40 or UL-2777 certified. 2.5 liter j-fill bottle w/ 6 per case.	Johnson - Diversey	PROSPEED 4972026	CASE	2.5 liter	n/a, RTU	$	98.60	10	$ 986.00
F-11	Floor Finisher. **SSS Legacy #48052; OR EQUIVALENT.** Metal free floor seal and finish, UL EcoLogo certified. 1 gallon bottle w/ 4 bottles per case.	DIVERSEY	Product Name: AQUARIA Part Number: 0980 5120870	CASE	5 GALLON **	n/a	$	97.95	3	$ 293.85
F-12	Floor Finisher. **SSS Slam Dunk 25 #48084; OR EQUIVALENT.** Ultra High Solids UHS system. 2.5 gallon bottle w/ 2 bottles per case.	BUTCHERS	Product Name: LIGHTS UP Part Number: 0980 5847446	EACH	5 GALLON **	n/a	$	55.00	1	$ 55.00
F-13	Floor Prespray and Bonnet Cleaner. **SSS PreTreat Plus #48005; OR EQUIVALENT.** Ultra-low residue, safe on all types of carpet. 1 gallon bottles w/ 4 bottles per case.	FORMULA CORP	Product Name: SAC VAL PURE CLEAN Part Number: 0553 208-01	EACH	1 gallon	n/a	$	8.00	8	$ 64.00

F-14	Floor Sealer. **Johnson Diversey Freedom SC #04630; NO SUBSTITUTES.** Non-ammoniated, solvenated. 2.5 liter j-fill bottle w/ 6 per case.	Johnson - Diversey	Freedom SC 04630	CASE	2.5 liter	1:15 ratio	$	71.30	6	$ 427.80
F-15	Floor Sealer. **SSS Baseline #48086; OR EQUIVALENT.** Acrylic, never yellows, excellent leveling, slip resistance 0.5 min. by ASTM D2047, removable w/ conventional strippers, coverage 1000-2000 sq. ft./gal. 2.5 gallon w/ 2 per case.	FORMULA CORP	Product Name: SAC VAL ACRYLIC SEAL Part Number: 0553 AS180	EACH	5 GALLON	0	$	56.35	6	$ 338.10
F-16	Floor Stripper. **Fridays Speed Stripper #8840; OR EQUIVALENT.** Removes floor finish, mop or machine applicable. 5-gallon pail.	BUTCHERS	Product Name: CUTTING EDGE Part Number: 0980 5847500	EACH	5 gallon	n/a	$	43.55	16	$ 696.80
F-17	Floor Stripper. **Johnson Diversey Bravo #04576; NO SUBSTITUTES.** Non-ammoniated for use on resilient and non-resilient floors. 5 gallon box.	Johnson - Diversey	Bravo 04575	BOX	5 gallon	n/a	$	42.00	4	$ 168.00
F-18	Floor Stripper. **SSS Pit Stop #05298; OR EQUIVALENT.** Heavy duty for mechanical stripping, non-ammoniated, low foam, biodegradable, no abrasives. 2.5 gallon bottle w/ 2 bottles per case.	DIVERSEY	Product Name: PRO STRUP ULTRA Part Number: 0980 5386176	EACH	5 GALLON	n/a	$	86.20	2	$ 172.40
Percentage off of your catalog price for similar products in this category =			30%						**TOTAL =**	$ 5,747.97

CATEGORY G: CLEANERS, DEODORIZERS, AND DISINFECTANTS

(ITEMS G-1 THROUGH G-33 WILL BE AWARDED BY LINE OR IN THE AGGREGATE AT PURCHASER'S DISCRETION)

Item No.	Description	Manufacturer	Product Name / Manufacturer number	Sales Unit (e.g. each, case, box etc.)	Size of Container in Sales Unit (e.g. 1 gal or 2.5L)	Diluted gallons (medium soil)	Bid Price in US dollars per Sales Unit	Estimated Annual Usage (by Sales Unit)	Extended Price (Price for Sales Unit x Est Annual Usage)
G-1	Absorbent. **Bid D D-Vour #164 or SSS Absorbent Powder #08049; OR EQUIVALENT.** Free-flowing powder, transforms liquids into odorless semi-solids, non-toxic, biodegradable, water soluble. 16 oz. canister w/ 6 canisters per case.	BIG D	Product Name: DVOUR ABSORBENT Part Number: 1110 BGD150 12/CS 1 LB	CASE	16 oz. canister	n/a	$ 32.60	1	$ 32.60

G-2	Air Freshener. **SSS OmniAir #74361; NO SUBSTITUTES.** Odor management, 60 to 90 days, citrus scent. 6 canisters per case.	KIMBERLY CLARK	SCOTT AIR FRESHNER #91067	CASE	regular	n/a	$	57.50	6	$ 345.00
G-3	Bleach, Liquid. **Kik Pure Bright #Bleach6; OR EQUIVALENT.** Industrial, chlorine-free. 1 gallon bottle w/ 6 bottles per case.	AFFLINK	Product Name: BLEACH Part Number: 8001	CASE	1 gallon	n/a	$	12.40	194	$ 2,405.60
G-4	Bleach, Powder. **Dial Borateem #00145; OR EQUIVALENT.** Chlorine-free. 5 lb. pail.	DIAL	Product Name: BORATEEM POWDER BLEACH Part Number: DIA00145	EACH	5 lbs.	n/a	$	44.40	16	$ 710.40
G-5	Cleaner. **3M #22-4730-2; OR EQUIVALENT.** 44L concentrate, mild acid, removes soap scum and scale from bathroom surfaces, hard surface. Green Seal GS-37 certified. 2-liter bottle.	DIVERSEY	Product Name: CREW BATH/SCALE CLEANER Part Number: 0980 3172650	EACH	2.5 LTR	1:18 ratio 12.5 gal	$	31.66	22	$ 696.52
G-6	Cleaner. **Colgate-Palmolive Ajax #14278; OR EQUIVALENT.** Silica-based oxygen bleach powder. 21 oz. canister w/ 24 canisters per case.	ROCTOR & GAMBL	Product Name: AJAX Part Number: 0230 04276	CASE	21 oz.	n/a	$	27.90	32	$ 892.80
G-7	Cleaner. **Clorox Pine Sol #35418; OR EQUIVALENT.** Biodegradable phosphate-free liquid disinfectant and deodorizer. 144 oz. bottle w/ 3 bottles per case.	CLOROX	Product Name: PINE SOL ALL PURPOSE CLEANER Part Number: CLO35418	CASE	144 oz.	n/a	$	33.15	28	$ 928.20
G-8	Cleaner. **Johnson Diversey Alpha-HP #3401512; NO SUBSTITUTES.** #52 multi-purpose. Green Seal GS-37 certified. 2.5 liter j-fill bottle w/ 2 bottles per case.	Johnson - Diversey	Alpha-HP 3401512	CASE	2.5 liter	1:64-1:256 ratio	$	60.15	8	$ 481.20
G-9	Cleaner. **Johnson Diversey Crew #3172650; NO SUBSTITUTES.** #44 bathroom and scale remover. Green Seal GS-37 certified. 2.5 liter j-fill bottle w/ 2 bottles per case.	Johnson - Diversey	Crew 3172650	CASE	2.5 liter	1:18 ratio 12.5 gal	$	63.32	6	$ 379.92
G-10	Cleaner. **Enzyme-X; OR EQUIVALENT.** Liquid. 1 gallon bottle.	FORMULA CORP	Product Name: SAC VAL BIO CLEAN Part Number: 0429 365-GR4	EACH	1 gallon	n/a	$	6.90	120	$ 828.00
G-11	Cleaner. **Champion MPC #CPN 640; OR EQUIVALENT.** No-rinse neutral multi-purpose. 1 gallon bottle w/ 4 bottles per case.	SPARTAN	Product Name: CLEAN BY PEROXY Part Number: 2278 0035-1	CASE	1 gallon	n/a	$	14.50	18	$ 261.00

G-12	Cleaner. **Sheila Shine #SS-10; NO SUBSTITUTES.** Stainless steel polish and surface preservative. 10 oz. aerosol canister.	Sheila Shine	SS-10	EACH	10 oz.	n/a	$	6.25	144	$ 900.00
G-13	Cleaner. **P&G Spic and Span #8056; OR EQUIVALENT.** All-purpose, powder, non-phosphate, cleans grease stains, mold and mildew, and counter stains. 27 oz. box w/ 12 boxes per case.	ROCTOR & GAMBL	Product Name: SPIC & SPAN Part Number: PGC31973	CASE	27 oz.	n/a	$	94.05	20	$ 1,881.00
G-14	Deodorizer. **3M Fresh Scent #23896; OR EQUIVALENT.** 13L Concentrate, low flow for use in filling bottles. 2-liter bottle w/ 6 bottles per case.	DIVERSEY	Product Name: GOOD SENSE FRESH Part Number: 0980 5394	EACH	2.5 LTR	60 GALLONS	$	60.50	14	$ 847.00
G-15	Deodorizer. **Clean Control Odor Ban #911062-G4; OR EQUIVALENT.** Odor eliminator. 1 gallon bottle w/ 4 bottles per case.	EXSL	Product Name: PINE CLEAN DISINFECTANT Part Number: 0553 FT61501	EACH	1 gallon	32 gallons	$	7.30	50	$ 365.00
G-16	Detergent, Laundry. **Lagasse Low-50; OR EQUIVALENT.** Low-foam. 50 lb. pail.	EXSL	Product Name: LAUNDRY LITE Part Number: 0553 0004-50	EACH	50 lbs.	n/a	$	25.50	8	$ 204.00
G-17	Disinfectant. **3M Quat #17-9553-3; OR EQUIVALENT.** #5 quaternary cleaner, concentrate, twist 'n' fill low flow for use in filling bottles. 2-liter bottle.	DIVERSEY	Product Name: VIREX II 256 GERMICIDAL Part Number: 0980 4329	EACH	2.5 LTR	60 GALLONS	$	23.10	14	$ 323.40
G-18	Disinfectant. **WSD&D Lemon Kontrol: OR EQUIVALENT.** 1 gallon bottle w/ 4 bottles per case.	SPARTAN	Product Name: DMQ NEUTRAL DISINFECTANT Part Number: 2278 1062	CASE	1 gallon	n/a	$	34.00	20	$ 680.00
G-19	Disinfectant. **Reckitt Benckiser Lysol #359979; OR EQUIVALENT.** Kills viruses and bacteria. 19 oz. aerosol canister w/ 12 canisters per case.	RECKITT	Product Name: LYSOL Part Number: 4085520	CASE	19 oz.	n/a	$	75.81	20	$ 1,516.20
G-20	Disinfectant. **Reckitt Benckiser Lysol #78915; OR EQUIVALENT.** Mold and mildew remover with bleach. 32 oz. bottle w/ trigger sprayer; 12 bottles per case.	RECKITT	Product Name: LYSOL MOLD & MILDEW REMOVER WITH BLEACH Part Number: REC78915	CASE	32 oz.	n/a	$	60.30	10	$ 603.00
G-21	Disinfectant. **Spartan NABC #711603; OR EQUIVALENT.** Non-caustic, non-acidic. 32 oz. bottle.	SPARTAN	Product Name: NABC Part Number: 7116	EACH	32 oz.	n/a	$	2.33	24	$ 55.92

G-22	Disinfectant. **CASE #13028; OR EQUIVALENT.** Quaternary, virucide. 1 gallon bottle.	SPARTAN	Product Name: DMQ NEUTRAL DISINFECTANT Part Number: 2278 1062	EACH	1 gallon	n/a	$ 8.50	10	$ 85.00
G-23	Disinfectant. **SSS Pleascent Clean #13007; OR EQUIVALENT.** Hospital grade, non-acidic. 32 oz. bottle.	DIVERSEY	Product Name: CREW R/R DISINFECTANT Part Number: 0980 4996	EACH	32 oz.	n/a	$ 1.75	48	$ 84.00
G-24	Disinfectant. **SSS Pleascent Neutra Shine #13025; OR EQUIVALENT.** Quaternary cleaner, neutral pH. 1 gallon bottle.	DIVERSEY	Product Name: VIREX 128 DISINFECTANT Part Number: 0980 03783	EACH	1 gallon	64 gallons	$ 14.51	62	$ 899.62
G-25	Disinfectant. **Johnson Diversey Virex II #4329; NO SUBSTITUTIONS.** #5 quaternary, germicidal. 2.5 liter j-fill bottle w/ 2 bottles per case.	Johnson - Diversey	Virex II 4329	CASE	2.5 liter	1:256 ratio	$ 46.20	18	$ 831.60
G-26	Glass Cleaner. **Johnson Wax Glance #3172641; NO SUBSTITUTIONS.** #2 non-ammoniated, streak-free. 2.5 liter j-fill bottle w/ 2 bottles per case.	Johnson Wax	Glance 3172641	CASE	2.5 liter	1:40 dilution	$ 55.70	16	$ 891.20
G-27	Glass Cleaner. **SSS Blue #13065; OR EQUIVALENT.** Glass and surface cleaner. ammonia-based, non-streaking. 1 quart bottle w/ trigger sprayer w/ 4 bottles per case.	DIVERSEY	Product Name: GLANCE READY TO USE Part Number: 0980 04705 12QT /CS	CASE	1 quart	n/a	$ 23.50	26	$ 611.00
G-28	Graffiti Remover. **Fridays #11323; OR EQUIVALENT.** Formulated for use on concrete, masonry, and stone, removes paint, crayon, marking inks, and grease. 32 oz. container w/ 12 container per case.	FLO KEM	Product Name: GRAFFITI REMOVER Part Number: 11323	CASE	32 oz.	n/a	$ 79.80	48	$ 3,830.40
G-29	Gum Remover. **3M #70-0711-6282-3; OR EQUIVALENT.** RTU liquid formulated to remove chewing gum, wax, and adhesives. 8 oz. bottle.	RESOLVES	Product Name: GUM REMOVER Part Number: 0559 5450 12/CS 32OZ	EACH	8 oz.	n/a	$ 8.50	24	$ 204.00
G-30	Spray Bottle. Chemical resistant HDPE clear or milky white plastic w/ both ounces and millimeters marked, standard adjustable nozzle included, .9mL output.	IMPACT	Product Name: BOTTLE & TRIGGER Part Number: 0780 5032 & 0780 9126	EACH	32 oz. capacity	n/a	$ 1.20	472	$ 566.40
G-31	Spray Bottle, Nozzle. Replacement trigger nozzle for 32 oz. bottle, 9-1/2" length on draw, (Item G-30).	IMPACT	Product Name: TRIGGERS Part Number: 0780 9126	EACH	n/a	n/a	$ 0.60	48	$ 28.80

G-32	Toilet Bowl Ring Remover. Blast #1102; OR EQUIVALENT. 32 oz. container.	DIVERSEY	Product Name: CREW CLINGING BOWL CLEANER Part Number: 0980 04578	EACH	32 oz.	n/a	$	2.10	48	$ 100.80
G-33	Urinal Screens. SSS #08030; OR EQUIVALENT. Flexible, flat. 12 screens per package.	IMPACT	Product Name: URINAL SCREEN Part Number: 0780 1451	PACK	n/a	n/a	$	8.40	12	$ 100.80
Percentage off of your catalog price for similar products in this category =			30%						TOTAL =	$ 23,570.38

GRAND TOTAL (Categories A - G)	$ 167,366.49

Deb® Azure FOAM WASH

Line C-1

Product Information Sheet



Description/Specification: Foam soap for general use. Cartridges are ultrasonically sealed, non-vented, and fully recyclable (HDPE Type 2). Pleasantly fragranced and Green Seal Certified®, Azure Foam Wash is formulated for one dose (.7 mL)application.

Usage: For use in any washroom area. Ideal for schools , offices, and public facilities.



Method of Use: Apply 1 dose of 'instant foam lather' directly onto wet or dry hands (as preferred). Work lather across all parts of the hands and rinse thoroughly with clean running water, then dry well.

deb foam technology®

	Feature	Benefit
Improves Health & Safety	Hygienic	The unique patented pump and cartridge are ultrasonically sealed and designed to prevent air ingress into the cartridge minimizing the risk of external contamination.
	Superior Formulation	A high quality quick rinsing foam hand wash formula leaves the skin feeling silky smooth with no residue.
	Motivates Skin Care Compliance	Contains skin conditioners to prevent drying of the skin and leaves hands feeling soft and supple.
	Dispensers	Dispensers with BioCote™ protection are guaranteed for life and are Touch Free or color-coded with usage instructions to encourage hand washing best practice.
Environment	Green Seal Certified®	Green Seal provides customers with assurance that the products meet stringent standards of environmental leadership.
	Saves Water	Deb foam wash technology can reduce water consumption by up to 46%.
	Recyclable Packaging	All cartridge components and packaging are recyclable while formulations are biodegradable.
Reduces Total Cost	No Wastage	The cartridge collapses during normal use to ensure full evacuation of product.
	Highly Economical	Only one dose, .7 mL, is required to provide effective skin cleansing.

Deb® Azure FOAM WASH

Technical Data

Ingredients: WATER, SODIUM LAURETH SULFATE, PROPYLENE GLYCOL, PEG-75 LANOLIN, COCAMIDOPROPYL BETAINE, HYDROXYPROPYL GUAR HYDROXYPROPYLTRIMONIUM CHLORIDE, FRAGRANCE, BENZYL ALCOHOL, CITRIC ACID, METHYLCHLOROISOTHIAZOLINONE, METHYLISOTHIAZOLINONE, BLUE 1 (CI 42090)

Handling Instructions: Avoid contact with eyes. In case of contact with eyes, rinse immediately with plenty of water (for at least 10 minutes) and seek medical advice, if irritation persists.

Shelf Life: This product has a recommended shelf life of 24 months from the date of manufacture.

Regulatory Compliance: This product is manufactured and labeled in compliance with the Federal Food, Drug, and Cosmetic Act.

Safety Data sheets available from www.debgroup.com/msds

Product Testing

Test Type	Comment
Green Seal Certified	The product meets the strict requirements of Green Seal. Green Seal products have an increased biodegradability and very low aquatic toxicity.
Water Saving	Independent tests show that washing hands with foam soap rather than lotion soap can reduce average water consumption by as much as 46%. *

*Conclusion of report: *"How a simple change in the washroom can significantly reduce water consumption and associated costs"* Durrant and McKay, 2011

Available Pack Sizes and Dispensers

Stock Code	Size	Case Quantity	Dispenser
AZU1L	1 Liter Cartridge	6	WRM1LDS
AZU2LT	2 Liter Cartridge	4	WRM2LDP
AZU120TF	1200 mL Touch Free Cartridge	3	TF2CHR, TF2WHI, TF2AZU, TF2BLK
AZU400ML	400 mL Pump Bottle	12	

Deb® is a registered trademark of Deb Group Ltd.

Deb USA, Inc., 2730 W. Tyvola Road, Suite 200, Charlotte, NC 28217-4582 Tel: 1-800-248-7190
www.debgroup.com

FBAZU0003 Rev. 11-2011

Be the world's leading away from home skin care system company

Deb® AntiBac FOAM Wash

Line C-2





Product Information Sheet

Description/Specification: Antibacterial foam hand wash, with Triclosan, is pleasantly perfumed and mild for frequent use. Cartridges are ultrasonically sealed, non-vented, and fully recyclable (HDPE Type 2). Formulated for one dose (0.7 mL) application.

Usage: Suitable for use in general industry, schools, and office washroom areas.

Method of Use: Apply foam to dry hands, spread well and rinse thoroughly with clean, running water.

deb foam technology®

	Feature	Benefit
Improves Health & Safety	Mild Formula	Uses skin conditioners to improve hydration and prevent drying of skin to encourage frequent use.
	Effective	A high-quality antibacterial formula eliminates 99.99% of germs and bacteria providing effective protection.
	Hygienic	The unique patented pump and cartridge are ultrasonically sealed and designed to prevent air ingress into the cartridge minimizing the risk of external contamination.
	Dispensers	Dispensers with BioCote™ protection are guaranteed for life and are available as Touch Free or color-coded with usage instructions to encourage hand washing best practice.
Environment	Recyclable Packaging	All cartridge components and packaging are recyclable while formulations are biodegradable.
	Saves Water	Instant foam lather can be applied direct to dry hands before rinsing, saving approximately 45% of water consumption.
Reduces Total Cost	No Wastage	The cartridge collapses during normal use to ensure full evacuation of product.
	Highly Economical	Only one dose, 0 .7 mL, is required to provide effective skin cleansing.

Deb® AntiBac FOAM Wash

Technical Data

Ingredients:
Active Ingredient: TRICLOSAN (.30%)
Inactive Ingredients: WATER, SODIUM LAURETH SULFATE, PROPYLENE GLYCOL, PPG-24-GLYCERETH-24, COCAMIDOPROPYL BETAINE, TETRASODIUM EDTA, 2-BROMO-2-NITROPROPANE-1,3-DIOL, FRAGRANCE, CITRIC ACID, GREEN 5 (CI 61570), YELLOW 5 (CI 19140)

Handling Instructions: Avoid contact with eyes. In case of contact with eyes, rinse immediately with plenty of water (for at least 10 minutes) and seek medical advice, if condition persists.

Shelf Life: This product has an expiration date of 3 years from the date of manufacture.

Regulatory Compliance: This product is manufactured and labeled in compliance with the Federal Food, Drug, and Cosmetic Act..

Safety Data sheets available from www.debgroup.com/msds

Product Testing

Test Type	Comment
Time Kill Efficacy	Conforms to the US FDA Tentative Final Monograph for Healthcare Antiseptic Drug Products with efficacy of 99.99% after a 30-second exposure period. Contact Deb for complete report.

Available Pack Sizes and Dispensers

Stock Code	Size	Case Quantity	Dispensers
ANT1L	1 Liter Cartridge	6	ANT1LDS
ANT2LT	2 Liter Cartridge	4	ANT2LDP
ANT120TF	1200 mL Touch Free Cartridge	3	TF2CHR, TF2WHI, TF2AZU, TF2BLK
ANT400ML	400 mL Pump Bottle	6	

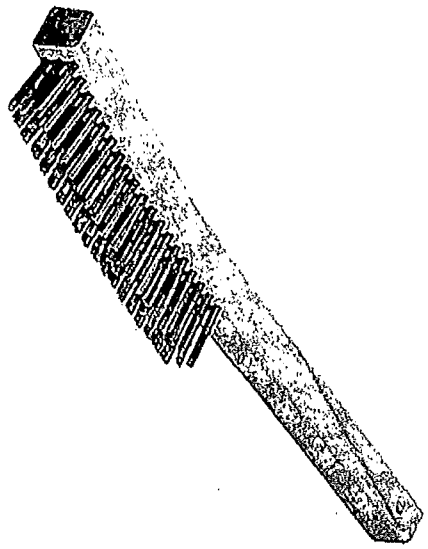
Deb® is a registered trademark of Deb Group Ltd.

USA Office: Deb USA, Inc., 2730 W. Tyvola Road, Suite 200, Charlotte, NC 28217-4582 Tel: 1-800-248-7190
www.debgroup.com

FBANT0002 Rev. 11-2011

Line E-2

4577000 - 13.75" Brush with 3 x 19 Rows of Carbon Steel Bristles



Details

Item #
4577000

List Price
[redacted]

Product #
45770

Case Pack
12 ea

Color
00 - Not Applicable

N/A

Each UPC
085404507751

Case UPC
085404939569

Invoice Description
13-3/4"STEEL WIRE BRUSH

Features

- Use wire brushes for removing rust, metal burrs, paint, and varnish

Tech Specs

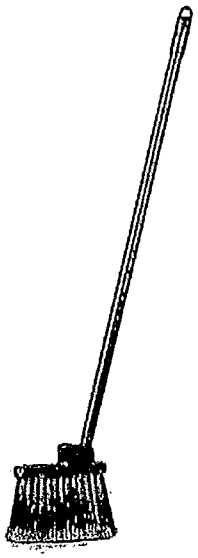
	US	Metric
Block Size	13.75 in	34.92 cm
Bristle Trim	1.13 in	2.87 cm
Material	Steel Wire	
Material - Block	Wood - other	
Country of Origin	China	
Harmonized Code	960390.8050	
Case Weight	5.00 lb	2.27 kg
Case Cube	0.24 ft3	0.01 m3
Case Length	14.75 in	37.47 cm
Case Width	7.00 in	17.78 cm
Case Height	4.00 in	10.16 cm
Pallet Case Qty	204	
Pallet Tier	17	
Pallet High	12	

Related Literature

CSMP2013CatalogBrushesAccess - 3 MB (PDF)

Line E-4

3685914 - Duo-Sweep® Wide Flagged Lobby Broom With 35" Black Metal Threaded Handle 30" - Blue



Details

Item #
3685914

Product #
36859

Color
14 - Blue

List Price
[redacted]

Case Pack
12 ea

Each UPC
017183118682

Case UPC
00017183884099

Invoice Description
36" DUO-SWEEP FLAGGED LOBBY BROOM

Features

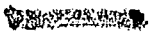
- Two handle holes; upright hole for general purpose sweeping or angle hole for reaching into corners, along walls, or into hard to reach areas
- Flagged blue synthetic filament for fine debris
- Use lobby brooms with dust pans (sold separately)
- Heavy-duty construction and extra thick base for superior thermal conductivity

Tech Specs

	US	Metric
Bristle Trim	4.00 in	10.16 cm
Bristle Width	7.50 in	19.05 cm
Handle Length	30.00 in	76.20 cm
Overall Length	36.00 in	91.44 cm
Material	Polypropylene (PPY)	
Material - Handle	Metal - other	
Country of Origin	Sri Lanka	
Harmonized Code	960390.8020	
Case Weight	9.00 lb	4.08 kg
Case Cube	1.42 ft3	0.04 m3
Case Length	8.26 in	20.97 cm
Case Width	8.25 in	20.96 cm
Case Height	36.00 in	91.44 cm
Pallet Case Qty	30	
Pallet Tier	6	
Pallet High	5	

Related Literature

CSMP2013CatalogFloorBrushesBrooms - 4 MB (PDF)
QSR Guide - 1 MB (PDF)

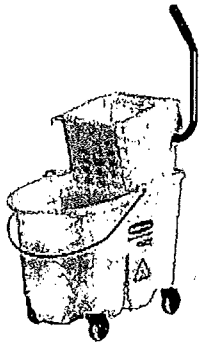


Rubbermaid Commercial Products

Cleaning > WaveBrake® Mopping Systems

Line E-12

7580-88 WaveBrake® Side Press Combo



The WaveBrake® mop bucket and wringer system reduces splashing, which means a safer environment, cleaner floors, and improved productivity.

-
- Massive capacity for the largest commercial cleaning jobs.
- Foot pedal water evacuation conveniently located, no lifting required, for worker well-being.
- Lasts 58 times longer than comparative wringers.
- Tested to exceed 50,000 wringing cycles, average wringers perform approximately 860 cycles.
- Premium tubular steel and Structural Web molded plastic.
- Accepts optional Dirty Water Bucket, 9C74.
- High efficiency side press wringer.

SUSTAINABLE PRODUCTS

This product has the following sustainable attributes:

LEED Credits

AVAILABLE COLORS

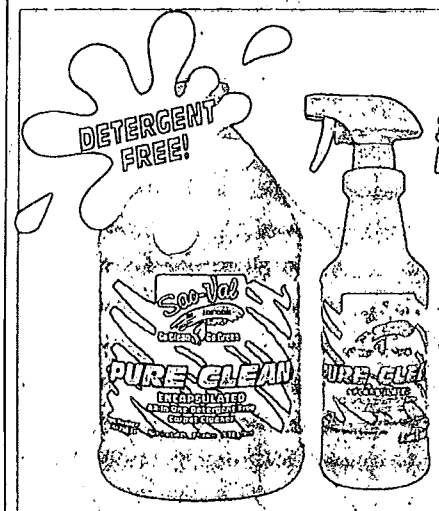
Order #	Color	Product UPC/ UCC Code
FG758088 YEL	YEL	086876176421 / 00086876176421
FG758088 BRN	BRN	086876176513 / 00086876176513

SPECIFICATIONS

	U.S.	Metric
Length:	20.1 in	51.1 cm
Width:	15.7 in	39.9 cm
Height:	36 1/2 in	92.7 cm
Mop Capacity [Max]:	32 oz	946.4 mL
Volume Capacity [Nom]:	35 qt	33.1 L
Volume Capacity [Max]:	35 qt	33.1 L
Volume Capacity [Min]:		

Lines 7-3 7-6 7-13

Item Number: 0553 208-01



32oz. mixing bottle in every case!

PURE CLEAN

ENCAPSULATED All-In-One Detergent Free Carpet Cleaner

This specialized cleaner is formulated to be all natural and detergent free. The encapsulated technology allows for:

- **Reduced Soil Re-deposition** – keeps the emulsified soils from redepositing back onto the carpet fibers. Any detergent free residue left after rinsing is crystallized for easy vacuum removal.
- **Increases Cleaning Performance 2X** – increase cleaning capacity at a lower cost vs. carpet cleaning chemicals without encapsulation.

Helps keep your carpets stay cleaner longer. It is versatile enough to be not only used for extraction, but for spotting, bonnet cleaning as well as traffic lane pre-spray. Safe for use on 5th generation carpets.

Petroleum Solvents · Dye/Fragrance · Bleach · Caustics

Sticky Soaps & Detergents · Glycol Ethers (Butyl)

DIRECTIONS FOR USE

EXTRACTION:
Depending upon soil, dilute from 1:40 to 1:64 (3-2 oz) per gallon of warm water. Low foam and residue free.

BONNET CLEANING:
Depending upon soil conditions, dilute from 1:20 – 1:32 (6 – 4 oz.) per gallon of warm water. Make sure spin bonnet is clean before starting. Bonnet entire area keeping in mind to flip bonnet over from time to time. Rinse out in mop bucket with clean water. Re-apply solution as needed.

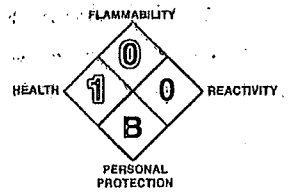
PRE-SPRAY:
Depending upon soil, dilute from 1:32 – 1:64 (4-2 oz) per gallon of warm water. Use a clean pump up type sprayer for mixing and application. Spray areas completely, but do not over wet. Let sit for about 5 minutes to help penetrate and release the soil. Extract as usual.

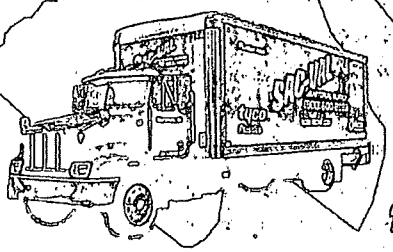
CARPET SPOTTING:
1. Mix PURE CLEAN 50:50 with water in a trigger spray bottle.
2. Spray directly on stained area, do not overwet. Allow sufficient contact time to penetrate soil (1-3 minutes).
3. Use a clean white absorbent towel to blot up the stain. Turn the towel over frequently as you blot, do not rub.
4. A soft spotting brush can be used for stubborn stains.

TECHNICAL DATA

Color:	Clear
Specific Gravity:	1.11
pH Concentrate:	9.0 - 10.0
Density:	9.25 lbs/gallon
Viscosity:	Water Thin
Stability:	1 Year Min.
Cationics:	None
Solvents:	None
Flash Point:	None

HMIS RATING





W. Sacramento
San Jose
Santa Rosa
1.800.600.8989

Sa-Val JANITORIAL SUPPLY
Go Clean Go Green

BUTCHER'S®

Line 7-7

Green Submarine

General Purpose Cleaner



Introduction to Green Submarine

- General Purpose/Scrub-and-Recoat Cleaner. Great for spray & wipe and mop & bucket applications. Excellent for scrubbing floors before re-coating. Great for daily cleaning of unfinished tile in high soil areas.

Power-Packed Cleaner

- Removes most types of dirt, grit, grease and soap scum

Full Range

- Works with cold, hot, soft and hard water in mop and bucket, auto-scrubber and trigger spray applications

Leaves No Film Residue

- Leaves surface sparkling clean without rinsing

Leaves Area Fresh and Clean

- Mild scent without a heavy perfume smell

Economical

- Concentrated formulations deliver powerful cleaning performance for just pennies per diluted gallon

Designed For

- Healthcare
- Food Service
- Education
- Retail
- BSC
- Government
- Lodging

Green Submarine

Mop and Bucket Method

- Dust mop or sweep floor.
- Fill, dilute or dispense product according to label directions.
- Mop floors. No rinsing is necessary in non-food preparation areas.

Automatic Scrubber Method

- Dust mop or sweep floor.
- Fill, dilute or dispense product according to label directions.
- Clean and scrub floors.
- Trail mop machine turns, edges and low spots in the floor to pick up cleaning solution left behind by machine.

Spray and Wipe Cleaning

- Fill, dilute or dispense product according to label directions.
- Spray and wipe surfaces clean.

Technical data

Color/Form	Clear green liquid	Shelf Life	2 years
Flash Point	> 200° F (> 93.4° C)	Solubility	Complete
pH (Concentrate)	12.9 (Concentrate), 9.6 (1:128), 10.5 (1:64)	Specific Gravity	1.033 (Concentrate) 1.024 (SC)
pH (SC)	11.66 (Concentrate), 10.02 (1:128)	WHMIS Classification	D2B
Scent	Mild citrus		

Safety Reminder

Please make sure your employees read and understand the product label and Material Safety Data Sheet before using this product. The label contains directions for use, and both the label and MSDS contain hazard warnings, precautionary statements and first aid procedures. MSDS are available by calling: 800 225 9475.

Pack Details

Product code	Pack size	Dilution
5847981	4 x 1 gal./3.78 L Containers	1:64
5848019	1 x 5 gal./18.9 L Envirobox™	1:64
5848035	2 x 1 gal./1.89 L Containers	1:64

Hazard Rating

HMIS®	Concentrate	NFPA®
2	Health	2
0	Flammability	0
0	Reactivity	0

HMIS®	Use Dilution 1:64	NFPA®
0	Health	0
0	Flammability	0
0	Reactivity	0

4=Very High; 3=High; 2=Moderate; 1=Slight; 0=Insignificant.

For additional information, please call 800 225 9475
or email butchers@sealedair.com

BUTCHER'S®

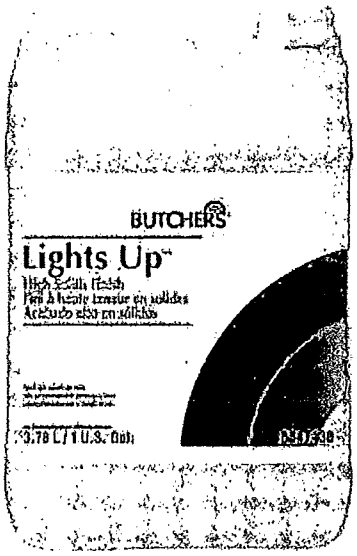
SPC90288 (12/354)

BUTCHER'S®

Lines 7-9
7-12

Lights Up

High Solids Finish



Introduction to Lights Up

- 25% Solids floor finish. Durable formula builds gloss quickly and easily. Versatile finish that responds to both spray buffing or UHS burnishing.

Excellent Performance

- One coat has the gloss of two coats
- Applies easily and levels perfectly with no mop drag
- Great mark resistance and durability

Easy-to-Use

- Install up to five coats in one night
- Excellent repairability with spray buffing or UHS burnishing
- Low odor finish is ideal for 24-hour facilities

Designed For

- Healthcare
- Education
- Retail
- Government
- BSC

Lights Up

Preparation

- Always barricade area to be finished.
- Before the first application of **Lights Up High Solids Finish**, remove all old finish with recommended stripper.

Coating

- Apply 3 or more medium coats of **Lights Up High Solids Finish** with a clean finish mop. Let dry to the touch between coats (about 30 minutes).
- On porous resilient or stone floors, seal first with 2 coats of recommended seal.

Maintenance

- Clean Daily: Dust mop. Then wet clean with recommended cleaner in an autoscrubber or with a damp mop.
- Spray buff as needed with recommended spray buff, a red or beige pad and a 175–1500 RPM machine. Or burnish with a UHS pad and a battery, cord electric or propane machine at 1500–2000+ RPM.
- Clean and restore gloss with recommended burnisher. Apply recommended burnisher using an autoscrubber or damp mop, let floor dry and then burnish.

Recoating

- Clean thoroughly. Dust mop. Machine scrub with a floor machine or autoscrubber using a blue pad and the recommended cleaner at the recommended dilution. Rinse well and let dry.
- Apply 2 new coats of **Lights Up High Solids Finish**.

Technical data

Color/Form	Opaque liquid	Slip Resistance	0.5 minimum (ASTM D2047)
Flash Point	>200° F (> 93.3° C)	Solids %	25
pH	7.9–8.5	Solubility	Dispersible
Scent	Bland	Specific Gravity	1.03 g/l
Shelf Life	2 years		

Safety Reminder

Please make sure your employees read and understand the product label and Material Safety Data Sheet before using this product. The label contains directions for use, and both the label and MSDS contain hazard warnings, precautionary statements and first aid procedures. MSDS are available by calling: 800 225 9475.

Pack Details

Product code	Pack size	Dilution
5847438	4 x 1 gal./3.78 L Containers	RTU
5847446	1 x 5 gal./18.9 L Envirobox™MC	RTU

Hazard Rating

HMIS		NFPA
1	Health	1
0	Flammability	0
0	Reactivity	0

4=Very High; 3=High; 2=Moderate; 1=Slight; 0=Insignificant.

For additional information, please call 800 225 9475 or email butchers@sealedair.com

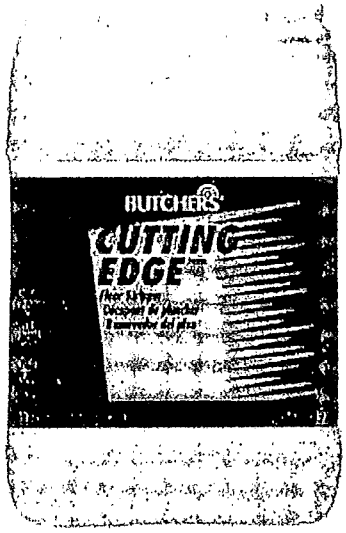
BUTCHER'S®

BUTCHER'S®

Line 7-16

Cutting Edge

Floor Stripper



Introduction to Cutting Edge

- High performance stripper. Highly effective non-ammoniated formula suitable for most facilities.

Product Description

- Highly effective non-ammoniated formula

Key Properties

- Mild odor, suitable for most facilities
- Does not require time-consuming flood rinse

Designed For

- Retail
- Nursing Homes
- Education
- Healthcare
- Government Buildings

Cutting Edge

Recommended Dilutions

- 1:4

Scrub No Rinse Stripping

- Mix Cutting Edge No Rinse Stripper solution according to label directions.
- Dry mop to remove loose soil.
- Flood on Cutting Edge No Rinse Stripper solution with a fully wet mop.
- Let Cutting Edge No Rinse Stripper work for 5–10 minutes. Keep floor wet. Prevent dryback.
- Scrub with a strip pad and 175–300 rpm floor machine or auto scrubber.
- Pick up with a wet vac or autoscrubber.
- Damp mop with cool water.

Technical data			
Flash Point	> 200° F (> 93.4° C)	Shelf Life	2 years
pH	13.4–14.0	Scent	Lo3

Safety Reminder
Please make sure your employees read and understand the product label and Material Safety Data Sheet before using this product. The label contains directions for use, and both the label and MSDS contain hazard warnings, precautionary statements and first aid procedures. MSDS are available by calling: 800 225 9475.

* Please dispose of any unused product in accordance with federal, state and local regulations

Pack Details

Product code	Pack size
5847497- 5847500	4 x 1 gal./3.78 L Containers 1 x 5 gal./18.9 L Envirobox™/MC

Hazard Rating

HMIS		NFPA
3	Health	3
2	Flammability	2
0	Reactivity	0

4=Very High; 3=High; 2=Moderate; 1=Slight; 0=Insignificant.

For additional information, please call 800 225 9475
or email butchers@sealedair.com

BUTCHER'S®

SPC90286 (12/354)

Diversey

Line F-10

Aquaria®
Floor Finish



A durable, multi-maintenance floor finish formulated without zinc or heavy metals.

Green Seal™ Certified
- This product meets the Green Seal™ Standard for Floor-Care Products for Industrial and Institutional use, GS-40 based on its reduced human and aquatic toxicity and reduced smog protection potential
- Formulated to work with Pro Strip™ SC Stripper, Attac® SC Stripper, Stride® Neutral Cleaner and other Diversey Green Seal™ Certified products

Excellent Performance
- Easy to apply
- Durable, proven polymer technology
- Provides excellent buff response
- Exceptional clarity with outstanding gloss
- Easy to strip

Designed For
- Healthcare
- Food Service
- Education
- Retail
- BSC
- Government
- Lodging

For additional information, please contact us at +1 800 558 2332 or at www.diversey.com

Use Overview

Aquaria® Floor Finish is an environmentally safer, multi-maintenance floor finish formulated without zinc or heavy metals. It is designed for use on all resilient floors, including vinyl and vinyl composition.

Preparation

- Blockade areas to be stripped or finished. Floors will be very slippery until dry.
- Strip floor, using a Diversey Green Seal™ certified stripper or other recommended Diversey brand stripper.

Coating

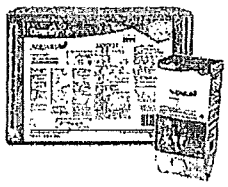
- Apply 3–4 coats uniform using a clean mop or the Diversey ProSpeed™ or TrailBlazer™ Floor Finish Applicator Systems. If a higher gloss is desired, apply additional coats.
- Allow 40 minutes drying time between coats. Temperature, humidity and ventilation may affect drying time.

Maintenance

- Dust mop or sweep.
- Clean the floor with a mop or an automatic scrubber using the recommended Diversey brand cleaner according to the label directions.
- To enhance appearance, use any of the following methods:
  - Spray buff with a Diversey brand spray buff, a red pad and 175–1500 rpm equipment.
  - Dry buff using a medium to aggressive pad and 1000–1500 rpm equipment.
  - Ultra High Speed burnish using a medium to aggressive pad and 2000 rpm equipment.

Recoating

- Dust mop or sweep.
- Clean the floor with a mop or automatic scrubber using the recommended Diversey brand cleaner according to label directions.
- Blockade area and apply 2–3 uniform coats of finish using a clean mop or the Diversey ProSpeed™ or TrailBlazer™ Floor Finish Applicator Systems.



Removal

- Blockade areas to be stripped or finished. Floors will be very slippery until dry.
- Strip floor, using a Diversey Green Seal™ certified stripper or other recommended Diversey brand stripper.

For Best Results

- Do not dilute.
- Do not use on surfaces colder than 50° F (10° C).
- To avoid contamination, do not return unused finish to original container.
- Not intended for use on wood.

Note: Floors can be slippery when contaminated with foreign materials. Promptly clean-up spills and foreign materials. Not intended for use in outdoor areas.

Product Specifications

Description	
Color/Form	Milky white liquid
Flash Point	>200° F (>93.4° C)
pH	7.6
Scent	Ammonia
Shelf Life	2 years
Slip Resistance	0.5 minimum (ASTM D2047)
Solids %	20
Solubility	Dispersible
Specific Gravity	1.026

Hazard Rating

HMIS		NFPA
1	Health	1
0	Flammability	0
0	Reactivity	0

4=Very High; 3=High; 2=Moderate; 1=Slight; 0=Insignificant.

Available Items

Product Code	Description/Package Size	Dilution
5120870*	1 x 5 gallon / 18.9 L Envirobox™ (TrailBlazer™ ready)	Ready-To-Use
4972026*	6 x 2.5 L / 2.64 Qt. ProSpeed™	Ready-To-Use

*Meets Green Seal GS-40 standard.

Safety Reminder

Please make sure your employees read and understand the product label and Material Safety Data Sheet before using this product. The label contains directions for use, and both the label and MSDS contain hazard warnings, precautionary statements and first aid procedures. MSDS are available on-line at www.diversey.com or by calling 888 352 2249.

Green Seal® Certified mark is a registered certification mark owned by Green Seal, Inc.

For additional information, please contact us at +1 800 558 2332 or at www.diversey.com

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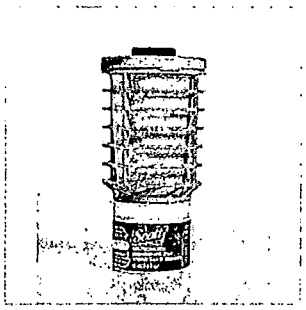
Diversey
for a cleaner, healthier future™

SCOTT® Continuous Air Freshener Refill - Citrus

CODE 91067

Line 6-2

General Variation Resource Specification Dispensers



Add to My Product List

How To Purchase

COLOR: N/A

SIZE: 2.3" x 4.4" x 2.3"

The SCOTT® Continuous Air Freshener System will keep your restrooms fresh, your costs down - and your maintenance at a minimum. Economical and easy to use, this system requires no batteries. It dispenses continuous fragrance around the clock, 24/7 for up to 60 days on a single cartridge. The refill and dispenser are non-aerosol and the fully recyclable refill contains 48ML of fragrance.

Availability: North America

Packaging Dimensions

Packaging Level 1: 1 Case = 6 Package(s)
Packaging Level 2: 1 Package = 1 Unit(s)
Packaging Level 3: 1 Case = 6 Unit(s)

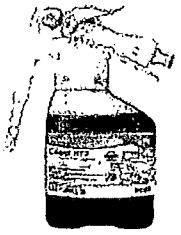
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Sealed Air
Diversey Care

Lines 6-5 + 6-9

Mildly-acidic liquid cleaner specifically developed to remove soap scum and hard water deposits from most restroom surfaces. Purple in color with a characteristic scent.

Features



- Green Seal and Environmental Choice Approved Environmentally preferred product based on its reduced human and aquatic toxicity and reduced smog production potential
- Green Seal and Environmental Choice Approved Environmentally preferred product based on its reduced human and aquatic toxicity and reduced smog production potential.
- Non-corrosive formula is suitable for nearly all washable restroom surfaces
- Non-corrosive formula is suitable for nearly all washable restroom surfaces.
- Streak-free drying allows staff to clean surfaces with the same product used for showers, doors, porcelain, counter tops and sinks
- This mildly acidic formula prevents build-up of stubborn bathroom soils with regular use
- This mildly acidic formula prevents build-up of stubborn bathroom soils with regular use.

Applications

- Bathroom fixtures, tiles, shower doors and any other washable surface
- NA
- Simply spray onto cloth and wipe or spray the product directly onto the surface to be cleaned

Specs

Item	Pack Size	Ratio	pH Conc.	pH Dilu.	Color/Scent
3145310	2 x 1.5 L RTD®	1:18	3.72	3.3	Purple - Surfactant
3172650	2 x 84.5 oz./2.5 L J-Fill®	1:18	3.72	3.3	Purple - Surfactant
5271230	2 x 1.5 gal Command Center	1:18	3.72	3.3	Purple - Surfactant

Equipment

Equipment

- RTD®
- J-Fill®
- Command Center™/MC

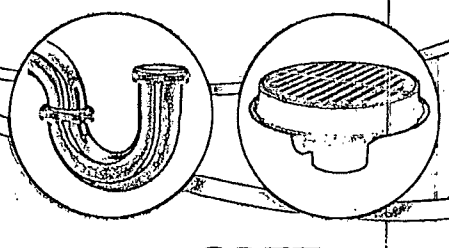
Tools

- ProSpeed™/MC

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Terms of Use: www.jdsustainablesuccess.com/terms.aspx
Privacy Policy: www.jdsustainablesuccess.com/privacy.aspx

Line 6-10

RESTROOM



BIO-DIGESTANT
digests and liquefies organic
waste, grease & food by-products,
reduces suspended solids, eliminates malodors.

- Digest Organic Wastes
- Non-Pathogenic
- Eliminates Strong Odors
- 100% Effective

SAFE
NON-ACID
NON-ALKALINE

BIO-DIGESTANT

SYNERGIZED 5-STRAIN BACTERIA

DIRECTIONS FOR USE

General Odor Control: To eliminate odor caused by vomit, spoiled foods, garbage, locker rooms, carpet, etc. Spray BIO-DIGESTANT directly on malodor, allow the bacterial action to ingest the material and the pleasant fragrance to neutralize the odor.

Grease Traps: For traps less than 20 cubic feet capacity, add 4-5 oz. of BIO-DIGESTANT daily, by pouring into a sink or pipeline closest to the trap. Add to drain at night or when the traps are used the least. After adding, flush down with a cup of lukewarm water. Larger traps: add 8-10 ounces as directed above.

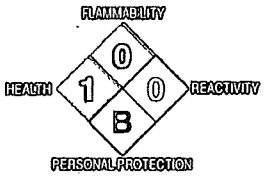
Porta-Toilets: Add 1 gallon directly over the solids with water to aid digestion. Every time the toilet is pumped, start treatment again with 1 gallon of product.

Drain Lines and Down Pipes: Use BIO-DIGESTANT a minimum of 2 times weekly, to a maximum of 4 times, depending on usage of the building. Add 4 oz. of product for each 2 inches of pipe size.
NOTE: Do not subject product to extremely hot or boiling water.

TECHNICAL DATA

Color:	White
Fragrance:	Neutral
pH:	6.5 - 7.5
Viscosity @ 75F:	Non-Viscous
Stability @ 75F:	1 Year Minimum
Flash Point (coc):	None
Density @ 75F:	8.4 lbs. Gallon
Foaming:	None
Effective pH Range:	5.0 - 8.0
USDA:	L2

H.M.I.S. RATING



Reorder No. 0429 365-GR4

Sac-Val JANITORIAL SUPPLY
Go Clean Go Green

Sac-Val Janitorial Sales
and Service, Inc.
Sacramento · San Jose · Santa Rosa
1-800-600-8989 · www.sacval.com

City of
SACRAMENTO
Finance Department

July 16, 2014

ADDENDUM NO. 1 TO BID NO. B12131061004

FOR JANITORIAL SUPPLIES

1. The Bid due date of July 23, 2014 has not been changed.
2. If there is a minimum dollar amount for an order, please state the amount:

   $ No minimum.

   If no minimum dollar amount is indicated, it shall be assumed that there is no minimum dollar amount for an order.
3. Refer to Appendix A Item No. E-6: State the price per each, Manufacturer Name, Product Name and Part Number if the size were 3" x 24". All other specifications remain the same.

Regards,

Gary O'Neill
Program Analyst

Vendor's Name: SAC VAL Janitorial Supply Inc.

Signature: Christy Underwood

Typed or Printed
Name & Title: Christy Underwood / Bid Agent

Date: 7-23-14

Procurement Services
PH: 916-808-7432
Fax: 916-808-5747
915 I Street, 2nd Floor
Sacramento, CA 95814

MUST BE POSTED IN CONSPICUOU[illegible]CE

154917

City of SACRAMENTO

BUSINESS OPERATIONS TAX CERTIFICATE

		FROM Mo. Day Yr.	TO Mo. Day Yr.
Business Name	SAC-VAL JANITORIAL SUPPLY INC		
Business Address	2421 DEL MONTE ST		
Owner	MEKEEL, THOMAS	10/01/2014	09/30/2015
Type of Business	JANITORIAL SUPPLY SALES		Expires
Tax Classification	401		

CITY OF SACRAMENTO

SAC-VAL JANITORIAL SUPPLY INC
2421 DEL MONTE ST
W SACRAMENTO, CA 95691

SEP 01 2014
IF NOT
VALIDATED
PAID

Sac Val

282159

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/27/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Wells Fargo Insurance Services USA, Inc.
10940 White Rock road, 2nd Floor
Rancho Cordova, CA 95670

CONTACT NAME: Matthew Johnson
PHONE (A/C, No, Ext): 916-589-8227 FAX (A/C, No):
E-MAIL ADDRESS: Matthew.J.Johnson@wellsfargo.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Golden Eagle Insurance Corporation	10836
INSURER B: Cypress Insurance Company	10855
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Sac Val Janitorial Sales & Service Inc.
2421 Del Monte Street

West Sacramento CA 95691

COVERAGES CERTIFICATE NUMBER: 7912410 REVISION NUMBER: See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:			CBP9739565	07/01/2014	07/01/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BA 8281657	7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			3300063031-131	12/01/2013	12/01/2014	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GECA7010107,GECG 602 (09/04) RE: Janitorial Supplies, Bid. No.P: B0811810017
City of Sacramento are named as Additional Insured as respects General Liability and Auto Liability per endorsement attached.

CERTIFICATE HOLDER

City of Sacramento
c/o Ebix BPO
PO Box 257, Ref# 106-Z327762
Portland, MI 48875-0257

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)

7/14/2014 8:00 AM

COMMERCIAL LIABILITY GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

2. Exclusions

Item 2.g. 2) is replaced with the following:

2.g. 2) A watercraft you do not own that is:

a) less than 50 feet long; and

b) Not being used to carry persons or property for a charge.

Item 2.g. 6) is added:

6) An aircraft in which you have no ownership interest and that you have chartered with crew.

The last paragraph of 2. Exclusions is replaced with the following:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner. A separate limit of insurance applies to this coverage as described in **Section III - Limits of Insurance.**

SECTION I - COVERAGES

COVERAGE C. MEDICAL PAYMENTS

If Medical Payments Coverage is provided under this policy, the following is changed:

3. Limits

The medical expense limit provided by this policy shall be the greater of:

a. $10,000; or

b. The amount shown in the declarations.

Coverage C. Medical Payments is primary and not contributing with any other insurance, even if that other insurance is also primary.

7/14/2014 8:00 AM

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The following is added:

COVERAGE D. PRODUCT RECALL NOTIFICATION EXPENSES

Insuring Agreement

We will pay "product recall notification expenses" incurred by you for the withdrawal of your products, provided that:

a. Such withdrawal is required because of a determination by you during the policy period, that the use or consumption of your products could result in "bodily injury" or "property damage"; and

b. The "product recall notification expenses" are incurred and reported to us during the policy period.

The most we will pay for "product recall notification expenses" during the policy period is $100,000.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

Item b. and d. are replaced with:

b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit" including actual loss of earnings up to $500 a day because of time off from work.

SECTION II-WHO IS AN INSURED

Item 4. is replaced with:

4. Any subsidiaries, companies, corporations, firms, or organizations you acquire or form during the policy period over which you maintain a controlling interest of greater than 50% of the stock or assets, will qualify as a Named Insured if:

a) you have the responsibility of placing insurance for such entity; and

b) coverage for the entity is not otherwise more specifically provided; and

c) the entity is incorporated or organized under the laws of the United States of America.

However; coverage under this provision does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the entity, or "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the entity.

Coverage under this provision is afforded only until the end of the policy period, or the twelve (12) month anniversary of the policy inception date whichever is earlier.

SECTION III - LIMITS OF INSURANCE

Paragraph 2 is amended to include:

The General Aggregate Limit of Insurance applies separately to each "location" owned by you, rented to you, or occupied by you with the permission of the owner.

Paragraph 6. is replaced with the following:

6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, arising out of any one fire, explosion or sprinkler leakage incident.

   The Fire Damage Limit provided by this policy shall be the greater of:

   a. $500,000. or

   b. The amount shown in the Declarations.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

Item 2. a.is replaced with:

2. **Duties In The Event of Occurrence, Offense, Claim or Suit**

   a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the "occurrence", offense, claim, or "suit". Knowledge of an "occurrence", offense, claim or "suit" by other employee(s) does not imply you also have such knowledge. To the extent possible, notice to us should include:

      1) How, when and where the "occurrence" or offense took place;

      2) The names and addresses of any injured persons and witnesses; and

      3) The nature and location of any injury or damage arising out of the "occurrence", offense, claim or "suit".

Item 4. b. 1) b) is replaced with:

b. Excess Insurance

1) b) That is Fire, Explosion or Sprinkler Leakage insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner; or

Item 6. is amended to include:

6. **Representations**

   d. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 8. is replaced with:

8. **Transfer of Rights Of Recovery Against Others To Us**

   a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

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b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under that written "insured contract" for that person or organization and included in the "products-completed operations hazard".

Item 10. and Item 11. are added:

10. Cancellation Condition

If we cancel this policy for any reason other than nonpayment of premium we will mail or deliver written notice of cancellation to the first Named Insured at least 60 days prior to the effective date of cancellation.

11. Liberalization

If we adopt a change in our forms or rules which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

SECTION V- DEFINITIONS

The following definitions are added or changed:

9. "Insured contract"

a. Is changed to:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion or sprinkler leakage to premises while rented to you, or temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner is not an "insured contract".

23 and 24 are added:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

24. "Product recall notification expenses" means the reasonable additional expenses (including, but not limited to, cost of correspondence, newspaper and magazine advertising, radio or television announcements and transportation cost), necessarily incurred in arranging for the return of products, but excluding costs of the replacement products and the cash value of the damaged products.

The following Provisions are also added to this Coverage Part:

A. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy to provide insurance such as is afforded under this Coverage Part. Such person or organization is not entitled to any notices that we are required to send to the Named Insured and is an additional insured only with respect to liability arising out of:

a. Your ongoing operations performed for that person or organization; or

b. Premises or facilities owned or used by you.

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With respect to provision **1.a.** above, a person's or organization's status as an insured under this endorsement ends when your operations for that person or organization are completed.

With respect to provision **1.b.** above, a person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such premises or facilities ends.

2. This endorsement provision **A.** does not apply:

   a. Unless the written contract or agreement has been executed, or permit has been issued, prior to the "bodily injury", "property damage" or "personal and advertising injury";

   b. To "bodily injury" or "property damage" occurring after:

      (1) All work, including materials, parts or equipment furnished in connection with such work, in the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

      (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project;

   c. To the rendering of or failure to render any professional services including, but not limited to, any professional architectural, engineering or surveying services such as:

      (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

      (2) Supervisory, inspection, architectural or engineering activities;

   d. To "bodily injury", "property damage" or "personal and advertising injury" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing;

   e. To any person or organization included as an insured under provision **B.** of this endorsement;

   f. To any person or organization included as an insured by a separate additional insured endorsement issued by us and made a part of this policy.

B. ADDITIONAL INSURED – VENDORS

Paragraph **2.** under **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization (referred to below as "vendor") with whom you agreed, in a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

   a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

   b. Any express warranty unauthorized by you;

   c. Any physical or chemical change in the product made intentionally by the vendor;

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d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. To "bodily injury" or "property damage" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

Back to Report Table of Contents

City of Sacramento

Tax ID # if applicable:

Requires Council Approval: ☐ No ☒ YES **Meeting:** 10/28/2014

☐ Real Estate ☐ Other Party Signature Needed ☐ Recording Requested

General Information

Type: Commodity **PO Type: Formal Bid-Commodity** **$ Not to Exceed: $** 124,908	**Attachment: Original No.:** **Original Doc Number:**
Other Party: STAPLES FACILITY SOLUTIONS	**Certified Copies of Document:**
Project Name: Janitorial Supplies	**Deed:** ☐ None ☐ Included ☐ Separate
Project Number: none **Bid Transaction #:** B15061511002	E/SBE-DBE-M/WBE: LBE waive

Department Information

Department: Finance — Division: Procurement Services

Project Mgr: Gary O'Neill — Supervisor: Craig Lymus

Contract Services: - — Date: 09/24/2014 — Division Mgr: Craig Lymus

Phone Number: 916-808-7432 — Org Number: 06001511

Comment:

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	Gary O'Neill	9/24/2014
Accounting:	—	—
Contract Services:	—	—
Supervisor:	CJ	9/26/14
Division Manager:	CJ	9/26/14
City Attorney	Signature or Initial	Date
City Attorney:	RW	10/7/14

☐ Send Interoffice Mail ☐ Notify for Pick Up

Authorization	Signature or Initial	Date
Choose Director Department Director:		
City Mgr: yes ☒ No ☐		

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, is not part of the contract. (01-01-09)

For City Clerk Processing

Finalized:
Initial:

Date:

Imaged:
Initial:

Date:

Received:
(City Clerk Stamp Here)

FOR CITY USE ONLY

The Bid was opened on JULY 23, 2014.

Bid Bond Required: [X] No; [ ] Yes - Amount: $ _____

Received: [ ] Cashiers or Certified Check drawn on a California bank; [ ] Surety Bond

_____
City Clerk

CONTRACT AWARD

Bid Items Included in the Contract: All Items, unless otherwise specified below

Specify: See attached, Exhibit A, "Low Bidder Per Item"

Contract Not-to-Exceed Amount: $ 124,908

Award Date: 10/28/2014

CONTRACT APPROVAL

Approved as to Form:	Approved:	Attest:
_____	_____	_____
City Attorney	City Manager (Or Authorized Designee)	City Clerk

Exhibit A - Low Bidder Per Item

Item No.	Description	Substitute allowed?	Brand	Low bidder	Delivery Days	Amount	Sales Unit	Annual Use	Annual total
A-1	Toilet Paper	No	Eco Soft	Abe Janitorial	2	$ 34.98	case	130	$ 4,547.40
A-2	Toilet Paper	No	Eco Soft	Abe Janitorial	2	$ 35.98	case	742	$ 26,697.16
A-3	Toilet Paper, tree free	Yes	Waxie Kleenline	Waxie's	2	$ 27.99	case	134	$ 3,750.66
A-4	Toilet Paper, jumbo	Yes	Tehtung	Sac Val	1	$ 21.00	case	4	$ 84.00
A-5	Toilet Seat Cover	Yes	Eco Soft	Unisource	2	$ 46.76	case	20	$ 935.20
A-6	Towels, roll	No	Eco Soft	Abe Janitorial	2	$ 34.75	case	420	$ 14,595.00
A-7	Towels, multifold	No	Eco Soft	Abe Janitorial	2	$ 16.49	case	336	$ 5,540.64
A-8	Towels, single-fold	No	Eco Soft	Abe Janitorial	2	$ 16.95	case	92	$ 1,559.40
A-9	Wipers, roll	Yes	Hospeco	Sac Val	2	$ 36.25	roll	36	$ 1,305.00
A-10	Wipers, flat	Yes	Brighton	Staples	1	$ 10.88	case	122	$ 1,327.36
B-1 thru B-6	Gloves, award in aggregate	Yes	Tradex International	Staples	1	$ 4,989.40	lot	--	$ 4,989.40
C-1	Soap, foam	Yes	GoJo	Staples	1	$ 3.66	1 liter	256	$ 936.96
C-2	Soap, foam	Yes	GoJo	Staples	1	$ 3.66	1 liter	32	$ 117.12
C-3	Soap, bar	Yes	Dial	Unisource	2	$ 48.87	case	6	$ 293.22
C-4	Hand sanitizer	Yes	GoJo	Waxie's	2	$ 50.59	case	20	$ 1,011.80
C-5	Tampons	No	Tampex	Waxie's	2	$ 52.11	case	2	$ 104.22
C-6	Liners, feminine	Yes	Rochester Midland	Unisource	2	$ 13.51	case	4	$ 54.04
C-7	Tissues, lens cleaners	Yes	Bausch&Lomb SightSavers	Sac Val	2	$ 9.12	box	54	$ 492.48
D-1 thru D-11	Trash can liners, award in aggregate	Yes	Republic	Sac Val	2	$38,191.42	lot	--	$ 38,191.42
E-1	Brush, utility	Yes	Carlisle	Waxie's	2	$ 0.92	each	12	$ 11.04
E-2	Brush, wire	Yes	Carlisle	Waxie's	2	$ 1.81	each	94	$ 170.14
E-3	Cloth, glass-cleaning	Yes	Impact	Waxie's	2	$ 7.13	pack	6	$ 42.78
E-4	Broom	Yes	Carlisle	Waxie's	2	$ 2.40	each	24	$ 57.60
E-5	Mop heads, wet	Yes	Carlisle	Waxie's	2	$ 6.20	case	4	$ 24.80
E-6	Mop heads, dry	Yes	Premier	Abe Janitorial	2	$ 5.85	each	96	$ 561.60
E-7	Mop frame	Yes	Rubbermaid	Sac Val	2	$ 2.01	each	2	$ 4.02
E-8	Mop, wet	Yes	SSS	Abe Janitorial	2	$ 54.00	case	12	$ 648.00
E-9	Mops, finish	Yes	Premier	Waxie's	2	$ 5.60	each	6	$ 33.60
E-10	Mop heads, dust	Yes	Odell	Staples	1	$ 10.50	each	20	$ 210.00

Exhibit A - Low Bidder Per Item

E-11	Mop heads, dust	Yes	Odell	Staples	1	$	5.15	each	2	$	10.30
E-12	Mop bucket	Yes	Rubbermaid	Sac Val	2	$	47.00	each	18	$	846.00
E-13	Rags	Yes	Wiper Central	Waxie's	2	$	16.67	case	48	$	800.16
E-14	Rags	Yes	A&A Wiping Clothes	Unisource	2	$	19.63	case	20	$	392.60
E-15	Sponge	Yes	SSS	Abe Janitorial	2	$	13.99	case	104	$	1,454.96
E-16	Toilet bowl mop	Yes	Impact	Waxie's	2	$	0.55	each	88	$	48.40
F-1	Baseboard stripper	Yes	Green Edge Off	Waxie's	2	$	2.81	each	24	$	67.44
F-2	Carpet cleaner	Yes	Staples Brand Group	Staples	1	$	6.35	each	2	$	12.70
F-3	Carpet cleaner	Yes	Formula Sac Val Pure Clean	Sac Val	2	$	8.00	each	120	$	960.00
F-3 alt	Carpet cleaner	Yes	UWW X-Tractor	Unisource	2	$	27.40	case/4	30	$	822.00
F-4	Carpet cleaner	No	Racine	Waxie's	2	$	28.80	box	2	$	57.60
F-5	Carpet cleaner	Yes	Amrep	Staples	1	$	2.74	canister	24	$	65.76
F-6	Carpet cleaner	Yes	Waxie-Green Encapsulating	Waxie's	2	$	12.79	each	8	$	102.32
F-7	Floor cleaner	Yes	Fridays Speed Kleen	Abe Janitorial	2	$	6.95	case/4	48	$	333.60
F-8	Floor conditioner	No	Johnson Diversey Easy Paks	Sac Val	2	$	40.05	case	4	$	160.20
F-9	Floor finisher	Yes	Fridays Dura Shine	Abe Janitorial	2	$	13.75	case/4	24	$	330.00
F-10	Floor finisher	No	Johnson Diversey Aquaria	Unisource	2	$	83.63	case	10	$	836.30
F-11	Floor finisher	Yes	SSS Legacy	Abe Janitorial	2	$	23.85	case/4	4	$	95.40
F-12	Floor finisher	Yes	Diversey Amplify	Unisource	2	$	13.10	each	2	$	26.20
F-13	Floor prespray	Yes	Staples Brand Group	Staples	1	$	7.23	each	8	$	57.84
F-14	Floor sealer	No	Johnson Diversey Freedom SC	Abe Janitorial	2	$	35.36	case	6	$	212.16
F-15	Floor sealer	Yes	W300 Undercoater & Sealer	Waxie's	2	$	47.15	each	6	$	282.90
F-16	Floor stripper	Yes	Waxie W400	Waxie's	2	$	21.02	each	16	$	336.32
F-17	Floor stripper	No	Johnson Diversey Bravo	Unisource	2	$	41.16	box	4	$	164.64
F-18	Floor stripper	Yes	SSS Pit Stop	Abe Janitorial	2	$	23.68	each	4	$	94.72
G-1	Absorbent	Yes	Lagasse	Staples	1	$	6.62	case	2	$	13.24
G-2	Air Freshener	No	OmniAir	Staples	1	$	49.99	case	6	$	299.94
G-3	Bleach, liquid	Yes	Waxie's	Waxie's	2	$	1.55	case	194	$	300.70
G-4	Bleach, powder	Yes	Proctor & Gamble	Staples	1	$	9.65	each	16	$	154.40
G-5	Cleaner	Yes	3M 44L	Unisource	2	$	16.36	each	40	$	654.40
G-6	Cleaner	Yes	Lagasse	Staples	1	$	0.98	case	32	$	31.36
G-7	Cleaner	Yes	Staples Brand Group	Staples	1	$	7.88	case	28	$	220.64
G-8	Cleaner	No	Johnson-Diversey Alpha HP	Unisource	2	$	59.49	case	8	$	475.92

Exhibit A - Low Bidder Per Item

G-9	Cleaner	No	Johnson-Diversey Crew	Unisource	2	$	57.57	case	6	$	345.42
G-10	Cleaner	Yes	Formula Sac Val Bio Clean	Sac Val	2	$	6.90	each	120	$	828.00
G-11	Cleaner	Yes	Champion MPC	Abe Janitorial	2	$	8.00	case	18	$	144.00
G-12	Cleaner	No	Sheila Shine	Waxie's	2	$	5.04	each	144	$	725.76
G-13	Cleaner	Yes	Spic and Span	Abe Janitorial	2	$	6.50	case	20	$	130.00
G-14	Deodorizer	Yes	Staples Brand Group	Staples	1	$	9.71	each	15	$	145.65
G-15	Deodorizer	Yes	Waxie Spring Clean	Waxie's	2	$	6.42	each	50	$	321.00
G-16	Detergent, laundry	Yes	Staples Brand Group	Staples	1	$	14.80	each	8	$	118.40
G-17	Disinfectant	Yes	3M Neutral Quat 23L	Unisource	2	$	4.39	each	14	$	61.46
G-18	Disinfectant	Yes	Staples Brand Group	Staples	1	$	7.79	case	20	$	155.80
G-19	Disinfectant	Yes	Amrep	Staples	1	$	27.75	case	20	$	555.00
G-20	Disinfectant	Yes	Lagasse SA Lag Lysol mildew	Waxie's	2	$	36.92	case	10	$	369.20
G-21	Disinfectant	Yes	Spartan NABC	Unisource	2	$	1.81	each	24	$	43.44
G-22	Disinfectant	Yes	Staples Brand Group	Staples	1	$	7.79	each	10	$	77.90
G-23	Disinfectant	Yes	Diversey Crew	Sac Val	2	$	1.75	each	48	$	84.00
G-24	Disinfectant	Yes	Waxie Spring Clean	Waxie's	2	$	6.42	each	62	$	398.04
G-25	Disinfectant	No	Johnson-Diversey Virex II	Sac Val	2	$	46.20	case	18	$	831.60
G-26	Glass cleaner	No	Johnson Wax Glance	Unisource	2	$	53.98	case	16	$	863.68
G-27	Glass cleaner	Yes	Diversey	Staples	1	$	2.20	case	26	$	57.20
G-28	Graffiti remover	Yes	Fridays #11323	Abe Janitorial	2	$	8.00	case	48	$	384.00
G-29	Gum remover	Yes	UWW Gum Off	Unisource	2	$	2.90	each	24	$	69.60
G-30	Spray bottle	Yes	Impact	Staples	1	$	0.50	each	472	$	236.00
G-31	Spray bottle nozzle	Yes	Impact	Waxie's	2	$	0.39	each	48	$	18.72
G-32	Toilet bowl ring remover	Yes	UWW Vortex	Unisource	2	$	1.67	each	48	$	80.16
G-33	Urinal screens	Yes	UWW Bulls Eye	Unisource	2	$	8.34	pack	12	$	100.08

CITY OF SACRAMENTO

Invitation For Bid (IFB)

and

Contract Specifications for **Supplies**

Bid Number:	**B15061511002**
Bid Name:	**Janitorial Supplies and Equipment**

Bids must be received prior to 2:00 PM on:

Wednesday	**07/23/2014**

Bids must be submitted to:

OFFICE OF THE CITY CLERK
5TH FLOOR PUBLIC COUNTER
915 I STREET, NEW CITY HALL
SACRAMENTO, CA 95814

Bidder to complete the following information:

Bidder Name:	Staples Contract & Commercial, Inc., operating as Staples Facility Solutions
Address:	1164 National Drive Ste. 20
City, State, ZIP code:	Sacramento, CA 95834
Contact name:	Brion Williams
Contact phone number:	907-240-2811
Contact email address:	brion.williams@staples.com

Note: *All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.*

SECTION I

BID INSTRUCTIONS AND REQUIREMENTS

The City of Sacramento is soliciting sealed Bids for supplies as detailed in this Bid document. Prospective Bidders are advised to thoroughly read this document and become familiar with all of its requirements. Questions must be submitted before the deadline to submit questions.

1.) Official Electronic copies of this Bid document can be obtained only from the City of Sacramento's official web Bid Center, aka "PlanetBids".

http://www.planetBids.com/portal/portal.cfm?CompanyID=15300

2.) Any additional information (Addenda, Q&A, etc.) pertaining to this Bid will also be found at the above official link.

3.) The City is not responsible for Bid documents obtained from third-party sources, such as Bid aggregate services or plan rooms. Such documents may be incomplete and Bids submitted may be deemed non-responsive. Registration as a vendor in the PlanetBids system is required in order to obtain official Bid documents.
Questions about the PlanetBids electronic bid platform should be addressed to the City of Sacramento **Procurement Services** division at **916-808-6240.**

4.) City Department / Division / Contact information

Department:	Finance
Division:	Procurement Services
Contact name:	**Gary O'Neill**
Contact phone number:	916-808-7432

5.) Q&A submittals

Submit questions prior to:

Date:	07/16/2014
Time:	2:00 PM

Submit Questions via: ☒ the Bid center ("PlanetBids") Q&A tab

(Responses will be posted in the Bid center Q&A tab or by the issuing of an Addendum)

6.) Pre-Bid Meeting

☐ No ☒ Yes, attendance is optional

Date:	**07/09/2014**
Time:	**2:00 PM**
Location name:	City Of Sacramento – New City Hall*
Address:	915 I Street
Bldg./Floor/Room:	2nd Floor, Room CH2105
City:	Sacramento CA 95814

* Photo ID is required to gain admittance to the building. There is a charge for parking.

7.) Bond Information*

Bid:	☒ Not required	☐ YES, required (a)	%
Payment:	☒ Not required	☐ YES, required	%
Performance:	☒ Not required	☐ YES, required (b)	%

(a) Pursuant to City Code section 3.56.150 and 3.56.190

(b) Pursuant to City Code section 3.56.200

8.) Timeframe

Number of days that Bid is valid:	Ninety (90)
Anticipated start date of contract*:	10/01/2014
Duration of contract:	Two (2) years; not-to-exceed five (5) years with renewals
Contract renewal information:	Three (3) additional one year renewals

*The Sacramento City Council must approve this purchase/contract before any supplies may be purchased.

9.) Workers' Compensation Insurance Waiver of Subrogation

Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTOR.

☐ **NO** ☒ **YES**

Refer to Section II, Subsection 11, for insurance requirements.

10.) City Code

All provisions of Chapter 3.56 of the City Code are applicable to any Bid submitted or contract awarded.

11.) Equipment

If equipment is Bid, it shall be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated by the City.

12.) Payment Discount

Payment discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Payment discounts offered for payment in twenty (20) or more days shall be subtracted from the total Bid price for the purposes of Bid evaluation. Any payment discount offered by the successful Bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.

13.) Bid Submission

a.) Bidders are required to submit an original Bid, including all required attachments and addenda, per City Code section 3.56.140.

b.) Bid document form shall be received by the City Clerk's Office by the date and time indicated on the cover page of this Bid document. Failure to do so will cause the late or mis-addressed Bid to be rejected.

c.) All Bids must show the full legal name of the firm submitting the Bid and must be on these official Bid document forms.

d.) Bid responses must be written in ink, printed by typewriter or computer generated. Responses made in pencil may not be considered.

e.) All Bids shall be signed in ink by a representative of the firm who is authorized to bind the firm to the terms and conditions of this Bid and possible resulting contract.

f.) Alternate Bids are invalid unless invited by the City in this Bid document. *All Bid submissions are subject to rejection when unsolicited alternate Bids are submitted.*

g.) Bids must be sealed in an appropriate envelope, package, or container and include the Bid name and number and the name and address of the Bidder on the outside of said package.

h.) No Bidder shall have interest in more than one Bid (submit more than one Bid solicitation) as stated in City Code section 3.56.13.

i.) Bidders and other interested parties are invited to be present at the opening of the Bids at a time immediately following the Bid submission deadline. Bids will be opened, in public, in the Hearing Room on the 2nd floor of Historic City Hall, 915 I Street. Sacramento, CA 95814. Photo ID will be required for admission to the building.

14.) Rejection of Bids

The right to reject any and all Bids is reserved by the City in its absolute discretion.

15.) City's rights and options

The City reserves the right to:

a.) waive any informalities or minor irregularities, as determined in its sole discretion, in connection with the Bidding process or any of the Bids received.

b.) award in whole or in part.

c.) reject all partial Bids.

d.) reject any or all Bids or make no award.

e.) issue subsequent Invitation For Bids.

f.) approve or disprove the use of any particular SubContractors and/or suppliers.

g.) accept a Bidder's signed offer and issue a purchase order or purchase orders directly to the Bidder based upon the specifications, pricing, and terms and conditions offered in the response to this Bid solicitation.

16.) Bid Evaluation

a.) In determining the amount Bid by each Bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the Bid. When such a mathematical error appears on the face of the Bid, the City shall have the right to correct such error and to compute the total amount Bid by the Bidder on the basis of the corrected figure or figures.

b.) When an item price is required to be set forth in the Bid, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the City's estimate of the quantity to be provided or performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the intent of the Bid process. The total paid for each such item of work shall be based upon the item price and not the total price.

c.) Should the Bid contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by City's estimate of the estimated quantities to be provided or performed.

d.) If the Bid contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Bid shall be disregarded.

e.) If Prospective Bidders are bidding an item "or equal" the Bidders shall list the manufacturer's name and product number of the item offered in the space provided. If such information is not provided, it will be assumed that the Bidder is offering the exact item specified. The City's decision as to whether an item is an equal to the item specified shall be final.

17.) Determination of Lowest Responsible Bidder

Pursuant to Sacramento City Code 3.56.020, the lowest responsible Bidder shall be determined as follows:

In determining whether a Bidder is responsible, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the Bidder; (ii) the ability, capacity and skill of the Bidder to perform the contract or effectuate the transaction; (iii) the ability of the Bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgment, experience and efficiency of the Bidder; (v) the quality of the Bidder's performance on previous purchases by, or contracts with, the City; (vi) the ability of the Bidder to provide future maintenance, repair parts and services for the supplies provided.

b.) Based on the information provided in the bids, the City Council or the City Manager, as the case may be, shall identify those bids that are subject at the time of bid opening to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the City Code. The lowest responsible Bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. This deduction shall be in addition to the application of any bid price preferences authorized by subsection c, below.

c.) The City Council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including but not limited to, preferences to promote the participation and utilization of local business enterprises, energy conservation and sustainability in the City's contracting for supplies and nonprofessional services. The lowest responsible Bidder shall be the responsible Bidder whose bid price is the lowest after all bid prices are calculated to include any such preferences. The calculation of such preferences shall be in addition to any deduction of sales or use tax required by subsection b, above.

18.) Pre-Award Conference

The apparent lowest responsible Bidder(s) may be required to attend a pre-award conference at a mutually acceptable time at which requirements of the Contract will be reviewed. At that time, samples of forms, reports etc., will be submitted by the Contractor for final approval.

19.) Award by Item or Group

The City reserves the right to increase or decrease quantities listed, make separate awards for any item, line-item or category/group of items to the lowest responsible bidders for such items or category/groups of items.

20.) Multiple Awards

The City reserves the right to make multiple awards in order to provide alternate sources to insure continuity of supply if meeting the City's requirements within an acceptable time period exceeds the capacity or capability of the primary Contractor(s).

21.) Contract Award Timeframe

Within ninety (90) days after the bid opening, a contract will be awarded by the City to the lowest responsible Bidder or Bidders, subject to the right of the City to reject all bids or waive informalities or minor irregularities, as it may deem proper. The time for awarding a contract may be extended in the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the Bidder objects to such extension in writing with his/her bid. The City may accept this bid offer by issuance of a Notice of Award Letter, Contract and/or a Purchase order covering award of said bid to Bidder at any time on or before the 90th day following the day that this official bid is opened by the City. This offer shall be irrevocable for 90 days after bid opening or 90 days after City Council awards the bid, whichever comes last, however this period may be extended by mutual agreement of both parties.

22.) Emergency / Declared Disaster Requirements

In the event of an emergency or if a City facility is declared a disaster area by the county, state or federal government, this contract may be subjected to unusual usage. The consultant/vendor/supplier shall service the City during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the consultant/vendor/supplier shall apply to serving the City's needs regardless of the circumstances. If the consultant/vendor/supplier is unable to supply the goods/services under the terms of the contract because of a disruption in its chain of supply or service, then the consultant/vendor/supplier shall provide proof of such disruption which may include, but not be limited to a copy of a letter from the source of supply or service stating reason for the disruption. Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted.

23.) Bid Protests

Bid protests must be filled and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Sections 3.60.460 through 3.60.560 of the Sacramento City Code shall be invalid and shall not be considered. A bid protest fee of $750.00 is required at the time of filing to be considered valid in accordance with City of Sacramento Resolution No. 2003-231 dated April 29, 2003. As used herein, the term "bid protest" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, or (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. Sections 3.60.460 - 3.60.560 of the Sacramento City Code are available at:

http://www.qcode.us/codes/sacramento/

SECTION II

LOCAL PROGRAMS AND PREFERENCES

1.) EQUAL BENEFITS ORDINANCE ("EBO") REQUIREMENTS

NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City Contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding $100,000.00. The Ordinance applies to that portion of a Contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to SubContractors or Subcontracts of any Contractor or Contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are

primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, which enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All Contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directly on a City contract, and, at the time of hire of each new employee, a copy of the notification provided as Attachment "A."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

ATTACHMENT A – EQUAL BENEFITS CODE

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On ..... (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for ..... (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination in Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

- Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:

  City of Sacramento
  Procurement Services Division
  915 I Street, Second Floor
  Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
  - Reinstatement, injunctive relief, compensatory damages and punitive damages
  - Reasonable attorney's fees and costs

ATTACHMENT B – EQUAL BENEFITS CODE

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

O Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814

O Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Procurement Services Division, at the same address, containing the details of the alleged violation.

2.) LOCAL BUSINESS ENTERPRISE ("LBE") PARTICIPATION REQIREMENTS

Waiver has been granted by the Economic Development Director for the Local Business Enterprise (LBE) participation requirement of 5% and does not apply to this bid.

3.) LOCAL BUSINESS SALES/USE TAX DEDUCTION

The Sacramento City Code requires the City to identify those bids that are subject to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the Sacramento City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. The current rate at which such local sales or use tax is received by the City is one percent (1%). **Therefore, in evaluating bids to determine the lowest responsible bidder, bids that are subject to this tax at the time of bid opening shall have an amount equal to one percent (1%) of the taxable total deducted from the bids.** This deduction shall be in addition to the application of any bid price preferences or other deductions authorized by the City Code. Such deductions shall be made for bid evaluation purposes only. Contract awards shall be made at the actual bid amount.

4.) SUSTAINABLE PURCHASING POLICY ("SPP")

The City has adopted a "Sustainable Procurement Policy" (SPP) and program. The goal is to encourage the procurement of products and services that help minimize environmental impact resulting from use and disposal of these products. Contractors are encouraged to offer Energy Star, Green Seal, UL EcoLogo, or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. City also encourages Contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this IFB. Contractors will offer products that have minimal virgin materials and maximum use of recycled products. Contractor must work with the City to attain these goals.

Notwithstanding the above, the Contractor agrees to supply the City of Sacramento with environmentally preferable and effective products in compliance with the specifications in this solicitation and provide services that help minimize environmental impact resulting from use and disposal of products specified in this bid.

The Contractor further agrees that its products specified in this bid do not contain any items, ingredients or components prohibited under the City's SPP Policy.

Council Resolution No. 2000-551 authorizes the use of incremental bid evaluation preferences up to a total not to exceed five percent (5%) of the total bid amount when evaluating the cost of products or services that represent the efforts to recycle and re-use sustainable and environmentally preferred products described in this policy. However, such bid preferences shall not exceed a total value of $50,000.00 on any single bid procurement bid preference.

The City may terminate this contract or take other appropriate actions if the Contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the City's SP Policy and requirements specified in the bid.

The City's SPP Policy is available on line at:

http://portal.cityofsacramento.org/Finance/Procurement/Sustainability-Options

Or by contacting the Procurement Services Division at (916) 808-6240.

SECTION III

GENERAL TERMS AND CONDITIONS

1.) Independent Contractor

a.) It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent Contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent Contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)

b.) It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

c.) If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and SubContractors.

d.) The provisions of this Section III Subsection 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section III Subsection 5, below.

2.) Licenses, Permits, Etc.

CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that is legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid

certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3.) Time

CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

4.) Contractor Not Agent

Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.

5.) Conflict of Interest

CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly nor indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or SubContractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.

6.) Confidentiality of City Information

During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section III Subsection 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7.) Contractor Information

a.) CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work

product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, Photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

b.) CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d.) The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8.) Standard of Performance

CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9.) Term; Suspension; Termination

a.) **Termination for Cause**. If the City determines that the Contractor's performance is not satisfactory, and notifies the Contractor of such determination in writing, the Contractor shall correct the unsatisfactory condition(s) within 5 days after receiving such notification. If the Contractor fails to correct the unsatisfactory condition(s) within 5 days, the City may declare the Contract terminated upon 30 days written notice and may, in the City's sole discretion, demand performance by the Contractor's surety, if any, or contract for performance of all or part of the remainder of Contract with another Contractor. In the event two such notices of unsatisfactory performance are given in any calendar year, and in the event that Contractor shall again fail to satisfactorily perform pursuant to the Contract, City may thereupon terminate the Contract immediately, with no prior notice. In the event of termination hereunder, the Contractor and/or its surety shall be liable and assessed for any and all costs for re-procurement and completion of the Contract.

b.) **Termination for Convenience**. The City may terminate the Contract, in whole or in part, for its convenience and without cause upon giving written notice to the Contractor. The City shall pay all reasonable costs associated with the Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with such termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned, or any other costs, which have not been incurred, as of the date of termination.

c.) **Termination After Completion Date.** If the Contractor fails to complete its performance of the Contract within the time specified in the Contract (including any approved extension of such time), if any, the Contract may be terminated and, in the event of such termination, the Contractor shall not be paid or allowed any further compensation for any costs incurred after such termination. The City may thereafter proceed to complete the Contract either by rebidding or otherwise, the Contractor and its surety, if any, shall be liable to the City for all loss or damage that the City may suffer on account of the Contractor's failure to complete the Contract on time. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

10.) Indemnity

a.) **Indemnity:** CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any SubContractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent Contractors who are directly responsible to CITY, except when such agents, servants, or independent Contractors are under the direct supervision and control of CONTRACTOR.

b.) **Insurance Policies; Intellectual Property Claims:** The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any

of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11.) Insurance Requirements

During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section III Subsection 11. The sole exception is for delivery of supplies via a common carrier.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

a.) Minimum Scope & Limits of Insurance Coverage

(1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

(2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

(3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars ($1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance or if required as indicated in the Bid Instructions.

b.) Additional Insured Coverage

(1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insured's as respects general liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR.

(2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insured's as respects auto liability.

c.) Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.

(3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

d.) Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY Risk Management Division in writing prior to execution of this Agreement.

e.) Verification of Coverage

(1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

(2) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR and/or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

f.) SubContractors

CONTRACTOR shall require and verify that all SubContractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12.) Equal Employment Opportunity

During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

a.) **Compliance With Regulations:** CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

b.) **Nondiscrimination:** CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of SubContractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

c.) **Solicitations for SubContractors, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential SubContractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

d.) **Information and Reports**: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

e.) **Sanctions for Noncompliance**: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

(1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;

(2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

f.) **Incorporation of Provisions**: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a SubContractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13.) Entire Agreement

The Contract Documents contain the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code. In the event of any conflict among the provisions of different Contract Documents, the conflict shall be resolved by giving precedence to the Contract Documents in the following order:

A. Post-Award Amendments.
B. Pricing Schedule(s), as corrected by City, if applicable.
C. Pre-Award Addenda
D. Special Provisions and Specifications.
E. Bid Instructions and Requirements

F. General Terms and Conditions
G. Technical Specifications and/or Plans

14.) Severability

If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15.) Waiver

Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

16.) Enforcement of Agreement

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

17.) Assignment Prohibited

The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.

18.) Binding Effect

This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section III, Subsection 17, above.

19.) Compliance with Laws

The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished pursuant to the Contract, including without limitation the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.

20.) Inspection

Merchandise will be inspected before acceptance by an authorized representative of the City of Sacramento for workmanship, appearance, proper functioning of all equipment and systems and conformance to all other requirements of the Contract. If deficiencies are found, it shall be the responsibility of the Contractor to pick up the merchandise, make necessary correction and

redeliver the merchandise for re-inspection and acceptance. Payment and/or commencement of discount period (if applicable) will not be made until corrective action has been made.

21.) Funding Availability

a.) The Contract is subject to the budget and fiscal provisions of the Charter and City Code of the City of Sacramento.

b.) The City's payment obligation under the Contract shall not at any time exceed the amount of funds appropriated and approved for such purpose by the Sacramento City Council.

c.) The Contract shall terminate without penalty at the end of the fiscal year in the event funds to make payment under the Contract are not appropriated and approved for such purpose by the City Council for the succeeding fiscal year. If such funds are appropriated for only a portion of the fiscal year this Contract shall terminate, without penalty, at the end of the term for which funds have been appropriated. In the event of such termination, the Contractor shall not be entitled to recover any costs incurred after termination, subject, further, to the limitation in Section III Subsection 21.B. of these General Conditions.

d.) Notwithstanding any provision of the Contract Documents to the contrary, this section shall govern over any other provision of the Contract.

22.) Inspection of Facilities

If requested by the City, the Contractor shall provide City with an inspection tour of Contractor's facilities at the location where the work under the Contract will be accomplished.

23.) Material Safety Data Sheets (MSDS) or (SDS)

It is mandatory for a manufacturer, supplier, or distributor, to supply a MSDS with the first shipment of hazardous material to each City location receiving the material. Also, at any time the content of a MSDS is revised, the vendor is required to provide new information relevant to the specific material to each City location receiving the material.

Contractor is to replace the MSDS with the appropriate Globally Harmonized System Safety Data Sheet (SDS) once the SDS becomes available.

24.) Notification of Material Changes in Business

Contractor agrees that if it experiences any material changes in its business including, without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition which may jeopardize the scheduled delivery or fulfillment of Contractor's contractual obligations to the City. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Procurement Services Division reserves the right at its sole discretion to terminate the Contract either for cause or for convenience as provided in Section 9 of these General Conditions.

25.) Payment and Invoicing

Unless otherwise specified in the Contract Documents, payment for services rendered or materials provided and accepted by City will be made monthly, in arrears, after receipt of a proper invoice.

26.) Protection of Existing Facilities

Contractor shall take every precaution to protect all public and private property during the performance of the Contract. Any damages caused by Contractor's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor.

27.) Guarantee

By submitting its bid, the Contractor guarantees that all merchandise delivered and/or work or services performed under the Contract shall meet the minimum requirements set forth herein. If it is determined by the City that the merchandise delivered or work or services performed do not meet the minimum requirements of the Contract, the Contractor shall be required to correct the same at Contractor's sole expense.

SECTION IV

SPECIAL PROVISIONS AND SPECIFICATIONS

1.) AUTHORIZED DISTRIBUTOR OR MANUFACTURER

The successful bidder warrants that they are an authorized distributor or manufacturer for all of the products that they sell to the City under this contract.

2.) BRAND NAME

a. Unless otherwise indicated, brand names and numbers, when used, are for reference to indicate the character or quality desired.

b. Equal items will be considered, provided offer clearly describes the merchandise. Offers for equal items shall state the brand name and manufacturer number. The determination of the Procurement Services Division as to what items are equal shall be final and conclusive.

c. When brand, number, or level of quality is not stated by the Contractor, it is understood that the offer is exactly as specified.

d. If submitting a proposal on a manufacturer's product other than that specified, Contractor must attach descriptive literature and specifications with the proposal.

e. If necessary, the burden of proof and cost of analysis to determine equality shall be that of the Contractor.

3.) CONTRACT PERIOD

Any contract(s) resulting from this proposal shall be effective for a two-year period starting from the date of award from City Council.

4.) COOPERATIVE PURCHASING

If mutually agreeable to both parties, the use of any resulting contract may be extended to other government agencies. It shall be understood that all terms and conditions as specified herein shall apply. The City of Sacramento will not be an agent, partner or representative of any other government agency as it relates to this specification and is not obligated or liable, including, but not limited to, payment for an order placed by any other government agency.

5.) DEFAULT BY CONTRACTOR

In case of default by Contractor, the City reserves the right to procure the articles or services from other sources and to hold the Contractor responsible for any excess costs occasioned to the City thereby.

6.) DELIVERY GUARANTEE

Contractor shall guarantee delivery of any contract item within 48 hours after receipt of order (ARO). Each weekend day or holiday within the time frame shall extend the delivery period per 24 hours. Emergency orders shall be delivered the same day, if placed prior to 10:00 a.m. Pacific Time, or next day if placed after 10:00 a.m. The City of Sacramento will solely determine an emergency order. Failure to comply with emergency orders may be cause for termination.

7.) DELIVERY HOURS

Delivery hours will vary for each facility. It is the responsibility of the Contractor to consult with each City facility to determine an optimum time for delivery

8.) DISPENSERS

The necessary amount and correct style of dispensers for each facility will be provided free-of-charge by the Contractor. Installation and repairs of the dispensers will be at the direction of the City. Dispensers that are no longer functional will be removed by the Contractor. Contractor may be asked to safely dispose of old dispensers in an ecologically-friendly manner.

9.) F.O.B./FREIGHT

All items are to be supplied F.O.B., Delivered, freight prepaid and allowed. Contractor will bear and pay freight charges at time of shipment and will hold title to goods up until they are received by the City of Sacramento at the shipping destination. Contractor will be responsible for filing all claims for damaged or lost goods.

10.) LABELING

All shipping cartons shall be labeled externally with the product number contained therein as well as the name of the product and the quantity contained in the carton.

11.) MODIFICATION OF CONTRACT

The City may order changes in the work herein required and may order extra work in connection with the performance of the contract and the Contractor may comply with such orders, except that:

A. If changes in requirements, reports, or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract will be increased or decreased by such amount as the Contractor and the Procurement Services Manager may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work.

B. No order for any alteration, modification, or extra work which will increase or decrease the cost of the work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Procurement Services Manager. No oral statement of any person shall in any manner or degree modify or otherwise affect the terms of this contract, including the requirements of the specifications.

12.) PRICING

Pricing during the term of this agreement will be applied as follows:

A) Contract Items - Prices for contract items (see Pricing Schedule) are to be firm for the first year of the contract.

Price increases will not be granted retroactively and request for adjustment must be received in writing by the City's Procurement Services division. The City reserves the right to terminate contract without further obligation by either party in the event price increases are not acceptable. The City is also to be given benefit of any decline in prices immediately upon the manufacturer's effective date of such decline. Requests for price increases shall be accompanied by Manufacturer's Price Lists or regularly published price lists of the Contractor which substantiate the request for price change.

B) Catalog Items - For items normally carried in inventory by the Contractor, but not specifically identified as contract items, the City is to receive discounts equal to or greater than the most favorable discount offered to other customers by the Contractor.

C) Special Orders - For items not identified as contract items and non-catalog (non-inventory) items, quotations may be solicited as deemed appropriate by the City on a case-by-case basis.

Note: Special promotions such as early order programs shall be offered to the City.

13.) PURCHASE ORDER

1. A Purchase Order will be issued to the Contractor on behalf of each of the City organization(s) who will be ordering items/services covered in the contract. The Purchase Order will be enclosed with the resulting contract or will be issued shortly thereafter, and will become an integral part of the resulting contract. Each Purchase Order will cite a specific dollar value to cover a particular item or specified period of time. If a contract is for a specific period of time and extends beyond the close of the City's fiscal year of June 30th, additional purchases order may be issued for each fiscal year.

2. The Purchase Order does not supersede any provision of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto.

3. Delivery of material and/or services shall not begin until receipt of the Purchase Order and/or other notification by the City Procurement Services Manager.

14.) QUANTITIES (ESTIMATED)

The quantities stated in the pricing schedule are estimates only of the City's requirements. Contractor agrees to furnish more or less than the estimates at the unit prices quoted in accordance with availability of funds and actual needs as they occur throughout the contract period.

15.) QUANTITIES UNRESTRICTED

The City is not limited to purchase all of its requirements from any contract resulting from this request.

16.) SAFETY REQUIREMENTS

All services and merchandise must comply with current California State Division of Industrial Safety Orders and O.S.H.A.

17.) SAMPLES

Prior to the award of the contract, the City may require that samples be submitted for evaluation and/or testing. The samples provided by the Contractor shall represent the exact items and/or products proposed and to be supplied. The City may perform selected inspections and tests to verify that the items and/or products proposed meet the requirements of this specification.

Samples must be received within five (5) working days of the request for pre-award samples. Failure to satisfy any of the City's requirements and/or specifications may result in the rejection of the bid.

Samples, when required, shall be furnished free of cost of any sort to the City of Sacramento.

18.) SERVICE PROVIDERS CONTRACTED BY THE CITY

The successful Contractor shall make the pricing and terms and conditions available to any and all Contractors hired by the City to provide janitorial service to City facilities.

19.) SHELF LIFE

Products having an expiration date shall be delivered with maximum unexpired time remaining. Unless otherwise qualified, Contractor agrees to exchange outdated unopened packages with unexpired material without cost to the City except that transportation costs may be charged. All expiration dates must be listed on the outside of the package.

20.) SUBCONTRACTS AND ASSIGNMENTS

No portion of the goods or services, except for delivery, may be subcontracted in whole or in part, nor assigned by the Contractor, nor may assignment of any money due or to become due the Contractor under this contract be made without the prior written consent of the City.

21.) SUBSTITUTE PRODUCTS

If, in the event of a manufacturer product change, the proposed and/or awarded item is no longer available, the vendor must immediately notify the Procurement Services Division Contract Manager for approval of allowable substitute product.

22.) USAGE REPORTS

Contractor is to furnish Usage Reports in Excel or a format approved by the City to the Procurement Services Contract Manager on a quarterly basis for all sales to City departments (Jan – Mar, Apr – Jun, Jul – Sep, Oct – Dec).

Each quarterly workbook is to contain a separate worksheet for each City account. At a minimum, the sheet shall contain:

- Item or product number
- Manufacturer name
- Manufacturer number
- Name of the item – must be spelt exactly as it appears on the container
- Quantity ordered
- Sell price
- Units Purchased
- Extended price

In addition, the report shall also contain a pivot table or separate worksheet with a cumulative total of each item purchase by the City.

23.) WARRANTY (COMMERCIAL)

The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract.

24.) WEBSITE ORDERS

The Contractor shall have a secure website using SSL (secure socket layer) for the purpose of placing orders electronically. Website ordering platform must integrate with stock management system. The ordering history for each City division must be available to the City division at the time an order is placed.

25.) CATEGORY A: PAPER PRODUCTS SPECIFICATIONS

- Products are to be made utilizing de-inking and bleaching processes that are free of chlorine.
- Product and packaging are to be free from all but trace amounts of heavy metals.

26.) CATEGORY B: GLOVES

- All gloves are powder-free, single-use (disposable), and manufactured using USDA accepted materials.
- Box count may be determined by weight.
- Latex gloves are textured for improved grip, medical-grade (used to protect the wearer from biological organism transmission), and non-sterile sterility.
- Latex gloves must meet or exceed ASTM D3578-99 and ASTM D5151-99 standards.
- Nitrile gloves are chemical-resistant and non-medical.
- Vinyl gloves are non-sterile with a rolled cuff.

27.) CATEGORY D: TRASH CAN LINERS

- Liners are to meet the standards for recycled contact as detailed in the State of California Public Resources Code Sections 42290 – 42298.
- Flat bottom construction, seamless tubular construction, flat folded in cartons for one-at-a-time dispensing, contains no heavy-metal additives.
- Cartons are to be composed of a minimum of 60% recycled content printed with soy-based or water-based inks.

28.) CATEGORY F AND CATEGORY G: USAGE INSTRUCTIONS AND TRAINING

- The successful contractor shall offer to each City division purchasing items under this contract from Category F or Category G the necessary training on proper handling of all chemicals and hazardous materials. Training shall be by a qualified or certified advisor. Training is to include instruction on proper dilution rates, personal protection equipment required, and all other procedures necessary to successfully use or apply the product. Training will be at no charge.

- New product(s) shall require on-site training by the advisor upon request, also at no additional cost.

- Contractor is to maintain a database with the names of all City employee(s) who attended training, the City division that the employee is assigned to, the training date(s) and type of training received.

SECTION V

BIDDER RESPONSE DOCUMENTS

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "Bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefor, the prices set forth in the attached Pricing Schedule.

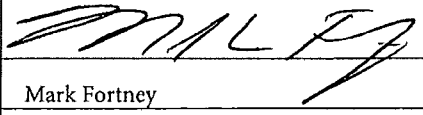
CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, and any Addenda, Amendments, Special Provisions, Specifications, Plans or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents, referred to herein as the Contract Documents, are fully incorporated herein by this reference and are collectively referred to as the Contract. By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder:

Name of Contractor:	Staples Contract & Commercial, Inc., operating as Staples Facility Solutions		
Address:	1164 National Drive Ste. 20		
City / State / ZIP:	Sacramento, CA 95834		
Phone:	(907) 240-2811	Fax:	
Email address:	Brion.Williams@Staples.com		
Fed. Tax ID #:	04-2896127	State Tax ID#:	SR Z OHB 97-162235 00005 AA
City of Sacramento Business Operations Tax Certificate #:			
Type of Business Entity (Check one):	☐ Individual/Sole Proprietor ☐ Partnership ☒ Corporation ☐ Limited Liability Co ☐ Other (specify): _____		

By:

Signature:			
Printed Name:	Mark Fortney		
Title:	Area Vice President, Staples Facilities Solutions	Date:	7-21-14

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

The person signing this Agreement for the CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this agreement on behalf of the CONTRACTOR and to bind the CONTRACTOR to the performance of its obligations herein.

Incomplete information may render a bid "non-responsive":

1.) Local Business Sales/Use Tax Deduction

In order to identify those bids that are subject to the City's local sales or use tax, all bidders shall respond to the following:

Does the bidder have fixed offices or locally taxable distribution points within the boundaries of the City of Sacramento?

☐ **NO** ☒ **YES, 1% bid preference**

If the answer is "Yes", please provide the street address of this Sacramento location:

1164 National Drive Ste. 20, Sacramento, CA 95834

2.) Local Business Enterprise (LBE) Participation

Is your firm an LBE as defined under City Code section 3.60.270?

☐ **NO** ☐ **YES, 5% participation requirement**

If the answer is "Yes", please provide the street address of this Sacramento location:

N/A

If the answer is "Yes", please provide the **City of Sacramento Business Operations Tax Certificate** number AND submit a copy of the current certificate:

N/A

If applicable, provide the **County of Sacramento Business License Number** AND submit a copy of the current license in addition to or in place of the City information:

2010-047215

3.) Business Operations Tax Certificate ("BOTC")

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a **Business Operations Tax Certificate** and pay the applicable tax if necessary. Successful bidders will be REQUIRED to show compliance with this requirement prior to award of the contract.

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500.

A copy of the BOTC must be submitted by the successful bidder within ten working days of the Notice of Intent to Award.

4.) Delivery Guarantee

Contractor guarantees delivery within _next business day_ working days after receipt of the order.

5.) Prompt Payment Discount

Do you offer a prompt payment discount for purchases made by the City of Sacramento?

☒ **NO** (net 30 days) ☐ **YES**

If yes: The discount is NJPA Program % -- *or*-- $_____ for payment within _____ calendar days computed from the date that the delivery is accepted by the City or the date that a correct invoice is received by the proper City department (the "Bill To:" address on the PO), whichever is later.

Discounts for payments made in less than 20 calendar days will not be considered as part of the bid evaluation.

6.) Electronic Funds Transfer (EFT)

Do you have the ability to accept electronic payments (EFT)?

☐ **NO** ☒ **YES**

If yes: The discount offered for EFT is N/A %.

NOTE: this information is for informational purposes only; there is no bid preference offered.

7.) Certificate of Insurance

Successful bidders are REQUIRED to submit the necessary Certificate(s) of Insurance as called for in the General Conditions within ten working days after Notification of Intent to Award.

8.) Insurance Coverage Waivers

a.) **AUTOMOBILE:** No automobile liability insurance shall be required if the CONTRACTOR completes the following certification:

"I certify that a private motor vehicle will not be used in the delivery of supplies or performance of any work or services under this agreement. Any deliveries of supplies shall be via common carrier."

_____ **(CONTRACTOR initials)**

b.) **WORKERS' COMPENSATION:** No Worker's Compensation insurance shall be required if the CONTRACTOR completes the following certification:

"I certify that my business has no employees and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance."

N/A **(CONTRACTOR initials)**

9.) Training Program

All bidders submitting prices for Category F and/or Category G are required to submit the name of the employee in charge of training, a brief description of the background of this individual, and a brief description of the training program. Submit information on a separate sheet of paper, if necessary.

Trainer: Brion Williams

Trainer's background:

Please refer to our additional information document for a full explanation of our training program and background.

Training program:

Staples Facility Solutions will provide onsite training. Please refer to our additional informations document for a full explanation of our training program.

10.) Repair charges

Hourly rate for repairs to dispenser systems: $ 0.00

Minimum charge for on-site repairs: $ 0.00

11.) Equal Benefits Ordinance ("EBO") Declaration of Compliance

Name of Contractor:	Staples Contract & Commercial, Inc., operating as Staples Facility Solutions
Address:	1164 National Drive Ste. 20
City / State / ZIP:	Sacramento, CA 95834

The above-named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements").

2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").

3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:

   a. Bereavement Leave
   b. Disability, life, and other types of insurance
   c. Family medical leave
   d. Health benefits
   e. Membership or membership discounts
   f. Moving expenses
   g. Pension and retirement benefits
   h. Vacation
   i. Travel benefits
   j. Any other benefit offered to employees

   Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

   a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

   b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.

c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.

d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.

e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.

f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.

g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).

h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuses to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.

5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of $50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.

7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.

8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

By:

Signature:			
Printed Name:	Mark Fortney		
Title:	Area Vice President, Staples Facility Solutions	Date:	7-21-14

12.) Bid Sheet (price schedule)

Refer to Appendix A ("Janitorial Supplies Bid Sheet").

1. Enter the Manufacturer's name in the appropriate field for each product that does not state "NO SUBSTITUTES" in the description field.
2. Enter the Product Name and the Manufacturer's number in the appropriate field for each product that does not state "NO SUBSTITUTES" in the description field.
3. Enter the Bid Price in US Dollars in the spreadsheet field with that title. The Extended Price field will auto-populate as well as the Total amount for that Category.
4. Enter "no bid" in the Extended Price field if you do not wish to bid on a particular line item. All items in Category B or Category D must be bid in order not to be deemed non-responsive for either of these two categories.
5. Enter the percentage off of your catalog price for similar products in the category.
6. Enter the name of the firm in the "Bidder Name" line at the bottom of each page of Appendix A.
7. All pages of Appendix A must be submitted or the bid will be deemed non-responsive.

Exceptions to specifications must be submitted on a separate piece of paper. Exception page shall list the name of the contractor, the item number, and the deviation from the stated description or packaging count.

13.) Co-operative Purchasing Agreement (option)

Bidder may submit prices derived from a competitively bid co-operative purchasing agreement.

Submit the Bid Cover Page, Bidder's Response (Section V.) document, and Appendix A.
(A response to Section V. Item 11 "Equal Benefits Ordinance" is not required).

A copy of the contract shall be submitted prior to the consideration of award.

Co-operative Organization's Name: Staples Contract & Commercial, Inc., operating as Staples Facility Solutions

Contract Number: B15061511002

Lead Agency: Staples Contract & Commercial, Inc., operating as Staples Facility Solutions

Staples' Training Program

Trainers Background

Your Staples Facility Account Executive Brion Williams will provide onsite training on an as-needed basis for the City of Sacramento at no additional charge. Training classes are arranged with the appropriate manager at your local office. Typically, training classes will be held in conjunction with a manufacturer representative of the product being discussed.

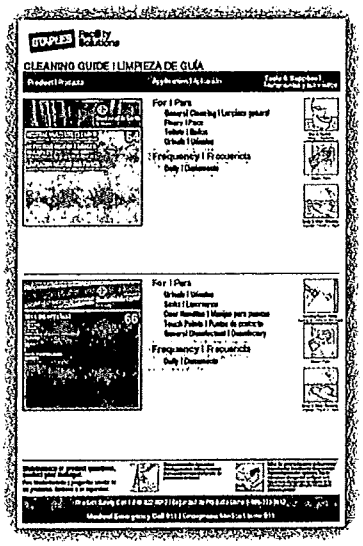
In-service training classes are led by Staples' Facility Solutions Specialists (FSSs), and cover such topics as floor care, green cleaning, disinfectant training (H1N1, MRSA), carpet care, restroom care, and more. FSS's average more than 15 years of experience in the facility supply industry and have extensive experience conducting such trainings with the capability of accommodating a bi-lingual audience as needed.

Media-Based Training & Print Manuals

Staples Advantage offers a multitude of media-based training programs and manuals, including:

- Demonstration of the proper use of our environmentally preferable Sustainable Earth by Staples™ cleaning chemicals and dispensing equipment.
- Online training programs from the leading manufacturers in the facility supply industry that Staples represents.
- Three training manuals with a step-by-step process for effective restroom, carpet and floor care.
- Material and Safety Data Sheets (SDS) for all chemicals and liquids in your facilities program, available in print and online.
- Customized and bi-lingual wall charts for the cleaning chemicals you use, as well as their specific applications and equipment needed for each product.

Sample of a customized bi-lingual wall chart



Staples' Training Process

The key to a successful janitorial program is not only the performance of the products, but the procedures used to clean. Your employees will learn to employ the correct procedures and techniques that will allow the City of Sacramento to dramatically reduce its labor and product costs, increase productivity, and improve your sustainability program.

Staples Advantage offers a variety of training programs for the City of Sacramento's facility teams designed to increase productivity while giving them the information and tools they need to effectively use our products. We provide in-person, media-based, and printed training materials, so your employees can obtain education in the way that best suits them. Staples Advantage can also facilitate training programs from our product manufacturers.

Staples' Reintroduction Process

The City of Sacramento currently has a fully implemented Staples office supplies program at all of your locations. By choosing to continue your relationship with Staples, the City of Sacramento will avoid the time and costs associated with implementing a new janitorial supplies and equipment program with a new vendor. In place of implementation, Staples will conduct a reintroduction program with the goal of further streamlining and improving your current program performance.

Suppose the City of Sacramento has an increase in locations requiring service, we will manage implementation and its success in a number of ways. Your Facility Solutions Account Executive is supported by local account managers and Staples management as well as by various other individuals within our organization to assure that all necessary tools are at his disposal to accomplish any required implementation tasks. The established timeline and reintroduction tasks will be tracked and managed to assure that implementation for any new the City of Sacramento locations will be completed quickly and according to your exact requirements.

Staples' Environmental Initiatives

The City of Sacramento is committed to running a sustainable organization. It's important that your supply programs align with these goals to help run your business with less environmental impacts while also managing costs. Buying products that have been produced and distributed responsibly is just one area of opportunity. You also have the ability to drive out waste from your procurement processes and quantify these benefits for your internal stakeholders.

Staples Advantage offers the City of Sacramento a program designed to meet your organization's sustainability goals. Through a combined focus on improving the sustainability of what you buy as well as how you buy, we can help you:

- Reduce carbon emissions and air pollution associated with your purchasing
- Increase the purchase of recycled products across all your business spend
- Decrease packaging and facility waste
- Responsibly recycle ink and cartridges, at no cost
- Control paper usage resulting in saved trees
- Institute environmentally safe cleaning and maintenance solutions
- Increase employee awareness and buy-in for your sustainability programs

Having the right expertise to support you in your initiatives is essential. With Staples Advantage, the City of Sacramento will be supported by:

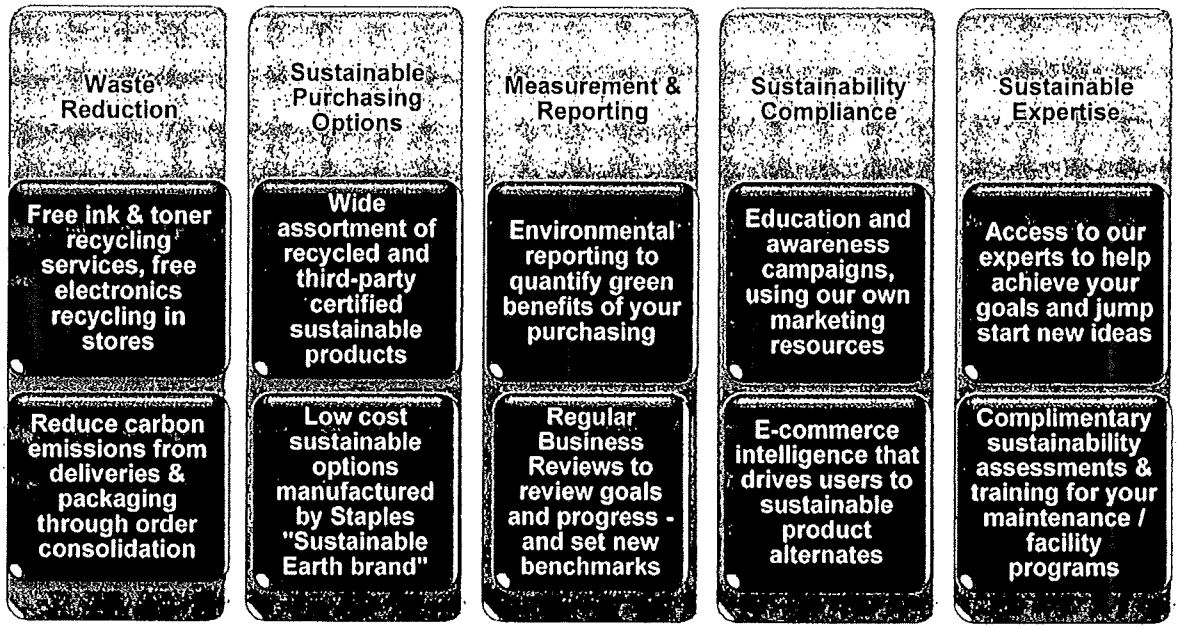
- Our team of corporate sustainability experts can provide strategic consultation and help will shape a sustainability program that advances your goals.
- Our Field Marketing team can develop education campaigns to increase end user compliance to your sustainable purchasing programs.
- Your Strategic Account Executive will recommend high-performing alternative products to meet your environmental goals and provide regular benchmarking and reporting of your environmental spend.

SUCCESS STORY: ***We helped a global financial institution reach their goal of achieving a net-zero carbon footprint by implementing eco-product alternatives and reducing small, inefficient orders. This saved 45,000 pounds of CO_2 emissions a year and also reduced their costs by 10%.***

Watch the following video to see how we can help you go green:
http://www.staplesadvantage.com/videos/goinggreen/

Our Sustainability Programs for the City of Sacramento

Working collaboratively with you, Staples can customize a sustainability program for the City of Sacramento that leverages all or some of the following elements:



Environmental Product Assortment

Greening your spend means having access to a wide assortment of products made from sustainable materials, designed to eliminate unnecessary waste.

From remanufactured ink and toner to recycled content paper and furniture, Staples is your "One Source" for all your sustainable purchasing needs. We offer more than 10,000 environmentally conscious products, including many that have achieved third-party certifications, such as Green Seal™, GREENGUARD, ENERGY STAR, ACMI, FSC, EPEAT and EPA's Design for the Environment. The City of Sacramento can also set up automatic recommendations of eco-conscious product alternatives, encouraging green purchasing among your end users.

Our eco-conscious product selection includes:

- More than 2,000 **paper items** (notebooks, writing pads, Post-it® notes, printing paper) with post-consumer recycled content, including Staples® brand 50% and 100% recycled printing papers that are also FSC certified
- Innovative and exclusive alternative **fiber paper products**, such as Staples® brand notebooks and paper made from sugarcane fiber residue – the by-product of sugar manufacturing
- Pens, scissors, binders, organizers and other **plastic products** containing post-consumer recycled plastics
- **Reduced-impact alternative products** such as biodegradable packing peanuts and nontoxic, Green Seal™ certified cleaners
- **Furniture and office panel systems** made with high content post-consumer recycled materials (steel, wood, etc.) that are also GREENGUARD or Indoor Advantage certified for promoting indoor air quality excellence

- Wide selection of ENERGY STAR qualified and EPEAT registered **technology** from leading brands
- Sustainable Earth by Staples™ **remanufactured toner**, manufactured in an ISO 14001-certified, zero waste facility

And we're challenging our key suppliers to work with us to continue to enhance the sustainability of the products we offer. Our "Race to the Top" initiative, introduced in 2010, is driving sustainability innovation in the way products are produced, packaged and distributed.

Driving Green Behavior

In order to meet the City of Sacramento's green goals you need your employee's active participation. Staples offers the City of Sacramento our Field Marketing team as a dedicated resource to develop customized emails, brochures, and other communication materials that promote end-user compliance to your sustainability initiatives and programs.

Sample end-user campaigns include:

- Order consolidation campaigns that help to minimize Staples' truck deliveries to your locations, resulting in CO_2 savings and reduced packaging waste at your facilities
- Paper reduction and conservation campaigns
- Demand management campaigns to promote the usage of environmentally conscious product alternatives on your e-commerce site

Eco Reporting

You also want to be able to capture and report your organization's green purchasing habits and spend to key stakeholders. We make it easy for the City of Sacramento to measures the impact of its sustainable initiatives through clear, detailed reporting and regular Business Reviews. These can be customized to capture the metrics you report on, whether CO_2 reductions, trees saved, etc.

Some of the environmental benefits/savings our reporting can calculate include:

- Recycled paper spend and environmental benefits versus paper from virgin wood such as trees saved, water and energy usage avoided and solid waste reduced
- Small, inefficient order reduction benefits in terms of reduced packaging and delivery materials and fewer emissions

Free Recycling

You want an easy way to dispose of all of the ink and toner cartridges your office goes through. By working together, we can ensure that cartridges don't end up in landfills where they take 1,000 years to decompose. Staples is committed to the highest level of environmental responsibility by recycling or reusing 100% of a cartridge's components.

Not only can we recycle all of the City of Sacramento's ink and toner cartridges, regardless of brand, our drivers will collect them from your sites whenever deliveries are made. It's that easy and the process is simple:

- Arrange a pickup location with your delivery driver
- Securely package your empty cartridges in the original box, a copy paper box or any other appropriately sized box
- Leave the box for your delivery driver to pick up at the designated location

Additionally, prepaid mailing labels are available online so the City of Sacramento associates can simply mail back their empty cartridges. We also offer full pallet pickup for large quantities of empty cartridges to recycle. In addition to providing this service, free of charge, rebates are factored into the discounted rate of remanufactured toners available to the City of Sacramento.

Environmental Resources

Recognizing the growing importance of sustainability to our customers, we appointed a Vice President of Environmental Affairs more than ten years ago whose sole responsibility is to work with our business customers and help them to achieve their environmental goals. This Vice President has extensive knowledge of sustainability trends and issues and provides insight into the best practices of our other customers to help the City of Sacramento enhance their program.

Internal Sustainability Practices

At the end of the day, you want to know that your suppliers are practicing the same values in their business as you do in yours. Staples has a long track record of sustainability. We are ranked 10th by NEWSWEEK's 2012 Green Ranking of America's 500 Large Corporations and were awarded the ENERGY STAR Partner of the Year Award for Energy Management in 2011 and 2012. We have also been a component of the Dow Jones Sustainability Index for nine consecutive years. We were the first supplier to develop a formal policy on sustainable paper sourcing strategies and we also launched the first nationwide retail computer recycling program.

Our Sustainability Strategy

Our environmental programs are part of our broader commitment to corporate responsibility – what we call Staples Soul. In addition to operating our business sustainably, Staples Soul includes supporting the communities where we live and work, promoting a culture of integrity and ethical business practices and fostering a diverse workforce and supplier base.

In 2010, Staples announced our new vision to maintain leadership in sustainability. Our strategy for leadership in sustainability encompasses five pillars:

- **Sell more green products and services:** We offer more than 10,000 eco-conscious products across multiple broad categories, with third-party certifications for many.
- **Offer easy recycling solutions for our customers:** We offer easy and free ink and toner recycling, available for driver pickup, as well as free recycling of technology products at retail stores. Staples is one of the world's leading ink recyclers with 76.5 million cartridges collected globally. We also recycled 19.4 million pounds of technology waste last year.
- **Eliminate operational waste:** We're reducing packaging waste by partnering with our suppliers, driving a repackaging initiative for Staples® brand products, developing technologies to optimize box sizes, and recycling extensively with our customers and in our own operations.

- **Maximize energy efficiency and renewable energy use:** As one of the largest green power purchasers in the country, we're obtaining a growing percent of energy from renewable sources as well as utilizing green building design and driving significant fuel efficiency.
- **Drive positive change in the global community:** We aim to be responsible global citizens, driving sustainability wherever we do business.

An important project to drive progress across our five pillars is our "Race to the Top" initiative mentioned above. We know that in order to have the greatest impact we have to create change across the office supplies industry, not just in our own operations. By pushing our suppliers to compete not only in terms of product quality, cost, and features, but in finding innovative solutions for product manufacturing, packaging, and distribution we're broadening our scope.

The first priority for our supplies is developing environmentally sustainable packaging. We're also collaboratively developing sustainability scorecards to measure products and packaging.

Reporting Our Progress

In order to remain accountable for the impacts of our organization, Staples manages and monitors the environmental impacts of our operations, from our energy use to our purchasing. We report on progress toward reducing our environmental footprint regularly in our corporate responsibility reporting and on our public website. Even when we fall short, it's important we share our progress and learn from it.

Some of our major goals include:

- Recycle 100 million ink and toner cartridges and 40 million pounds of e-waste annually
- Reduce waste to landfill by 25% from 2010 to 2020
- Reduce carbon emissions by 50% from 2010 to 2020
- Improve our U.S. fleet fuel economy by 15% by 2015
- Reduce electrical intensity of our operations by 25% from 2010 to 2020
- Achieve ENERGY STAR certification at 50% of our active U.S. locations by 2020
- Reduce packaging materials in the US by 20% by 2020

To meet these goals, we are taking a multi-faceted approach, including energy efficiency, green building design, fuel efficiency of our delivery fleet, recycling, packaging redesign, and responsible purchasing.

Energy Efficiency & Renewable Power Investment

- Through investment in energy-efficient technology and other energy conservation efforts, Staples has reduced energy use per square foot by approximately 15% since 2001, saving the company over $10 million in 2011. Globally, we aim to reduce the electrical intensity of our global operations by 25% between 2010 and 2020 (our electrical intensity decreased about 3% from 2010 to 2011) and our global carbon emissions by 50% between 2010 and 2011 (our emissions decreased about 7% before offsets and 56% after offsets, largely due to our purchase of renewable energy certificates),
- We were awarded the ENERGY STAR Partner of the Year Award for Energy Management in both 2011 and 2012 in recognition of our efforts to maintain the highest standards of excellence in energy efficiency.

- Ranked 7th on the EPA's Green Power Partnership Fortune 500 list of leading renewable energy purchasing companies and 4th among retailers as of October 2012. In 2011, we purchased 341 million kWh of green power, equivalent to 52% of Staples' total national electricity use. This quantity of green power purchased helps offset more than 300,000 tons of CO_2, equal to what's emitted by the electricity use of more than 30,000 average U.S. homes annually.
- We host 36 solar power installations at our facilities nationwide, which produced more than 12.7 million kWh of clean energy in 2011, and have several additional sites under consideration.
- We commissioned the company's first natural gas fuel cell in conjunction with Bloom Energy in 2009, which along with a solar power system, now contributes more than 90% of the energy for our 400,000 square-foot Ontario, California, fulfillment center. In 2011 we installed a second system to our Rialto, California retail distribution center. Together these installations provide over 6.5 GWh of electrical power a year.

Green Building Design

- Staples has obtained U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) certification at seven facilities, two of which achieved LEED Gold status.
- As of 2012, Staples has 501 ENERGY STAR certified facilities. Due to our success in certifying our facilities, we have successfully reached our goal to attain certification for 500 facilities by 2012. We are also well on our way to our longer-term goal of having 50% of our active facilities certified by 2020, as currently 28% are certified. We have recognized a 20 to 30% increase in energy efficiency at each site that we have certified. In 2010, Staples received the EPA's ENERGY STAR Leader award for significantly reducing greenhouse gas emissions.
- We now operate 112 facilities that have achieved ISO 14001 certification, including 10 in Canada, 40 in Australia and 62 in Europe. Additionally, Staples Australia has achieved a 4 Star Green Building Council of Australia certification which is the highest level.

Reducing the Carbon Impact of Our Delivery Fleet

- Since 2006, we've improved fleet fuel economy by more than 24%, taking our fleet from 8.1 miles gallon to 10.04 miles per gallon. In 2011, we saved over 620,000 gallons of diesel fuel, more than $2 million in fuel costs and nearly 6,000 tons of CO_2 emissions. We achieved this by limiting the top speed of our trucks to 60 miles per hour and installing idle limiting equipment to vehicles. We continue to optimize delivery routes to reduce mileage, fuel use and emissions.
- Our goal is to achieve a further 15% increase in fuel efficiency by 2015. Staples seeks to achieve this goal through the increased investment in new technology. In 2007 we piloted a number of diesel-electric hybrid delivery trucks and in 2010 introduced the industry's first all-electric, emissions-free delivery truck that can travel 70 miles on a single battery charge. We currently have more than 50 plug-in electric trucks on the road in California, Georgia, Ohio, Oregon, Missouri, and Texas and plan to add 5 more in early 2013.

Staples' "zero emission" all-electric truck is the first of its kind in the industry and an example of what we're doing to reduce the impact of our delivery fleet.

Recycling

In late 2010, Staples announced a goal to reduce the use of packaging materials in the US by 20% by 2020 from a 2010 baseline. This will be achieved by partnering with our top suppliers in an initiative known as "Race to the Top," whereby packaging redesign, rationalization and reduction becomes part of our supplier engagement model.

Staples has been honored by the National Recycling Coalition with their Recycling Works Award for our recycling practices. Across our U.S. business in 2011, we recycled:

- 35,862 tons of corrugated cardboard
- 7,824 tons of mixed paper
- 756 tons of shrink wrap

Staples is one of the world's largest ink recyclers. Last year, we recovered 19.4 million pounds of technology waste and more than 76.5 million used ink and toner cartridges from customers globally.

Products and Packaging

We continued the implementation of our "Race to the Top" initiative, engaging with key suppliers to find innovative solutions for reducing the environmental impacts of packaging and product design and manufacturing. This program is a key method for reaching our goal to reduce the use of packaging materials in the U.S. by 20% by 2020, from a 2010 baseline.

We have recently rolled out a new technology in our fulfillment centers (FCs) that will tailor box sizes to the exact size of the order and thereby reduce packaging materials and waste. In addition to utilizing less corrugate, more efficient box unitization will lessen our use of air pillows by approximately 60%. Our new approach to packaging will result in an annual carbon footprint reduction of more than 30,200 tons, equivalent to 120,000 trees.

Responsible Purchasing

Through our Supplier Code of Conduct and Environmental Paper Procurement Policy, we require suppliers to follow environmentally responsible sourcing standards to ensure the conservation of our natural resources.

Since 2009 we've been a part of the Rainforest Alliance's SmartSource program, a customized service for companies and organizations that want to examine and improve their forest-product purchasing policies and practices. In January 2010, Staples released a new Sustainable Paper Procurement Policy, strengthening our commitment to sourcing sustainable paper products.

STAPLES Facility Solutions

Staples' Exceptions to Terms and Conditions

Page 33. Statement 28 Category F and Category G: Usage Instructions and Training

Contractor is to maintain a database with the names of all City employees who attended training, the City division that the employee is assigned to, the training dates and type of training received.

Staples does not currently have a database filing system that will allow the requested maintenance listed above. However, your local Facility Solutions Account Executive, Brion Williams can work with your senior management team to create a live online training program and an excel log that will allow Brion and Staples' account management team to keep an ongoing tally of individuals trained for the City of Sacramento.

Page 30, Statement B – Catalog Items

Catalog Items - For items normally carried in inventory by the Contractor, but not specifically identified as contract items, the City is to receive discounts equal to or greater than the most favorable discount offered to other customers by the Contractor.

If during the term of this Agreement, Staples provides products to another customer similar to the City of Sacramento, with similar volume requirements, order size, quantities and mix of products and services, delivery schedule, and geographic areas as the City of Sacramento, and offers similar discounts, rebates, and guarantees as those offered to you under this Agreement, at prices that are lower than the prices set forth in this Agreement, then such lower prices shall be extended to the City of Sacramento, effective as of the time they were applicable to such other similar customer as described above. Notwithstanding the foregoing, Staples reserves the right not to sell any products below its product Cost. For purposes of this Agreement, product cost shall mean Staples' purchase order cost.

STAPLES Advantage

Proposed Program	
Current Extension:	$0.00
Proposed Extension:	$158,134.08
Projected Savings ($):	$0.00
Projected Savings (%):	0.0%

Pricing Proposal for: City Of Sacramento-NJPA
Bid Number: 271665

Original Customer Information					Proposed Program										
Seq Num	Customer Item Number	Customer Item Description	Cust Uom	Cust Qty	Proposed Price In Cust Uom	Extended Price	FS Category	Item Number	Mfr Name	MFR #	Description	Min Sell Uom	Qty in Sell Uom	Proposed Price in Staples Uom	Unit Factor vs. Cust Unit
1	61990	Toilet Paper, "EcoSoft" #61990 by Wausau; NO SUBST	CA	130	$42.92	$5,579.60	FS Paper	293670	AMERICAN PAPER CONVERTING	EB2725-36	ECO GREEN RECYCLED SMALL CORE	CT	36	$42.92	1
2	54900	Toilet Paper, "EcoSoft" #54900 by Wausau; NO SUBST	CA	742	$35.28	$26,177.76	FS Paper	375681	MARCAL PAPER MILLS, INC.	SEB21989-CC	Sustainable Earth by Staples™ Standard Bath Tissue, 2-Ply, White, 80/Ct	CT	80	$29.40	1.2
6	31400	Towels, roll, "EcoSoft" #31400 by Wausau; NO SUBS	CA	420	$43.85	$18,417.00	FS Paper	275257	AMERICAN PAPER CONVERTING	ENL9012	ECO GREEN RECYCLED NATURAL WHI	CT	6	$43.85	1
7	48000	Towels, multifold, "EcoSoft" #48000 by Wausau; NO	CA	336	$17.62	$5,920.32	FS Paper	887854	MARCAL PAPER MILLS, INC.	SEB25228	Sustainable Earth by Staples® Multifold Towels, Natural, 4,000/Ct	CT	4000	$17.62	1
60	4117724	Floor Finisher. Johnson Diversey Aquaria #4117724	CA	10	$378.00	$3,780.00	FS Chemical	913187	STAPLES BRANDS GROUP	SEB800005-B-CC	Sustainable Earth by Staples® #80 Floor Finish, 5 Gallons	EA	1	$63.00	6
64	4630	Floor Sealer. Johnson Diversey Freedom SC #04630;	CA	6	$499.32	$2,995.92	FS Chemical	805806	STAPLES BRANDS GROUP	SEB8305-CC	Sustainable Earth by Staples® Concentrated Floor Stripper #83, 5 Gallon Pail	EA	1	$83.22	6
67	4576	Floor Stripper. Johnson Diversey Bravo #04576; NO	BO	4	$83.22	$332.88	FS Chemical	805806	STAPLES BRANDS GROUP	SEB8305-CC	Sustainable Earth by Staples® Concentrated Floor Stripper #83, 5 Gallon Pail	EA	1	$83.22	1
76	3401512	Cleaner. Johnson Diversey Alpha-HP #3401512; NO S	CA	8	$30.60	$244.80	FS Chemical	919505	STAPLES BRANDS GROUP	SEB6402QM	Sustainable Earth® by Staples® 64 Neutral Multi-Use Cleaner, Express/Quick Mix, 1 Gallon, 4/Ct	CT	4	$61.21	0.5
77	3172650	Cleaner. Johnson Diversey Crew #3172650; NO SUBST	CA	6	$31.90	$191.40	FS Chemical	919499	STAPLES BRANDS GROUP	SEB7002QM	Sustainable Earth® by Staples® 70 Washroom Cleaner, Express/Quick Mix, 1 Gallon, 4/Ct	CT	4	$63.79	0.5
93	DIV04329	Disinfectant. Johnson Diversey Virex II #4329; NO	CA	18	$38.20	$687.60	FS Chemical	760045	STAPLES BRANDS GROUP	BPR0492QM-A	VIRUSTAT DC PLUS QM 1GAL 4CT	CT	4	$76.40	0.5
94	DIV317264	Glass Cleaner. Johnson Wax Glance #3172641; NO SU	CA	16	$28.34	$453.44	FS Chemical	920339	STAPLES BRANDS GROUP	SEB6102QM	Sustainable Earth by Staples® 61 Glass Cleaner Concentrate, Express/Quick Mix, 1 Gallon, 4/Ct	CT	4	$56.67	0.5

07/16/2014

Original Customer Information																
Seq Num	Customer Item Number	Customer Item Description	Cust Uom	Cust Qty	Proposed Price In Cust Uom	Extended Price	FS Category	Item Number	Mfr Name	MFR #	Description	Min Sell Uom	Qty in Sell Uom	Proposed Price in Staples Uom	Unit Factor vs. Cust Unit

* Unit Factor = to 1 means prices quoted are in the requested UOM. Unit Factor > Or < 1 means purchase UOMs may vary.

* Pricing on cut sheet paper and petroleum-based products are subject to market fluctuations.

STAPLES Facility Solutions

Appendix A - Pricing

Please refer to the excel price file

CITY OF SACRAMENTO
FINANCE DEPARTMENT
PROCUREMENT SERVICES DIVISION

JANITORIAL SUPPLIES
BID SHEET

APPENDIX A
B15061511002

THE CATEGORIES OF JANITORIAL SUPPLIES PRODUCTS ARE BEING SOLICITED IN ONE OF TWO WAYS: (1) NO SUBSTUTUTIONS, meaning that a specific product is required and no substitutions are acceptable; (2) OR EQUIVALENT, meaning that products must meet or exceed the specifications of the product currently in use by the City

CATEGORY A: PAPER PRODUCTS

(ITEMS A-1 THROUGH A-10 WILL BE AWARDED BY LINE OR IN THE AGGREGATE AT PURCHASER'S DISCRETION)

Item No.	Description	Manufacturer	Product Name / Manufacturer number	Sales Unit (e.g. each, case, box, etc.)	Size of Container in Sales Unit (e.g. 1 gal or 2.5L)	Amount of product in each sales unit	Bid Price in US dollars for Sales Unit	Estimated Annual Usage (by Sales Unit)	Extended Price (Price for Sales Unit x Est Annual Usage)
A-1	Toilet Paper, **"EcoSoft" #61990 by Wausau; NO SUBSTITUTES.** 2-ply, embossed, OptiCore controlled, 3-3/4" x 4", 865 sheets/roll. Case of 36 rolls.	Wausau	EcoSoft #61990	CASE	n/a	36 rolls		130	$ -
A-2	Toilet Paper, **"EcoSoft" #54900 by Wausau; NO SUBSTITUTES.** 2-ply, embossed, standard core, 3-3/4" x 4-3/8", 500 sheets/roll. Case of 96 rolls.	Wausau	EcoSoft #54900	CASE	n/a	96 rolls		742	$ -
A-3	Toilet Paper, **"Morex" #1957 by TehTung; OR EQUIVALENT.** 2-ply, standard core, 3-3/4" x 4-1/4" to 4-3/8", 500 sheets/roll, "tree-free" materials. 96 rolls per case.	Brighton	BPR26212/410019	CASE	n/a	96 rolls	$ 38.24	134	$ 5,124.16
A-4	Toilet Paper, **"Solaris" #23501 by Livi OR EQUIVALENT.** Jumbo roll, 2-ply, 9" diameter, 1000' length, min. 80% RRF (Rapidly Renewable Fiber). 12 rolls per case.	Brighton	BPR26215/410310	CASE	n/a	12 rolls	$ 20.94	4	$ 83.76
A-5	Toilet Seat Cover, half-fold, self-disposing, biodegradable, 100% recycled w/ min. 20% post consumer waste, Green Seal GS-1 or UL EcoLogo 175. 250 sheets per sleeve w/ 20 sleeves per case (5,000 covers per case).	Brighton	BPR24775	CASE	n/a	5000 covers	$ 29.26	20	$ 585.20

Bidder Name: Staples Contract Commercial, Inc., operating as Staples Facility Solutions

A-6	Towels, roll, **"EcoSoft" #31400 by Wausau; NO SUBSTITUTES.** Controlled roll, 8" x 800', 100% recycled w/ 50% post consumer waste, Green Seal GS-1 or UL EcoLogo 175. Six (6) rolls per case	**Wausau**	**EcoSoft #31400**	CASE	n/a	6 rolls		420	$ -
A-7	Towels, multifold, **"EcoSoft" #48000 by Wausau; NO SUBSTITUTES.** 9-1/8" x 9-1/2" flat. 250 towels per wrapped pack, 16 packs per case.	**Wausau**	**EcoSoft #48000**	CASE	n/a	16 packs		336	$ -
A-8	Towels, single-fold, **"EcoSoft" #47000 by Wausau; NO SUBSTITUTES.** 9" x 10" flat. 250 towels per wrapped pack, 16 packs per case.	**Wausau**	**EcoSoft #47000**	CASE	n/a	16 packs		92	$ -
A-9	Wipers, roll, **"Wypall X80" #41055 by Kimberly-Clark; OR EQUIVALENT.** 12-1/2" x 13-3/8", roll length 530 ft., 475 towels per roll.	_____	Product Name: _____BRIGHTON__ Part Number: _____24347_____	ROLL	n/a	1 roll	$ 10.88	36	$ 391.68
A-10	Wipers, flat, **"Wypall X60" #34015 by Kimberly-Clark; OR EQUIVALENT.** 12-1/2" x 16-7/8". 180 wipers per case.	_____	Product Name: _____BRIGHTON_____ Part Number: ____24347_____	CASE	n/a	180 wipers	$ 10.88	122	$ 1,327.36
Percentage off of your catalog price for similar products in this category =								**TOTAL =**	$ 7,512.16

CATEGORY B: GLOVES

(ITEMS B-1 THROUGH B-6 WILL BE AWARDED IN THE AGGREGATE)

Item No.	Description	Manufacturer	Product Name / Manufacturer number	Sales Unit (e.g. each, case, box, etc.)	Gloves per box	Boxes per shipping case (informational purposes only)	Bid Price in US dollars for Sales Unit	Estimated Annual Usage (Sales Unit)	Extended Price (Price for Sales Unit X Annual Usage)
B-1	Gloves. **Lifeguard #1202; OR EQUIVALENT.** Natural rubber latex, 4.7 mil, **small**, 9.5" length. 100 ambidextrous gloves per box.	TRADEX INTERNATIONAL	LSM5201	BOX	100		$3.66	200	$ 732.00
B-2	Gloves. **Lifeguard #1203; OR EQUIVALENT.** Natural rubber latex, 4.7 mil, **medium**, 9.5" length. 100 ambidextrous gloves per box.	TRADEX INTERNATIONAL	LMD5201	BOX	100		$3.66	444	$ 1,625.04
B-3	Gloves. **Lifeguard #1204: OR EQUIVALENT.** Natural rubber latex, 4.7 mil, **large**, 9.5" length. 100 ambidextrous gloves per box.	TRADEX INTERNATIONAL	LLG5201	BOX	100		$3.66	452	$ 1,654.32
B-4	Gloves. **Lifeguard #1205: OR EQUIVALENT.** Natural rubber latex, 4.7 mil, **extra-large**, 9.5" length. 100 ambidextrous gloves per box.	TRADEX INTERNATIONAL	LXL5201	BOX	100		$3.66	164	$ 600.24
B-5	Gloves. **SSS #GNPRLG; OR EQUIVALENT.** Nitrile, 6.0 mil, **large.** 100 ambidextrous gloves per box.	TRADEX INTERNATIONAL	LXL5201	BOX	100		$3.66	80	$ 292.80
B-6	Gloves. **SSS #GVEPXL; OR EQUIVALENT.** Vinyl, 5.0 mil, **extra-large.** 100 ambidextrous gloves per box.	TRADEX INTERNATIONAL	VXL5201	BOX	100		$2.50	34	$ 85.00
Percentage off of your catalog price for similar products in this category =								**TOTAL =**	$ 4,989.40

Bidder Name: Staples Contract Commercial, Inc., operating as Staples Facility Solutions

CATEGORY C: PERSONAL CARE

(ITEMS C-1 THROUGH C-7 WILL BE AWARDED BY LINE OR IN THE AGGREGATE AT PURCHASER'S DISCRETION)

Item No.	Description	Manufacturer	Product Name / Manufacturer number	Sales Unit (e.g. each, case, box, etc.)	Size of Container in Sales Unit (e.g. 1 gal or 2.5L)	Number of items per Sales Unit	Bid Price in US dollars per Sales Unit	Estimated Annual Usage (by Sales Unit)	Extended Price (Price for Sales Unit x Est Annual Usage)
C-1	Soap, foam, **Aero Blue #34183 by Deb or SSS #34087; OR EQUIVALENT.** Green Seal Non-clogging, anti-drip. GS-41 or UL 2784. 1 liter recyclable container.	GOJO INDUSTRIES, INC	5665-02	EACH	1 liter	1	$3.66	256	$ 936.96
C-2	Soap, foam, **Aero Green #53111 by Deb; OR EQUIVALENT.** Antibacterial w/ triclosan. Non-clogging, anti-drip. Green Seal GS-41 or UL 2784. 1 liter recyclable container.	GOJO INDUSTRIES, INC	5165-03	EACH	1 liter	1	$3.66	32	$ 117.12
C-3	Soap, bar, **Dial #910; OR EQUIVALENT.** Deodorant, unscented. 3.5 to 4.0 oz., individually wrapped. 72 bars per case.	LAGASSE BROS INC	10383/8152	CASE	3.5 to 4.0 oz.	72	$3.66	6	$ 21.96
C-4	Hand Sanitizer. **Purell #3659; OR EQUIVALENT.** 70% ethyl alcohol. 12 oz. container; 12 containers per case.	GOJO INDUSTRIES, INC	GOJ-365912	CASE	12 oz.	12	$3.66	20	$ 73.20
C-5	Tampons. **Tampex HOS T500; NO SUBSTITUTES.** Original, regular absorbent, packaged in vending tube, 5-1/8" x 11/16". 500 per case.	TAMPAX	T500	CASE	n/a	500	$3.66	2	$ 7.32
C-6	Liners. **SSS / RMC #25025088; OR EQUIVALENT.** Disposable feminine hygiene liners, waxed #77 paper, folded double seam, undercut opening, for use in RMC dispenser. 500 per case.	ROCHESTER MIDLAND	25025088	CASE	n/a	500	$2.50	4	$ 10.00
C-7	Tissues, lens cleaners. **MD #8574 GM; OR EQUIVALENT.** Pre-moistened, non-silicone, anti-static, neutral pH, 5" x 8" folded. 100 individually wrapped tissues in a dispenser-style box.	LAGASSE BROS INC	CWS LCT	BOX	n/a	100	$57.60	54	$ 3,110.40

Bidder Name: Staples Contract Commercial, Inc., operating as Staples Facility Solutions

CITY OF SACRAMENTO
FINANCE DEPARTMENT
PROCUREMENT SERVICES DIVISION

JANITORIAL SUPPLIES
BID SHEET

APPENDIX A
B15061511002

Percentage off of your catalog price for similar products in this category =	

TOTAL = $ 4,276.96

CATEGORY D: TRASH CAN LINERS
(ITEMS D-1 THROUGH D-11 WILL BE AWARDED IN THE AGGREGATE)

Item No.	Description	Manufacturer	Product Name / Manufacturer number	Sales Unit (e.g. each, case, box, etc.)	Number of bags per Sales Unit	Bid Price in US dollars per Sales Unit	Estimated Annual Usage (by Sales Unit)	Extended Price (Price for Sales Unit x Est Annual Usage)
D-1	Liner. 24" x 23" clear, 7-10 gallon capacity, 0.8 mil LLDPE, 80% recycled w/ 10% post consumer resin. 500 bags per case.	HERITAGE	H4823TK	CASE	500	$23.44	70	$ 1,640.80
D-2	Liner. 24" x 23" clear, 7-10 gallon capacity, 1.0 mil LLDPE, 80% recycled w/ 10% post consumer resin. 500 bags per case.	HERITAGE	PU4823HC	CASE	500	$37.30	72	$ 2,685.60
D-3	Liner. 33" x 39" clear, 33 gallon capacity, 1.5 mil LLDPE, 80% recycled w/ 10% post consumer resin. 125 bags per case.	HERITAGE	W6639SC	CASE	125	$44.08	60	$ 2,644.80
D-4	Liner. 43" x 47" clear, 56 gallon capacity, 1.7 mil LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case.	HERITAGE	W8647SC	CASE	100	$27.65	88	$ 2,433.20

D-5	Liner. 38" x 58" clear, 60 gallon capacity, 1.7 mil LLDPE, 80% recycled w/ 10% post consumer resin. 50 bags per case.	HERITAGE	PH7658AC	CASE	50	$30.49	14	$ 426.86
D-6	Liner. 43" x 48" clear, 56 gallon capacity, 2.0 mil LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case.	HERITAGE	H8648QC	CASE	100	$37.21	124	$ 4,614.04
D-7	Liner. 33" x 39" clear, 33 gallon capacity, 1.5 mil LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case.	HERITAGE	W6639SC	CASE	100	$42.56	240	$ 10,214.40
D-8	Liner. 33" x 39" clear, 33 gallon capacity, 2.0 mil LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case.	HERITAGE	X6639QK	CASE	100	$20.14	306	$ 6,162.84
D-9	Liner. 40" x 46" clear, 40-45 gallon capacity, 1.5 mil LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case.	HERITAGE	PH8046AC	CASE	100	$25.50	160	$ 4,080.00
D-10	Liner. 40" x 46" clear, 40-45 gallon capacity, 2.0 mil LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case.	HERITAGE	PH8046AC	CASE	100	$25.50	198	$ 5,049.00
D-11	Liner. 40" x 48" clear, 40-45 gallon capacity, 2.0 mil LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case.	HERITAGE	H8648QC	CASE	100	$36.78	216	$ 7,944.48

CITY OF SACRAMENTO
FINANCE DEPARTMENT
PROCUREMENT SERVICES DIVISION

JANITORIAL SUPPLIES
BID SHEET

APPENDIX A
B15061511002

Percentage off of your catalog price for similar products in this category =	

TOTAL = $ 47,896.02

CITY OF SACRAMENTO
FINANCE DEPARTMENT
PROCUREMENT SERVICES DIVISION

JANITORIAL SUPPLIES
BID SHEET

APPENDIX A
B15061511002

CATEGORY E: BRUSHES, MOPS, RAGS, SPONGES, & WIPES

(ITEMS E-1 THROUGH E-16 WILL BE AWARDED BY LINE OR IN THE AGGREGATE AT PURCHASER'S DISCRETION)

Item No.	Description	Manufacturer	Product Name / Manufacturer number	Sales Unit (e.g. each, case, box, etc.)	Bid Price in US dollars per Sales Unit	Estimated Annual Usage (by Sales Unit)	Extended Price (Price for Sales Unit x Est Annual Usage)
E-1	Brush. **Carlisle #40674; OR EQUIVALENT.** Toothbrush-style utility brush w/ nylon bristles, 7-1/4" length x 1/2" width w/ 1/2" bristle trim.	ODELL	GB100/BRU9008	EACH	$ 0.99	12	$ 11.88
E-2	Brush. **MD Brush #373804; OR EQUIVALENT.** Wire brush w/ handle, 13" length.			EACH		94	$ -
E-3	Cloth. **SSS Next Gen #19094; OR EQUIVALENT.** Glass cleaning microfiber, 16" x 16". Pack of 12.	RUBBERMAID	LFK100	PACK	$ 14.47	6	$ 86.82
E-4	Broom. **SSS Duo Sweep #14048; OR EQUIVALENT.** Lobby broom, plastic w/ handle, 2 handle positions, flagged bristles, 11" width w/ 4" bristles.	RUBBERMAID	FG637400BLA	EACH	$ 6.73	24	$ 161.52
E-5	Mops. **SSS Value Plus #37112: OR EQUIVALENT.** Large, 1-1/4" headband looped end, bartacked single tailbind. 12 per case.		FGA15306WH00	CASE	$ 11.00	4	$ 44.00
E-6	Mops. **SSS Special Endless #37249; OR EQUIVALENT.** Dust mop refill, economy, slot pocket, 4-ply, endless twist yarn, 5" x 24".			EACH		96	$ -
E-7	Mops. **SSS #37373; OR EQUIVALENT.** Frame dust wire, nickel chrome plated, 5" x 24".	ODELL	F245	EACH	$ 2.16	2	$ 4.32

E-8	Mops. **SSS #37833: OR EQUIVALENT.** Large, non-fraying looped 4-ply yarn, double tailwinds, 1/4" headband. 12 per case.	RUBBERMAID	FGD25306WH00	CASE	$6.55	12	$ 78.60
E-9	Mops. **SSS Level Best II #36264; OR EQUIVALENT.** Medium finish mop, continuous filament nylon yarn, looped end w/ tailbind, 1-1/4" headband.	RUBBERMAID	FGD51206WH00	EACH	$6.67	6	$ 40.02
E-10	Mops. **Premier #50660 or Unisan #1360; OR EQUIVALENT.** Dust mop heads, washable high-grade cotton, cut end, 4-ply, keyhole style, 5" x 60".	ODELL	M605SP	EACH	$10.50	20	$ 210.00
E-11	Mops. **Unisan #1336; OR EQUIVALENT.** Dust mop head, washable high-grade cotton, cut end, 4-ply, keyhole style, 5" x 36".	ODELL	M365SP	EACH	$5.15	2	$ 10.30
E-12	Mop bucket. **SSS #16002; OR EQUIVALENT.** 35 quart capacity, side press metal wringer, 3" non-marking casters, accommodates mop sizes 12-32 oz.	STAPLES BRANDS GROUP	21871	EACH	$51.29	18	$ 923.22
E-13	Rags. **A&A Wiping Clothes #W35; OR EQUIVALENT.** T-shirt rags. 25 lbs. per case.	A&B WIPER SUPPLY	R020-W48/W39	CASE	$ 70.39	48	$ 3,378.72
E-14	Rags. **A&A Wiping Clothes #W12255; OR EQUIVALENT.** Terry cloth rags. 20 lbs. per case.	A&B WIPER SUPPLY	N030-W69-25	CASE	$ 67.19	20	$ 1,343.80
E-15	Sponge. **SSS Duty #75122; OR EQUIVALENT.** Scrubbing w/ green pad, medium, 6-1/8" x 3-5/8" x 3/4". 20 per case.	3M CORPORATION	HD3	CASE	$ 2.32	104	$ 241.28
E-16	Toilet Bowl Mop. **Impact #200; OR EQUIVALENT.** Deluxe, 1 oz. mop head w/ acid-resistant polypropylene strands, polypropylene I-beam 12" handle, 14-1/8" L x 5-3/4" W x 5-3/4" H.	IMPACT PROD INC	20425-91	EACH	$ 0.69	88	$ 60.72

CITY OF SACRAMENTO
FINANCE DEPARTMENT
PROCUREMENT SERVICES DIVISION

JANITORIAL SUPPLIES
BID SHEET

APPENDIX A
B15061511002

Percentage off of your catalog price for similar products in this category =	

TOTAL = $ 6,595.20

CATEGORY F: CARPET CARE & FLOOR CLEANERS

(ITEMS F-1 THROUGH F-18 WILL BE AWARDED BY LINE OR IN THE AGGREGATE AT PURCHASER'S DISCRETION)

Item No.	Description	Manufacturer	Product Name / Manufacturer number	Sales Unit (e.g. each, case, box, etc.)	Size of Container in Sales Unit (e.g. 1 gal or 2.5L)	Diluted gallons (medium soil)	Bid Price in US dollars per Sales Unit	Estimated Annual Usage (by Sales Unit)	Extended Price (Price for Sales Unit x Est Annual Usage)
F-1	Baseboard Stripper. **SSS Baseboard Stripper #05298; OR EQUIVALENT.** Wax and built-up finish stripper, paint and plastic safe. 18 oz. aerosol spray canister w/ 12 canisters per case.	AMREP INC	AAE-A00806	EACH	18 oz.	n/a	$4.03	24	$ -
F-2	Carpet Cleaner. **3M Twist 'n' Fill #20200; OR EQUIVALENT.** No-rinse, low foaming formula for use with mop or automatic scrubber. Must be GS-37 or UL-2795 certified. 2-liter bottle yields 207 gallons w/ 6 bottles per case.	STAPLES BRANDS GROUP	BPR360001-A/184	EACH	2-liter	207 gallons	$6.35	2	$ 12.70
F-3	Carpet Cleaner. **Fridays Steam Out #7919; OR EQUIVALENT.** Extraction carpet cleaner, non-residual. 1 gallon bottle w/ 4 bottles per case.	DIVERSEY, INC.	3844	EACH	1 gallon	n/a	$53.00	120	$ 6,360.00
F-4	Carpet Cleaner. **Racine Industries Host #4hb; NO SUBSTITUTES.** Biobased dry extraction. GS-37 certified. 12 lb. box.	Racine Industries	Host 4hb	BOX	12 lbs.	n/a		2	$ -

F-5	Carpet Cleaner. **SSS Heavy-Duty #05032; OR EQUIVALENT.** Cleans and degreases, localized spot remover. 15 oz. aerosol spray canister w/ 12 canisters per case.	AMREP INC	173A19-A/18478	CANISTEI	15 oz.	n/a	$2.74	24	$	65.76
F-6	Carpet Cleaner. **SSS N-Capsul-8 #48072; OR EQUIVALENT.** Encapsulating, low moisture dry non-sticky crystal, no-rinse. UL EcoLogo certified. 1 gallon bottles w/ 4 per case.	STAPLES BRANDS GROUP	BPR-310001-ACT	EACH	1 gallon	n/a	$28.97	8	$	231.76
F-7	Floor Cleaner. **Fridays Speed Kleen #1604; OR EQUIVALENT.** Neutral pH, no rinse, cleans and brightens hard floor surfaces. 1 gallon bottles w/ 4 bottles per case.	STAPLES BRANDS GROU	BPR360001-ACT	CASE	1 gallon	n/a	$24.37	48	$	1,169.76
F-8	Floor Conditioner. **Johnson Diversey Easy Paks #90685; NO SUBSTITUTES.** Neutralizes alkaline residue, urine and other odors on hard floor, grout, and carpet. 1-1/2 oz. packets, 90 per tub w/ 2 tubs per case.	Johnson - Diversey	Easy Paks 90685	CASE	180 packets	pre-measured	$50.66	4	$	202.64
F-9	Floor Finisher. **Fridays Dura Shine #9879; OR EQUIVALENT.** High gloss. 1 gallon bottles w/ 4 bottles per case.	STAPLES BRANDS GROUP	BPR568001-BCT	CASE	1 gallon	n/a	$42.15	24	$	1,011.60
F-10	Floor Finisher. **Johnson Diversey Aquaria #4117724; NO SUBSTITUTES.** Resilient floors, ready-to-use. Must be GS-40 or UL-2777 certified. 2.5 liter j-fill bottle w/ 6 per case.	Johnson - Diversey	Aquaria 4972026	CASE	2.5 liter	n/a, RTU		10	$	-
F-11	Floor Finisher. **SSS Legacy #48052; OR EQUIVALENT.** Metal free floor seal and finish, UL EcoLogo certified. 1 gallon bottle w/ 4 bottles per case.	STAPLES BRANDS GROUP	BPR550005-A/185	CASE	1 gallon	n/a	$ 43.64	4	$	174.56

F-12	Floor Finisher. **SSS Slam Dunk 25 #48084; OR EQUIVALENT.** Ultra High Solids UHS system. 2.5 gallon bottle w/ 2 bottles per case.	STAPLES BRANDS GROUP	BPR568001-B/STP	EACH	2.5 gallon	n/a	$ 10.54	2	$ 21.08
F-13	Floor Prespray and Bonnet Cleaner. **SSS PreTreat Plus #48005; OR EQUIVALENT.** Ultra-low residue, safe on all types of carpet. 1 gallon bottles w/ 4 bottles per case.	STAPLES BRANDS GROUP	BPR310001-A/185	EACH	1 gallon	n/a	$ 7.23	8	$ 57.84
F-14	Floor Sealer. **Johnson Diversey Freedom SC #04630; NO SUBSTITUTES.** Non-ammoniated, solvenated. 2.5 liter j-fill bottle w/ 6 per case.	Johnson - Diversey	Freedom SC 04630	CASE	2.5 liter	n/a		6	$ -
F-15	Floor Sealer. **SSS Baseline #48086; OR EQUIVALENT.** Acrylic, never yellows, excellent leveling, slip resistance 0.5 min. by ASTM D2047, removable w/ conventional strippers, coverage 1000-2000 sq. ft./gal. 2.5 gallon w/ 2 per case.	STAPLES BRANDS GROUP	BPR568001-B/STP	EACH	2.5 gallon	1,500 gallons	$ 10.54	12	$ 126.48
F-16	Floor Stripper. **Fridays Speed Stripper #8840; OR EQUIVALENT.** Removes floor finish, mop or machine applicable. 5-gallon pail.	STAPLES BRANDS GROUP	SEB8205-CC	EACH	5 gallon	n/a	$ 45.76	16	$ 732.16
F-17	Floor Stripper. **Johnson Diversey Bravo #04576; NO SUBSTITUTES.** Non-ammoniated for use on resilient and non-resilient floors. 5 gallon box.	Johnson - Diversey	Bravo 04576	BOX	5 gallon	n/a		4	$ -
F-18	Floor Stripper. **SSS Pit Stop #05298; OR EQUIVALENT.** Heavy duty for mechanical stripping, non-ammoniated, low foam, biodegradable, no abrasives. 2.5 gallon bottle w/ 2 bottles per case.	STAPLES BRANDS GROUP	SEB8205-CC	EACH	2.5 gallon	n/a	$ 45.76	4	$ 183.04

CITY OF SACRAMENTO
FINANCE DEPARTMENT
PROCUREMENT SERVICES DIVISION

JANITORIAL SUPPLIES
BID SHEET

APPENDIX A
B15061511002

Percentage off of your catalog price for similar products in this category =	

TOTAL = $ 10,349.38

CATEGORY G: CLEANERS, DEODORIZERS, AND DISINFECTANTS

(ITEMS G-1 THROUGH G-33 WILL BE AWARDED BY LINE OR IN THE AGGREGATE AT PURCHASER'S DISCRETION)

Item No.	Description	Manufacturer	Product Name / Manufacturer number	Sales Unit (e.g. each, case, box, etc.)	Size of Container in Sales Unit (e.g. 1 gal or 2.5L)	Diluted gallons (medium soil)	Bid Price in US dollars per Sales Unit	Estimated Annual Usage (by Sales Unit)	Extended Price (Price for Sales Unit x Est Annual Usage)
G-1	Absorbent. **Bid D D-Vour #164 or SSS Absorbent Powder #08049; OR EQUIVALENT.** Free-flowing powder, transforms liquids into odorless semi-solids, non-toxic, biodegradable, water soluble. 16 oz. canister w/ 6 canisters per case.	LAGASSE BROS INC	FRS 6-14-SS	CASE	16 oz. canister	n/a	$ 6.62	2	$ 13.24
G-2	Air Freshener. **SSS OmniAir #74361; NO SUBSTITUTES.** Odor management, 60 to 90 days, citrus scent. 6 canisters per case.	SSS	OmniAir 74361	CASE	regular	n/a	$ 49.99	6	$ 299.94
G-3	Bleach, Liquid. **Kik Pure Bright #Bleach6; OR EQUIVALENT.** Industrial, chlorine-free. 1 gallon bottle w/ 6 bottles per case.	LAGASSE BROS INC	KIK BLEACH3	CASE	1 gallon	n/a	$ 5.58	194	$ 1,082.52

G-4	Bleach, Powder. **Dial Borateem #00145; OR EQUIVALENT.** Chlorine-free. 5 lb. pail.	OR & GAMBLE DISTRIBUTI	88927	EACH	5 lbs.	n/a	$	9.65	16	$ 154.40
G-5	Cleaner. **3M #22-4730-2; OR EQUIVALENT.** 44L concentrate, mild acid, removes soap scum and scale from bathroom surfaces, hard surface. Green Seal GS-37 certified. 2-liter bottle.	DIVERSEY, INC.	5325365	EACH	2-liter	27 gallons	$	63.85	22	$ 1,404.70
G-6	Cleaner. **Colgate-Palmolive Ajax #14278; OR EQUIVALENT.** Silica-based oxygen bleach powder. 21 oz. canister w/ 24 canisters per case.	LAGASSE BROS INC	CPM14278	CASE	21 oz.	n/a	$	0.98	32	$ 31.36
G-7	Cleaner. **Clorox Pine Sol #35418; OR EQUIVALENT.** Biodegradable phosphate-free liquid disinfectant and deodorizer. 144 oz. bottle w/ 3 bottles per case.	STAPLES BRANDS GROUP	BPR460001-A/184	CASE	144 oz.	n/a	$	7.88	28	$ 220.64
G-8	Cleaner. **Johnson Diversey Alpha-HP #3401512; NO SUBSTITUTES.** #52 multi-purpose. Green Seal GS-37 certified. 2.5 liter j-fill bottle w/ 2 bottles per case.	Johnson - Diversey	Alpha-HP 3401512	CASE	2.5 liter	n/a			8	$ -
G-9	Cleaner. **Johnson Diversey Crew #3172650; NO SUBSTITUTES.** #44 bathroom and scale remover. Green Seal GS-37 certified. 2.5 liter j-fill bottle w/ 2 bottles per case.	Johnson - Diversey	Crew 3172650	CASE	2.5 liter	n/a			6	$ -
G-10	Cleaner. **Enzyme-X; OR EQUIVALENT.** Liquid. 1 gallon bottle.	STAPLES BRANDS GROUP	BPR735001-A/184	EACH	1 gallon	n/a	$	9.71	120	$ 1,165.20

G-11	Cleaner. **Champion MPC #CPN 640; OR EQUIVALENT.** No-rinse neutral multi-purpose. 1 gallon bottle w/ 4 bottles per case.	STAPLES BRANDS GROUP	BPR360001-ACT	CASE	1 gallon	n/a		18	$	-
G-12	Cleaner. **Sheila Shine #SS-10; NO SUBSTITUTES.** Stainless steel polish and surface preservative. 10 oz. aerosol canister.	SHEILA SHINE	SHE1EA	EACH	10 oz.	n/a		144	$	-
G-13	Cleaner. **P&G Spic and Span #8056; OR EQUIVALENT.** All-purpose, powder, non-phosphate, cleans grease stains, mold and mildew, and counter stains. 27 oz. box w/ 12 boxes per case.	LAGASSE BROS INC	PAG31973CT	CASE	27 oz.	n/a	$131.32	20	$	2,626.40
G-14	Deodorizer. **3M Fresh Scent #23896; OR EQUIVALENT.** 13L Concentrate, low flow for use in filling bottles. 2-liter bottle w/ 6 bottles per case.	STAPLES BRANDS GROUP	BPR735001-A/184	EACH	2-liter	30 gallons	$9.71	14	$	135.94
G-15	Deodorizer. **Clean Control Odor Ban #911062-G4; OR EQUIVALENT.** Odor eliminator. 1 gallon bottle w/ 4 bottles per case.	STAPLES BRANDS GROUP	BPR735001-A/184	EACH	1 gallon	32 gallons	$9.71	50	$	485.50
G-16	Detergent, Laundry. **Lagasse Low-50; OR EQUIVALENT.** Low-foam. 50 lb. pail.	STAPLES BRANDS GROUP	BPR900050-A	EACH	50 lbs.	n/a	$14.80	8	$	118.40
G-17	Disinfectant. **3M Quat #17-9553-3; OR EQUIVALENT.** #5 quaternary cleaner, concentrate, twist 'n' fill low flow for use in filling bottles. 2-liter bottle.	STAPLES BRANDS GROUP	BPR045001-A/185	EACH	2-liter	127 gallons	$7.79	14	$	109.06

G-18	Disinfectant. **WSD&D Lemon Kontrol: OR EQUIVALENT.** 1 gallon bottle w/ 4 bottles per case.	STAPLES BRANDS GROUP	BPR045001-A/185	CASE	1 gallon	n/a	$7.79	20	$ 155.80
G-19	Disinfectant. **Reckitt Benckiser Lysol #359979; OR EQUIVALENT.** Kills viruses and bacteria. 19 oz. aerosol canister w/ 12 canisters per case.	AMREP INC	BPR223A16-ACT	CASE	19 oz.	n/a	$27.75	20	$ 555.00
G-20	Disinfectant. **Reckitt Benckiser Lysol #78915; OR EQUIVALENT.** Mold and mildew remover with bleach. 32 oz. bottle w/ trigger sprayer; 12 bottles per case.	DIVERSEY, INC.	DIV4550	CASE	32 oz.	n/a	$37.05	10	$ 370.50
G-21	Disinfectant. **Spartan NABC #711603; OR EQUIVALENT.** Non-caustic, non-acidic. 32 oz. bottle.	STAPLES BRANDS GROUP	BPR325032-ACT	EACH	32 oz.	n/a	$25.36	24	$ 608.64
G-22	Disinfectant. **CASE #13028; OR EQUIVALENT.** Quaternary, virucide. 1 gallon bottle.	STAPLES BRANDS GROUP	BPR045001-A/185	EACH	1 gallon	n/a	$7.79	10	$ 77.90
G-23	Disinfectant. **SSS Pleascent Clean #13007; OR EQUIVALENT.** Hospital grade, non-acidic. 32 oz. bottle.	STAPLES BRANDS GROUP	BPR325032-A/184	EACH	32 oz.	n/a	$2.11	48	$ 101.28
G-24	Disinfectant. **SSS Pleascent Neutra Shine #13025; OR EQUIVALENT.** Quaternary cleaner, neutral pH. 1 gallon bottle.	STAPLES BRANDS GROUP	BPR045001-A/185	EACH	1 gallon	64 gallons	$7.79	62	$ 482.98

G-25	Disinfectant. **Johnson Diversey Virex II #4329; NO SUBSTITUTIONS.** #5 quaternary, germicidal. 2.5 liter j-fill bottle w/ 2 bottles per case.	**Johnson - Diversey**	Virex II 4329	CASE	2.5 liter	n/a		18	$ -
G-26	Glass Cleaner. **Johnson Wax Glance #3172641; NO SUBSTITUTIONS.** #2 non-ammoniated, streak-free. 2.5 liter j-fill bottle w/ 2 bottles per case.	**Johnson Wax**	Glance 3172641	CASE	2.5 liter	1:40 dilution		16	$ -
G-27	Glass Cleaner. **SSS Blue #13065; OR EQUIVALENT.** Glass and surface cleaner, ammonia-based, non-streaking. 1 quart bottle w/ trigger sprayer w/ 4 bottles per case.	**DIVERSEY, INC.**	4705	CASE	1 quart	n/a	$2.20	26	$ 57.20
G-28	Graffiti Remover. **Fridays #11323; OR EQUIVALENT.** Formulated for use on concrete, masonry, and stone, removes paint, crayon, marking inks, and grease. 32 oz. container w/ 12 container per case.	**STAPLES BRANDS GROUP**	SEB99032-CC	CASE	32 oz.	n/a	$12.24	48	$ 587.52
G-29	Gum Remover. **3M #70-0711-6282-3; OR EQUIVALENT.** RTU liquid formulated to remove chewing gum, wax, and adhesives. 8 oz. bottle.	**AMREP INC**	AMRA18312CT	EACH	8 oz.	n/a	$37.95	24	$ 910.80
G-30	Spray Bottle. Chemical resistant HDPE clear or milky white plastic w/ both ounces and millimeters marked, standard adjustable nozzle included, .9mL output.	**IMPACT PROD INC**	5032WG24-90	EACH	32 oz. capacity	n/a	$0.50	472	$ 236.00
G-31	Spray Bottle, Nozzle. Replacement trigger nozzle for 32 oz. bottle, 9-1/2" length on draw, (Item G-30).	**IMPACT PROD INC**	6019 24-91	EACH	n/a	n/a	$1.31	48	$ 62.88

G-32	Toilet Bowl Ring Remover. **Blast #1102; OR EQUIVALENT.** 32 oz. container.	STAPLES BRANDS GROUP	BPR305032-B	EACH	32 oz.	n/a	$3.00	48	$ 144.00
G-33	Urinal Screens. **SSS #08030; OR EQUIVALENT.** Flexible, flat. 12 screens per package.	ROCHESTER MIDLAND	BPR24769	PACK	n/a	n/a	$10.55	12	$ 126.60
Percentage off of your catalog price for similar products in this category =								**TOTAL =**	$ 12,324.40

GRAND TOTAL (Categories A - G)	$ 93,943.52

STAPLES Facility Solutions

Addendum NO. 1 to Bid NO. B12131061004

City of
SACRAMENTO
Finance Department

July 16, 2014

ADDENDUM NO. 1 TO BID NO. B12131061004

FOR JANITORIAL SUPPLIES

1. The Bid due date of July 23, 2014 has not been changed.
2. If there is a minimum dollar amount for an order, please state the amount:

   $ 0.00 .

   If no minimum dollar amount is indicated, it shall be assumed that there is no minimum dollar amount for an order.
3. Refer to Appendix A Item No. E-6: State the price per each, Manufacturer Name, Product Name and Part Number if the size were 3" x 24". All other specifications remain the same.

   No bid - line item

Regards,

Gary O'Neill
Program Analyst

Vendor's Name: Staples Contract & Commercial, Inc., operating as Staples Facility Solutions

Signature: _____

Typed or Printed
Name & Title: Mark Fortney/Area Vice President- Facilities

Date: 7-21-14

Procurement Services
PH: 916-808-7432
Fax: 916-808-5747
915 I Street, 2nd Floor
Sacramento, CA 95814

STAPLES Facility Solutions

City of Sacramento Business License

STAPLES Facility Solutions

Additional Information

STAPLES Advantage

Expertise that sparks new thinking. Solutions that lower costs. Service and people you can depend on. As a Staples Facility Solutions customer, the advantages are all yours.

The Right Expertise

Make smarter purchasing decisions with the help of our highly trained experts. Reduce costs. Simplify processes. Gain a better understanding of your spend at the local level. Only Staples Facility Solutions can offer the diverse range of expertise your organization needs to excel. Count on:

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- **Corporate responsibility** expertise to help you achieve environmental and diversity spend goals

The Right Solutions

With Staples Facility Solutions, it's always about you and nobody else. Your program is tailored with the right selection of products, service and savings based on your organization's needs. Only Staples Facility Solutions can offer the broad range of solutions to give you the most flexibility. Benefit from:

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- **Furniture solutions** – Everyday furniture and complete services, design to installation

The Right Service

Reliable, dependable service that exceeds your expectations: That's the hallmark of our Easy® brand. Our financial stability means you can feel confident in our ability to always deliver what you need. Depend on:

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- **Accurate** and FREE next-business-day delivery
- **Simplified** billing processes that reduce paper work and payment reconciliation time
- **Local** Staples® retail stores for last-minute purchases at your negotiated pricing
- **No-hassle** shipping, returns and Customer Service policies –simple, transparent and clear

For more information, please contact:

Name: Brion Williams

Title: Account Executive, Facility Solutions

Phone: (907) 240-2811

Email: brion.williams@staples.com

MUST BE POSTED IN CONSPICUOUS PLACE

1019461

SACRAMENTO

BUSINESS OPERATIONS TAX CERTIFICATE

		FROM	TO
Business Name	STAPLES CONTRACT & COMMERCIA	Mo. Day Yr.	Mo. Day Yr.
Business Address	1164 NATIONAL DR 20		
Owner	STAPLES CONTRACT & COMMERCIA	07/01/2014	06/30/2015
Type of Business	SALES OFFICE/ADMINISTRATIVE OFFICE		
Tax Classification	401P		Expires

CITY OF SACRAMENTO

VOID
OCT 06 2014
IF NOT
VALIDATED
PAID

STAPLES CONTRACT & COMMERCIAL INC
500 STAPLES DR
FRAMINGTON, MA 01702

This certificate is not to be construed as a business license or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation to the contrary is fraudulent. (This certificate must be renewed within 30 days of expiration).

1019461

TOTAL
PAID: $3,474.13

THIS STUB MAY BE
FOLDED/DETACHED
BEFORE POSTING

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/7/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Beecher Carlson Insurance Services
6 Concourse Parkway, Suite 2300
Atlanta, GA 30328

www.beechercarlson.com

CONTACT NAME: (ATL) Diane Stalcup
PHONE (A/C, No, Ext): 678-539-4877 FAX (A/C, No): 770-870-3031
E-MAIL ADDRESS: dstalcup@beechercarlson.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : ACE Property & Casualty	20699
INSURER C : Indemnity Insurance of North America	43575
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Staples, Inc.
and the attached Named Insureds
500 Staples Drive
Framingham MA 01702

COVERAGES **CERTIFICATE NUMBER:** 21917655 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY	✓		HDO-G27330472	2/1/2014	2/1/2015	EACH OCCURRENCE	$ 1,000,000
	☐ CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	✓ Contractual Liability						MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	✓ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY	✓		ISA-H08818897	2/1/2014	2/1/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 3,000,000
	✓ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	✓ HIRED AUTOS ✓ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	✓ UMBRELLA LIAB ✓ OCCUR			XOO-G27368566	2/1/2014	2/1/2015	EACH OCCURRENCE	$ 5,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ 5,000,000
	☐ DED ✓ RETENTION $ $10K SIR							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLR-C47878305(AZ,CA,MA)	2/1/2014	2/1/2015	✓ PER STATUTE ☐ OTH-ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		SCF-C47878317(WI)	2/1/2014	2/1/2015	E.L. EACH ACCIDENT	$ 1,000,000
A				WCU-C47878329 (OH)	2/1/2014	2/1/2015	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
C	If yes, describe under DESCRIPTION OF OPERATIONS below			WLR-C47878299(AOS)	2/1/2014	2/1/2015	E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The CITY of Sacramaento, its officials, employees and volunteers is included as Additional Insured on General Liability and Automobile Liability policies to the extent required by written contract only.

CERTIFICATE HOLDER

City of Sacramento
Procurement Services Division
Mail Stop 12600
915 I Street, 2nd Floor
Sacramento CA 95814-2604

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sharon D. Brainard

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AGENCY CUSTOMER ID: 39

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY		NAMED INSURED
Beecher Carlson Insurance Services		Staples, Inc. and the attached Named Insureds 500 Staples Drive Framingham MA 01702
POLICY NUMBER		
HDO-G27330472		
CARRIER	NAIC CODE	
ACE American Insurance Company	22667	EFFECTIVE DATE: 2/1/2014

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (01/14)

CERTIFICATE HOLDER: City of Sacramento Procurement Services Division

ADDRESS: 915 I Street, 2nd Floor Sacramento CA 95814-2604

INSURED: Staples, Inc.
POLICY PERIOD: 2/1/14 - 2/1/15

NAMED INSUREDS:

Staples the Office Superstore East, Inc.

Staples the Office Superstore LP

Staples Contract & Commercial, Inc., including:
- Staples National Advantage
- Business Interiors by Staples (fka Corporate Express Business Interiors)
- Coastwide Laboratories, Inc.
- Staples Promotional Products (fka Corporate Express Promotional Marketing, Inc.)
- Kross Outfitters
- Corporate Express Imaging & Computer Graphic Supplies
- Any other entity formerly known as Corporate Express
- Staples Technology Solutions.com
- Staples Enterprise Advantage
- Staples Business Advantage
- Staples Advantage
- Staples Industrial
- Staples Print Solution

Quill Corporation
- MAP (Medical Arts Press, Inc.)

Schoolkids.com, Inc.

Smilemakers, Inc.

Thrive Networks, Inc.

Corporate Express Document & Print Management, Inc.

Lonesource

PNI Digital Media, Inc.

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ATTACHMENT

ADDITIONAL INSURED WHERE REQUIRED BY CONTRACT

Named Insured Staples, Inc.			Endorsement Number 48
Policy Symbol HDO	Policy Number G27330472	Policy Period 02/01/2014 TO 02/01/2015	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Section II.2 - Who Is An Insured:

e. Any person or organization that you are required to include as an additional insured under this policy because of a contract that:

1) Is in effect during this policy period; and
2) Was executed prior to the "occurrence" of the "bodily injury" or "property damage"; and
3) Qualifies as an "insured contract" as defined in this policy.

Such person or organization is an additional insured only for:

a) Coverage under Section I - Coverages, Coverage A. Bodily Injury and Property Damage Liability; and
b) Liability arising out of "your work" or "your product" for that additional insured; and
c) For the period of time required by the contract and in no event beyond the expiration of this policy.

In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the contract:

i) The insurance provided by this endorsement shall be limited to the Limits of Insurance required by the contract; and
ii) This endorsement shall not increase the Limits of Insurance stated in the Declarations under Item 3. Limits of Insurance pertaining to the coverage provided herein.

Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless the contract specifically requires that this insurance apply on a primary or non-contributory basis.

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ADDITIONAL INSURED WHERE REQUIRED BY CONTRACT

In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions.

_____

Authorized Agent

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SIGNATURES

Named Insured			Endorsement Number
Staples, Inc.			3
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
HDO	G27330472	02/01/2014 to 02/01/2015	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract.

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA (A stock company)
BANKERS STANDARD FIRE AND MARINE COMPANY (A stock company)
BANKERS STANDARD INSURANCE COMPANY (A stock company)
ACE AMERICAN INSURANCE COMPANY (A stock company)
ACE PROPERTY AND CASUALTY INSURANCE COMPANY (A stock company)
INSURANCE COMPANY OF NORTH AMERICA (A stock company)
PACIFIC EMPLOYERS INSURANCE COMPANY (A stock company)
ACE FIRE UNDERWRITERS INSURANCE COMPANY (A stock company)
WESTCHESTER FIRE INSURANCE COMPANY (A stock company)

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

CARMINE A. GIGANTI, Secretary

JOHN J. LUPICA, President

Authorized Representative

ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured Staples, Inc.			Endorsement Number 4
Policy Symbol ISA	Policy Number H08818897	Policy Period 02/01/2014 TO 02/01/2015	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
GARAGE COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM
EXCESS TRUCKERS COVERAGE FORM

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:

1. You.
2. Any of your "employees" or agents.
3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.

B. The persons or organizations named in this endorsement are not liable for payment of your premium.

_____
Authorized Representative

Named Insured Staples, Inc.			Endorsement Number 2
Policy Symbol ISA	Policy Number H08818897	Policy Period 02/01/2014 TO 02/01/2015	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

SIGNATURES

THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract.

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA (A stock company)
BANKERS STANDARD FIRE AND MARINE COMPANY (A stock company)
BANKERS STANDARD INSURANCE COMPANY (A stock company)
ACE AMERICAN INSURANCE COMPANY (A stock company)
ACE PROPERTY AND CASUALTY INSURANCE COMPANY (A stock company)
INSURANCE COMPANY OF NORTH AMERICA (A stock company)
PACIFIC EMPLOYERS INSURANCE COMPANY (A stock company)
ACE FIRE UNDERWRITERS INSURANCE COMPANY (A stock company)
WESTCHESTER FIRE INSURANCE COMPANY (A stock company)

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

CARMINE A. GIGANTI, Secretary

JOHN J. LUPICA, President

Authorized Representative

Back to Report Table of Contents

...nto

Tax ID # if applicable:

Requires Council Approval: ☐ No ☒ YES **Meeting:** 10/28/2014

☐ Real Estate ☐ Other Party Signature Needed ☐ Recording Requested

General Information

Type: Commodity **PO Type: Formal Bid-Commodity**	**Attachment: Original No.:**
$ Not to Exceed: $ 79,315	**Original Doc Number:**
Other Party: UNISOURCE WORLDWIDE INC.	**Certified Copies of Document:**
Project Name: Janitorial Supplies	**Deed:** ☐ None ☐ Included ☐ Separate
Project Number: none **Bid Transaction #:** B15061511002	E/SBE-DBE-M/WBE: LBE waive

Department Information

Department: Finance — Division: Procurement Services

Project Mgr: Gary O'Neill — Supervisor: Craig Lymus

Contract Services: - — Date: 09/24/2014 — Division Mgr: Craig Lymus

Phone Number: 916-808-7432 — Org Number: 06001511

Comment:

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	Gary O'Neill	9/24/2014
Accounting:	—	—
Contract Services:	—	—
Supervisor:	CBJ	9/26/14
Division Manager:	CBJ	9/26/14
City Attorney	Signature or Initial	Date
City Attorney:	[illegible]	10/7/14

☐ Send Interoffice Mail ☐ Notify for Pick Up

Authorization	Signature or Initial	Date
Choose Director Department Director:		
City Mgr: yes ☒ No ☐		

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, is not part of the contract. (01-01-09)

For City Clerk Processing

Finalized:
Initial:

Date:

Imaged:
Initial:

Date:

Received:
(City Clerk Stamp Here)

FOR CITY USE ONLY

The Bid was opened on JULY 23, 2014.

Bid Bond Required: [X] No; [ ] Yes - Amount: $ _____

Received: [ ] Cashiers or Certified Check drawn on a California bank; [ ] Surety Bond

_____
City Clerk

CONTRACT AWARD

Bid Items Included in the Contract: All Items, unless otherwise specified below

Specify: See attached, Exhibit A, "Low Bidder Per Item"

Contract Not-to-Exceed Amount: $ 79,315

Award Date: 10/28/2014

CONTRACT APPROVAL

Approved as to Form:	Approved:	Attest:
_____	_____	_____
City Attorney	City Manager (Or Authorized Designee)	City Clerk

UNISOURCE WORLDWIDE

Exhibit A - Low Bidder Per Item

Item No.	Description	Substitute allowed?	Brand	Low bidder	Delivery Days	Amount	Sales Unit	Annual Use	Annual total
A-1	Toilet Paper	No	Eco Soft	Abe Janitorial	2	$ 34.98	case	130	$ 4,547.40
A-2	Toilet Paper	No	Eco Soft	Abe Janitorial	2	$ 35.98	case	742	$ 26,697.16
A-3	Toilet Paper, tree free	Yes	Waxie Kleenline	Waxie's	2	$ 27.99	case	134	$ 3,750.66
A-4	Toilet Paper, jumbo	Yes	Tehtung	Sac Val	1	$ 21.00	case	4	$ 84.00
A-5	Toilet Seat Cover	Yes	Eco Soft	Unisource	2	$ 46.76	case	20	$ 935.20
A-6	Towels, roll	No	Eco Soft	Abe Janitorial	2	$ 34.75	case	420	$ 14,595.00
A-7	Towels, multifold	No	Eco Soft	Abe Janitorial	2	$ 16.49	case	336	$ 5,540.64
A-8	Towels, single-fold	No	Eco Soft	Abe Janitorial	2	$ 16.95	case	92	$ 1,559.40
A-9	Wipers, roll	Yes	Hospeco	Sac Val	2	$ 36.25	roll	36	$ 1,305.00
A-10	Wipers, flat	Yes	Brighton	Staples	1	$ 10.88	case	122	$ 1,327.36
B-1 thru B-6	Gloves, award in aggregate	Yes	Tradex International	Staples	1	$ 4,989.40	lot	--	$ 4,989.40
C-1	Soap, foam	Yes	GoJo	Staples	1	$ 3.66	1 liter	256	$ 936.96
C-2	Soap, foam	Yes	GoJo	Staples	1	$ 3.66	1 liter	32	$ 117.12
C-3	Soap, bar	Yes	Dial	Unisource	2	$ 48.87	case	6	$ 293.22
C-4	Hand sanitizer	Yes	GoJo	Waxie's	2	$ 50.59	case	20	$ 1,011.80
C-5	Tampons	No	Tampex	Waxie's	2	$ 52.11	case	2	$ 104.22
C-6	Liners, feminine	Yes	Rochester Midland	Unisource	2	$ 13.51	case	4	$ 54.04
C-7	Tissues, lens cleaners	Yes	Bausch&Lomb SightSavers	Sac Val	2	$ 9.12	box	54	$ 492.48
D-1 thru D-11	Trash can liners, award in aggregate	Yes	Republic	Sac Val	2	$38,191.42	lot	--	$ 38,191.42
E-1	Brush, utility	Yes	Carlisle	Waxie's	2	$ 0.92	each	12	$ 11.04
E-2	Brush, wire	Yes	Carlisle	Waxie's	2	$ 1.81	each	94	$ 170.14
E-3	Cloth, glass-cleaning	Yes	Impact	Waxie's	2	$ 7.13	pack	6	$ 42.78
E-4	Broom	Yes	Carlisle	Waxie's	2	$ 2.40	each	24	$ 57.60
E-5	Mop heads, wet	Yes	Carlisle	Waxie's	2	$ 6.20	case	4	$ 24.80
E-6	Mop heads, dry	Yes	Premier	Abe Janitorial	2	$ 5.85	each	96	$ 561.60
E-7	Mop frame	Yes	Rubbermaid	Sac Val	2	$ 2.01	each	2	$ 4.02
E-8	Mop, wet	Yes	SSS	Abe Janitorial	2	$ 54.00	case	12	$ 648.00
E-9	Mops, finish	Yes	Premier	Waxie's	2	$ 5.60	each	6	$ 33.60
E-10	Mop heads, dust	Yes	Odell	Staples	1	$ 10.50	each	20	$ 210.00

Exhibit A - Low Bidder Per Item

E-11	Mop heads, dust	Yes	Odell	Staples	1	$	5.15	each	2	$	10.30
E-12	Mop bucket	Yes	Rubbermaid	Sac Val	2	$	47.00	each	18	$	846.00
E-13	Rags	Yes	Wiper Central	Waxie's	2	$	16.67	case	48	$	800.16
E-14	Rags	Yes	A&A Wiping Clothes	Unisource	2	$	19.63	case	20	$	392.60
E-15	Sponge	Yes	SSS	Abe Janitorial	2	$	13.99	case	104	$	1,454.96
E-16	Toilet bowl mop	Yes	Impact	Waxie's	2	$	0.55	each	88	$	48.40
F-1	Baseboard stripper	Yes	Green Edge Off	Waxie's	2	$	2.81	each	24	$	67.44
F-2	Carpet cleaner	Yes	Staples Brand Group	Staples	1	$	6.35	each	2	$	12.70
F-3	Carpet cleaner	Yes	Formula Sac Val Pure Clean	Sac Val	2	$	8.00	each	120	$	960.00
F-3 alt	Carpet cleaner	Yes	UWW X-Tractor	Unisource	2	$	27.40	case/4	30	$	822.00
F-4	Carpet cleaner	No	Racine	Waxie's	2	$	28.80	box	2	$	57.60
F-5	Carpet cleaner	Yes	Amrep	Staples	1	$	2.74	canister	24	$	65.76
F-6	Carpet cleaner	Yes	Waxie-Green Encapsulating	Waxie's	2	$	12.79	each	8	$	102.32
F-7	Floor cleaner	Yes	Fridays Speed Kleen	Abe Janitorial	2	$	6.95	case/4	48	$	333.60
F-8	Floor conditioner	No	Johnson Diversey Easy Paks	Sac Val	2	$	40.05	case	4	$	160.20
F-9	Floor finisher	Yes	Fridays Dura Shine	Abe Janitorial	2	$	13.75	case/4	24	$	330.00
F-10	Floor finisher	No	Johnson Diversey Aquaria	Unisource	2	$	83.63	case	10	$	836.30
F-11	Floor finisher	Yes	SSS Legacy	Abe Janitorial	2	$	23.85	case/4	4	$	95.40
F-12	Floor finisher	Yes	Diversey Amplify	Unisource	2	$	13.10	each	2	$	26.20
F-13	Floor prespray	Yes	Staples Brand Group	Staples	1	$	7.23	each	8	$	57.84
F-14	Floor sealer	No	Johnson Diversey Freedom SC	Abe Janitorial	2	$	35.36	case	6	$	212.16
F-15	Floor sealer	Yes	W300 Undercoater & Sealer	Waxie's	2	$	47.15	each	6	$	282.90
F-16	Floor stripper	Yes	Waxie W400	Waxie's	2	$	21.02	each	16	$	336.32
F-17	Floor stripper	No	Johnson Diversey Bravo	Unisource	2	$	41.16	box	4	$	164.64
F-18	Floor stripper	Yes	SSS Pit Stop	Abe Janitorial	2	$	23.68	each	4	$	94.72
G-1	Absorbent	Yes	Lagasse	Staples	1	$	6.62	case	2	$	13.24
G-2	Air Freshener	No	OmniAir	Staples	1	$	49.99	case	6	$	299.94
G-3	Bleach, liquid	Yes	Waxie's	Waxie's	2	$	1.55	case	194	$	300.70
G-4	Bleach, powder	Yes	Proctor & Gamble	Staples	1	$	9.65	each	16	$	154.40
G-5	Cleaner	Yes	3M 44L	Unisource	2	$	16.36	each	40	$	654.40
G-6	Cleaner	Yes	Lagasse	Staples	1	$	0.98	case	32	$	31.36
G-7	Cleaner	Yes	Staples Brand Group	Staples	1	$	7.88	case	28	$	220.64
G-8	Cleaner	No	Johnson-Diversey Alpha HP	Unisource	2	$	59.49	case	8	$	475.92

Exhibit A - Low Bidder Per Item

G-9	Cleaner	No	Johnson-Diversey Crew	Unisource	2	$	57.57	case	6	$	345.42
G-10	Cleaner	Yes	Formula Sac Val Bio Clean	Sac Val	2	$	6.90	each	120	$	828.00
G-11	Cleaner	Yes	Champion MPC	Abe Janitorial	2	$	8.00	case	18	$	144.00
G-12	Cleaner	No	Sheila Shine	Waxie's	2	$	5.04	each	144	$	725.76
G-13	Cleaner	Yes	Spic and Span	Abe Janitorial	2	$	6.50	case	20	$	130.00
G-14	Deodorizer	Yes	Staples Brand Group	Staples	1	$	9.71	each	15	$	145.65
G-15	Deodorizer	Yes	Waxie Spring Clean	Waxie's	2	$	6.42	each	50	$	321.00
G-16	Detergent, laundry	Yes	Staples Brand Group	Staples	1	$	14.80	each	8	$	118.40
G-17	Disinfectant	Yes	3M Neutral Quat 23L	Unisource	2	$	4.39	each	14	$	61.46
G-18	Disinfectant	Yes	Staples Brand Group	Staples	1	$	7.79	case	20	$	155.80
G-19	Disinfectant	Yes	Amrep	Staples	1	$	27.75	case	20	$	555.00
G-20	Disinfectant	Yes	Lagasse SA Lag Lysol mildew	Waxie's	2	$	36.92	case	10	$	369.20
G-21	Disinfectant	Yes	Spartan NABC	Unisource	2	$	1.81	each	24	$	43.44
G-22	Disinfectant	Yes	Staples Brand Group	Staples	1	$	7.79	each	10	$	77.90
G-23	Disinfectant	Yes	Diversey Crew	Sac Val	2	$	1.75	each	48	$	84.00
G-24	Disinfectant	Yes	Waxie Spring Clean	Waxie's	2	$	6.42	each	62	$	398.04
G-25	Disinfectant	No	Johnson-Diversey Virex II	Sac Val	2	$	46.20	case	18	$	831.60
G-26	Glass cleaner	No	Johnson Wax Glance	Unisource	2	$	53.98	case	16	$	863.68
G-27	Glass cleaner	Yes	Diversey	Staples	1	$	2.20	case	26	$	57.20
G-28	Graffiti remover	Yes	Fridays #11323	Abe Janitorial	2	$	8.00	case	48	$	384.00
G-29	Gum remover	Yes	UWW Gum Off	Unisource	2	$	2.90	each	24	$	69.60
G-30	Spray bottle	Yes	Impact	Staples	1	$	0.50	each	472	$	236.00
G-31	Spray bottle nozzle	Yes	Impact	Waxie's	2	$	0.39	each	48	$	18.72
G-32	Toilet bowl ring remover	Yes	UWW Vortex	Unisource	2	$	1.67	each	48	$	80.16
G-33	Urinal screens	Yes	UWW Bulls Eye	Unisource	2	$	8.34	pack	12	$	100.08

CITY OF SACRAMENTO

Invitation For Bid (IFB)

and

Contract Specifications for **Supplies**

Bid Number:	**B15061511002**
Bid Name:	**Janitorial Supplies and Equipment**

Bids must be received prior to 2:00 PM on:

Wednesday	**07/23/2014**

Bids must be submitted to:

OFFICE OF THE CITY CLERK
5TH FLOOR PUBLIC COUNTER
915 I STREET, NEW CITY HALL
SACRAMENTO, CA 95814

Bidder to complete the following information:

Bidder Name:	UNISOURCE WORLDWIDE INC.
Address:	1701 W National Dr
City, State, ZIP code:	Sacramento CA 95834
Contact name:	Matt Morris
Contact phone number:	916-985-6901
Contact email address:	Matt.morris@unisourceworldwide.com

Note: *All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.*

SECTION I

BID INSTRUCTIONS AND REQUIREMENTS

The City of Sacramento is soliciting sealed Bids for supplies as detailed in this Bid document. Prospective Bidders are advised to thoroughly read this document and become familiar with all of its requirements. Questions must be submitted before the deadline to submit questions.

1.) Official Electronic copies of this Bid document can be obtained only from the City of Sacramento's official web Bid Center, aka "PlanetBids".

http://www.planetBids.com/portal/portal.cfm?CompanyID=15300

2.) Any additional information (Addenda, Q&A, etc.) pertaining to this Bid will also be found at the above official link.

3.) The City is not responsible for Bid documents obtained from third-party sources, such as Bid aggregate services or plan rooms. Such documents may be incomplete and Bids submitted may be deemed non-responsive. Registration as a vendor in the PlanetBids system is required in order to obtain official Bid documents.
Questions about the PlanetBids electronic bid platform should be addressed to the City of Sacramento **Procurement Services** division at **916-808-6240.**

4.) City Department / Division / Contact Information

Department:	Finance
Division:	Procurement Services
Contact name:	**Gary O'Neill**
Contact phone number:	916-808-7432

5.) Q&A submittals

Submit questions prior to:

Date:	07/16/2014
Time:	2:00 PM

Submit Questions via: ☒ the Bid center ("PlanetBids") Q&A tab

(Responses will be posted in the Bid center Q&A tab or by the issuing of an Addendum)

6.) Pre-Bid Meeting

☐ No ☒ Yes, attendance is optional

Date:	**07/09/2014**
Time:	**2:00 PM**
Location name:	City Of Sacramento – New City Hall*
Address:	915 I Street
Bldg./Floor/Room:	2nd Floor, Room CH2105
City:	Sacramento CA 95814

* Photo ID is required to gain admittance to the building. There is a charge for parking.

7.) Bond Information*

Bid:	☒ Not required	☐ YES, required (a)	%
Payment:	☒ Not required	☐ YES, required	%
Performance:	☒ Not required	☐ YES, required (b)	%

(a) Pursuant to City Code section 3.56.150 and 3.56.190

(b) Pursuant to City Code section 3.56.200

8.) Timeframe

Number of days that Bid is valid:	Ninety (90)
Anticipated start date of contract*:	10/01/2014
Duration of contract:	Two (2) years; not-to-exceed five (5) years with renewals
Contract renewal information:	Three (3) additional one year renewals

*The Sacramento City Council must approve this purchase/contract before any supplies may be purchased.

9.) Workers' Compensation Insurance Waiver of Subrogation

Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTOR.

☐ NO ☒ YES

Refer to Section II, Subsection 11, for insurance requirements.

10.) City Code

All provisions of Chapter 3.56 of the City Code are applicable to any Bid submitted or contract awarded.

11.) Equipment

If equipment is Bid, it shall be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated by the City.

12.) Payment Discount

Payment discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Payment discounts offered for payment in twenty (20) or more days shall be subtracted from the total Bid price for the purposes of Bid evaluation. Any payment discount offered by the successful Bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.

13.) Bid Submission

a.) Bidders are required to submit an original Bid, including all required attachments and addenda, per City Code section 3.56.140.

b.) Bid document form shall be received by the City Clerk's Office by the date and time indicated on the cover page of this Bid document. Failure to do so will cause the late or mis-addressed Bid to be rejected.

c.) All Bids must show the full legal name of the firm submitting the Bid and must be on these official Bid document forms.

d.) Bid responses must be written in ink, printed by typewriter or computer generated. Responses made in pencil may not be considered.

e.) All Bids shall be signed in ink by a representative of the firm who is authorized to bind the firm to the terms and conditions of this Bid and possible resulting contract.

f.) Alternate Bids are invalid unless invited by the City in this Bid document. *All Bid submissions are subject to rejection when unsolicited alternate Bids are submitted.*

g.) Bids must be sealed in an appropriate envelope, package, or container and include the Bid name and number and the name and address of the Bidder on the outside of said package.

h.) No Bidder shall have interest in more than one Bid (submit more than one Bid solicitation) as stated in City Code section 3.56.13.

I.) Bidders and other interested parties are invited to be present at the opening of the Bids at a time immediately following the Bid submission deadline. Bids will be opened, in public, in the Hearing Room on the 2nd floor of Historic City Hall, 915 I Street, Sacramento, CA 95814. Photo ID will be required for admission to the building.

14.) Rejection of Bids

The right to reject any and all Bids is reserved by the City in its absolute discretion.

15.) City's rights and options

The City reserves the right to:

a.) waive any informalities or minor irregularities, as determined in its sole discretion, in connection with the Bidding process or any of the Bids received.

b.) award in whole or in part.

c.) reject all partial Bids.

d.) reject any or all Bids or make no award.

e.) issue subsequent Invitation For Bids.

f.) approve or disprove the use of any particular SubContractors and/or suppliers.

g.) accept a Bidder's signed offer and issue a purchase order or purchase orders directly to the Bidder based upon the specifications, pricing, and terms and conditions offered in the response to this Bid solicitation.

16.) Bid Evaluation

a.) In determining the amount Bid by each Bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the Bid. When such a mathematical error appears on the face of the Bid, the City shall have the right to correct such error and to compute the total amount Bid by the Bidder on the basis of the corrected figure or figures.

b.) When an item price is required to be set forth in the Bid, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the City's estimate of the quantity to be provided or performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the intent of the Bid process. The total paid for each such item of work shall be based upon the item price and not the total price.

c.) Should the Bid contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by City's estimate of the estimated quantities to be provided or performed.

d.) If the Bid contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Bid shall be disregarded.

e.) If Prospective Bidders are bidding an item "or equal" the Bidders shall list the manufacturer's name and product number of the item offered in the space provided. If such information is not provided, it will be assumed that the Bidder is offering the exact item specified. The City's decision as to whether an item is an equal to the item specified shall be final.

17.) Determination of Lowest Responsible Bidder

Pursuant to Sacramento City Code 3.56.020, the lowest responsible Bidder shall be determined as follows:

In determining whether a Bidder is responsible, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the Bidder; (ii) the ability, capacity and skill of the Bidder to perform the contract or effectuate the transaction; (iii) the ability of the Bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgment, experience and efficiency of the Bidder; (v) the quality of the Bidder's performance on previous purchases by, or contracts with, the City; (vi) the ability of the Bidder to provide future maintenance, repair parts and services for the supplies provided.

b.) Based on the information provided in the bids, the City Council or the City Manager, as the case may be, shall identify those bids that are subject at the time of bid opening to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the City Code. The lowest responsible Bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. This deduction shall be in addition to the application of any bid price preferences authorized by subsection c, below.

c.) The City Council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including but not limited to, preferences to promote the participation and utilization of local business enterprises, energy conservation and sustainability in the City's contracting for supplies and nonprofessional services. The lowest responsible Bidder shall be the responsible Bidder whose bid price is the lowest after all bid prices are calculated to include any such preferences. The calculation of such preferences shall be in addition to any deduction of sales or use tax required by subsection b, above.

18.) Pre-Award Conference

The apparent lowest responsible Bidder(s) may be required to attend a pre-award conference at a mutually acceptable time at which requirements of the Contract will be reviewed. At that time, samples of forms, reports etc., will be submitted by the Contractor for final approval.

19.) Award by Item or Group

The City reserves the right to increase or decrease quantities listed, make separate awards for any item, line-item or category/group of items to the lowest responsible bidders for such items or category/groups of items.

20.) Multiple Awards

The City reserves the right to make multiple awards in order to provide alternate sources to insure continuity of supply if meeting the City's requirements within an acceptable time period exceeds the capacity or capability of the primary Contractor(s).

21.) Contract Award Timeframe

Within ninety (90) days after the bid opening, a contract will be awarded by the City to the lowest responsible Bidder or Bidders, subject to the right of the City to reject all bids or waive informalities or minor irregularities, as it may deem proper. The time for awarding a contract may be extended in the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the Bidder objects to such extension in writing with his/her bid. The City may accept this bid offer by issuance of a Notice of Award Letter, Contract and/or a Purchase order covering award of said bid to Bidder at any time on or before the 90th day following.the day that this official bid is opened by the City. This offer shall be irrevocable for 90 days after bid opening or 90 days after City Council awards the bid, whichever comes last, however this period may be extended by mutual agreement of both parties.

22.) Emergency / Declared Disaster Requirements

In the event of an emergency or if a City facility is declared a disaster area by the county, state or federal government, this contract may be subjected to unusual usage. The consultant/vendor/supplier shall service the City during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the consultant/vendor/supplier shall apply to serving the City's needs regardless of the circumstances. If the consultant/vendor/supplier is unable to supply the goods/services under the terms of the contract because of a disruption in its chain of supply or service, then the consultant/vendor/supplier shall provide proof of such disruption which may include, but not be limited to a copy of a letter from the source of supply or service stating reason for the disruption. Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted.

23.) Bid Protests

Bid protests must be filed and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Sections 3.60.460 through 3.60.560 of the Sacramento City Code shall be invalid and shall not be considered. A bid protest fee of $750.00 is required at the time of filing to be considered valid in accordance with City of Sacramento Resolution No. 2003-231 dated April 29, 2003. As used herein, the term "bid protest" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, or (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. Sections 3.60.460 - 3.60.560 of the Sacramento City Code are available at:

http://www.qcode.us/codes/sacramento/

SECTION II

LOCAL PROGRAMS AND PREFERENCES

1.) EQUAL BENEFITS ORDINANCE ("EBO") REQUIREMENTS

NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City Contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding $100,000.00. The Ordinance applies to that portion of a Contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to SubContractors or Subcontracts of any Contractor or Contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are

primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, which enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All Contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directly on a City contract, and, at the time of hire of each new employee, a copy of the notification provided as Attachment "A."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

ATTACHMENT A – EQUAL BENEFITS CODE

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On ..... (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for ..... (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination in Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer.

You May . . .

- Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:

  City of Sacramento
  Procurement Services Division
  915 I Street, Second Floor
  Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
  - Reinstatement, injunctive relief, compensatory damages and punitive damages
  - Reasonable attorney's fees and costs

ATTACHMENT B – EQUAL BENEFITS CODE

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

- Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:

  City of Sacramento
  Procurement Services Division
  915 I Street, Second Floor
  Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Procurement Services Division, at the same address, containing the details of the alleged violation.

2.) LOCAL BUSINESS ENTERPRISE ("LBE") PARTICIPATION REQIREMENTS

Waiver has been granted by the Economic Development Director for the Local Business Enterprise (LBE) participation requirement of 5% and does not apply to this bid.

3.) LOCAL BUSINESS SALES/USE TAX DEDUCTION

The Sacramento City Code requires the City to identify those bids that are subject to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the Sacramento City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. The current rate at which such local sales or use tax is received by the City is one percent (1%). **Therefore, in evaluating bids to determine the lowest responsible bidder, bids that are subject to this tax at the time of bid opening shall have an amount equal to one percent (1%) of the taxable total deducted from the bids.** This deduction shall be in addition to the application of any bid price preferences or other deductions authorized by the City Code. Such deductions shall be made for bid evaluation purposes only. Contract awards shall be made at the actual bid amount.

4.) SUSTAINABLE PURCHASING POLICY ("SPP")

The City has adopted a "Sustainable Procurement Policy" (SPP) and program. The goal is to encourage the procurement of products and services that help minimize environmental impact resulting from use and disposal of these products. Contractors are encouraged to offer Energy Star, Green Seal, UL EcoLogo, or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. City also encourages Contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this IFB. Contractors will offer products that have minimal virgin materials and maximum use of recycled products. Contractor must work with the City to attain these goals.

Notwithstanding the above, the Contractor agrees to supply the City of Sacramento with environmentally preferable and effective products in compliance with the specifications in this solicitation and provide services that help minimize environmental impact resulting from use and disposal of products specified in this bid.

The Contractor further agrees that its products specified in this bid do not contain any items, ingredients or components prohibited under the City's SPP Policy.

Council Resolution No. 2000-551 authorizes the use of incremental bid evaluation preferences up to a total not to exceed five percent (5%) of the total bid amount when evaluating the cost of products or services that represent the efforts to recycle and re-use sustainable and environmentally preferred products described in this policy. However, such bid preferences shall not exceed a total value of $50,000.00 on any single bid procurement bid preference.

The City may terminate this contract or take other appropriate actions if the Contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the City's SP Policy and requirements specified in the bid.

The City's SPP Policy is available on line at:

http://portal.cityofsacramento.org/Finance/Procurement/Sustainability-Options

Or by contacting the Procurement Services Division at (916) 808-6240.

SECTION III

GENERAL TERMS AND CONDITIONS

1.) Independent Contractor

a.) It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an Independent Contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an Independent Contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)

b.) It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

c.) If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and SubContractors.

d.) The provisions of this Section III Subsection 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section III Subsection 5, below.

2.) Licenses, Permits, Etc.

CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that is legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid

certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3.) Time

CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

4.) Contractor Not Agent

Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.

5.) Conflict of Interest

CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly nor indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or SubContractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.

6.) Confidentiality of City Information

During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section III Subsection 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7.) Contractor Information

a.) CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work

product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, Photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

b.) CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d.) The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8.) Standard of Performance

CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9.) Term; Suspension; Termination

a.) **Termination for Cause.** If the City determines that the Contractor's performance is not satisfactory, and notifies the Contractor of such determination in writing, the Contractor shall correct the unsatisfactory condition(s) within 5 days after receiving such notification. If the Contractor fails to correct the unsatisfactory condition(s) within 5 days, the City may declare the Contract terminated upon 30 days written notice and may, in the City's sole discretion, demand performance by the Contractor's surety, if any, or contract for performance of all or part of the remainder of Contract with another Contractor. In the event two such notices of unsatisfactory performance are given in any calendar year, and in the event that Contractor shall again fail to satisfactorily perform pursuant to the Contract, City may thereupon terminate the Contract immediately, with no prior notice. In the event of termination hereunder, the Contractor and/or its surety shall be liable and assessed for any and all costs for re-procurement and completion of the Contract.

b.) **Termination for Convenience.** The City may terminate the Contract, in whole or in part, for its convenience and without cause upon giving written notice to the Contractor. The City shall pay all reasonable costs associated with the Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with such termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned, or any other costs, which have not been incurred, as of the date of termination.

c.) **Termination After Completion Date.** If the Contractor fails to complete its performance of the Contract within the time specified in the Contract (including any approved extension of such time), if any, the Contract may be terminated and, in the event of such termination, the Contractor shall not be paid or allowed any further compensation for any costs incurred after such termination. The City may thereafter proceed to complete the Contract either by rebidding or otherwise, the Contractor and its surety, if any, shall be liable to the City for all loss or damage that the City may suffer on account of the Contractor's failure to complete the Contract on time. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

10.) Indemnity

a.) Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any SubContractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent Contractors who are directly responsible to CITY, except when such agents, servants, or independent Contractors are under the direct supervision and control of CONTRACTOR.

b.) Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any

of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11.) Insurance Requirements

During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section III Subsection 11. The sole exception is for delivery of supplies via a common carrier.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

a.) Minimum Scope & Limits of Insurance Coverage

(1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

(2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

(3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars ($1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance or if required as indicated in the Bid Instructions.

b.) Additional Insured Coverage

(1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insured's as respects general liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR.

(2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insured's as respects auto liability.

c.) Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.

(3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

d.) Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY Risk Management Division in writing prior to execution of this Agreement.

e.) Verification of Coverage

(1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

(2) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR and/or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

f.) SubContractors

CONTRACTOR shall require and verify that all SubContractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12.) Equal Employment Opportunity

During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

a.) **Compliance With Regulations:** CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

b.) Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of SubContractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

c.) Solicitations for SubContractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential SubContractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

d.) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

e.) Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

(1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;

(2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

f.) Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a SubContractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13.) Entire Agreement

The Contract Documents contain the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code. In the event of any conflict among the provisions of different Contract Documents, the conflict shall be resolved by giving precedence to the Contract Documents in the following order:

A. Post-Award Amendments.
B. Pricing Schedule(s), as corrected by City, if applicable.
C. Pre-Award Addenda
D. Special Provisions and Specifications.
E. Bid Instructions and Requirements

F. General Terms and Conditions
G. Technical Specifications and/or Plans

14.) Severability

If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15.) Waiver

Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

16.) Enforcement of Agreement

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

17.) Assignment Prohibited

The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.

18.) Binding Effect

This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section III, Subsection 17, above.

19.) Compliance with Laws

The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished pursuant to the Contract, including without limitation the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.

20.) Inspection

Merchandise will be inspected before acceptance by an authorized representative of the City of Sacramento for workmanship, appearance, proper functioning of all equipment and systems and conformance to all other requirements of the Contract. If deficiencies are found, it shall be the responsibility of the Contractor to pick up the merchandise, make necessary correction and

redeliver the merchandise for re-inspection and acceptance. Payment and/or commencement of discount period (if applicable) will not be made until corrective action has been made.

21.) Funding Availability

a.) The Contract is subject to the budget and fiscal provisions of the Charter and City Code of the City of Sacramento.

b.) The City's payment obligation under the Contract shall not at any time exceed the amount of funds appropriated and approved for such purpose by the Sacramento City Council.

c.) The Contract shall terminate without penalty at the end of the fiscal year in the event funds to make payment under the Contract are not appropriated and approved for such purpose by the City Council for the succeeding fiscal year. If such funds are appropriated for only a portion of the fiscal year this Contract shall terminate, without penalty, at the end of the term for which funds have been appropriated. In the event of such termination, the Contractor shall not be entitled to recover any costs incurred after termination, subject, further, to the limitation in Section III Subsection 21.B. of these General Conditions.

d.) Notwithstanding any provision of the Contract Documents to the contrary, this section shall govern over any other provision of the Contract.

22.) Inspection of Facilities

If requested by the City, the Contractor shall provide City with an inspection tour of Contractor's facilities at the location where the work under the Contract will be accomplished.

23.) Material Safety Data Sheets (MSDS) or (SDS)

It is mandatory for a manufacturer, supplier, or distributor, to supply a MSDS with the first shipment of hazardous material to each City location receiving the material. Also, at any time the content of a MSDS is revised, the vendor is required to provide new information relevant to the specific material to each City location receiving the material.

Contractor is to replace the MSDS with the appropriate Globally Harmonized System Safety Data Sheet (SDS) once the SDS becomes available.

24.) Notification of Material Changes in Business

Contractor agrees that if it experiences any material changes in its business including, without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition which may jeopardize the scheduled delivery or fulfillment of Contractor's contractual obligations to the City. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Procurement Services Division reserves the right at its sole discretion to terminate the Contract either for cause or for convenience as provided in Section 9 of these General Conditions.

25.) Payment and Invoicing

Unless otherwise specified in the Contract Documents, payment for services rendered or materials provided and accepted by City will be made monthly, in arrears, after receipt of a proper invoice.

26.) Protection of Existing Facilities

Contractor shall take every precaution to protect all public and private property during the performance of the Contract. Any damages caused by Contractor's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor.

27.) Guarantee

By submitting its bid, the Contractor guarantees that all merchandise delivered and/or work or services performed under the Contract shall meet the minimum requirements set forth herein. If it is determined by the City that the merchandise delivered or work or services performed do not meet the minimum requirements of the Contract, the Contractor shall be required to correct the same at Contractor's sole expense.

SECTION IV

SPECIAL PROVISIONS AND SPECIFICATIONS

1.) AUTHORIZED DISTRIBUTOR OR MANUFACTURER

The successful bidder warrants that they are an authorized distributor or manufacturer for all of the products that they sell to the City under this contract.

2.) BRAND NAME

a. Unless otherwise indicated, brand names and numbers, when used, are for reference to indicate the character or quality desired.

b. Equal items will be considered, provided offer clearly describes the merchandise. Offers for equal items shall state the brand name and manufacturer number. The determination of the Procurement Services Division as to what items are equal shall be final and conclusive.

c. When brand, number, or level of quality is not stated by the Contractor, it is understood that the offer is exactly as specified.

d. If submitting a proposal on a manufacturer's product other than that specified, Contractor must attach descriptive literature and specifications with the proposal.

e. If necessary, the burden of proof and cost of analysis to determine equality shall be that of the Contractor.

3.) CONTRACT PERIOD

Any contract(s) resulting from this proposal shall be effective for a two-year period starting from the date of award from City Council.

4.) COOPERATIVE PURCHASING

If mutually agreeable to both parties, the use of any resulting contract may be extended to other government agencies. It shall be understood that all terms and conditions as specified herein shall apply. The City of Sacramento will not be an agent, partner or representative of any other government agency as it relates to this specification and is not obligated or liable, including, but not limited to, payment for an order placed by any other government agency.

5.) DEFAULT BY CONTRACTOR

In case of default by Contractor, the City reserves the right to procure the articles or services from other sources and to hold the Contractor responsible for any excess costs occasioned to the City thereby.

6.) DELIVERY GUARANTEE

Contractor shall guarantee delivery of any contract item within 48 hours after receipt of order (ARO). Each weekend day or holiday within the time frame shall extend the delivery period per 24 hours. Emergency orders shall be delivered the same day, if placed prior to 10:00 a.m. Pacific Time, or next day if placed after 10:00 a.m. The City of Sacramento will solely determine an emergency order. Failure to comply with emergency orders may be cause for termination.

7.) DELIVERY HOURS

Delivery hours will vary for each facility. It is the responsibility of the Contractor to consult with each City facility to determine an optimum time for delivery

8.) DISPENSERS

The necessary amount and correct style of dispensers for each facility will be provided free-of-charge by the Contractor. Installation and repairs of the dispensers will be at the direction of the City. Dispensers that are no longer functional will be removed by the Contractor. Contractor may be asked to safely dispose of old dispensers in an ecologically-friendly manner.

9.) F.O.B./FREIGHT

All items are to be supplied F.O.B., Delivered, freight prepaid and allowed. Contractor will bear and pay freight charges at time of shipment and will hold title to goods up until they are received by the City of Sacramento at the shipping destination. Contractor will be responsible for filing all claims for damaged or lost goods.

10.) LABELING

All shipping cartons shall be labeled externally with the product number contained therein as well as the name of the product and the quantity contained in the carton.

11.) MODIFICATION OF CONTRACT

The City may order changes in the work herein required and may order extra work in connection with the performance of the contract and the Contractor may comply with such orders, except that:

A. If changes in requirements, reports, or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract will be increased or decreased by such amount as the Contractor and the Procurement Services Manager may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work.

B. No order for any alteration, modification, or extra work which will increase or decrease the cost of the work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Procurement Services Manager. No oral statement of any person shall in any manner or degree modify or otherwise affect the terms of this contract, including the requirements of the specifications.

12.) PRICING

Pricing during the term of this agreement will be applied as follows:

A) Contract Items - Prices for contract items (see Pricing Schedule) are to be firm for the first year of the contract.

Price increases will not be granted retroactively and request for adjustment must be received in writing by the City's Procurement Services division. The City reserves the right to terminate contract without further obligation by either party in the event price increases are not acceptable. The City is also to be given benefit of any decline in prices immediately upon the manufacturer's effective date of such decline. Requests for price increases shall be accompanied by Manufacturer's Price Lists or regularly published price lists of the Contractor which substantiate the request for price change.

B) Catalog Items - For items normally carried in inventory by the Contractor, but not specifically identified as contract items, the City is to receive discounts equal to or greater than the most favorable discount offered to other customers by the Contractor.

C) Special Orders - For items not identified as contract items and non-catalog (non-inventory) items, quotations may be solicited as deemed appropriate by the City on a case-by-case basis.

Note: Special promotions such as early order programs shall be offered to the City.

13.) PURCHASE ORDER

1. A Purchase Order will be issued to the Contractor on behalf of each of the City organization(s) who will be ordering items/services covered in the contract. The Purchase Order will be enclosed with the resulting contract or will be issued shortly thereafter, and will become an integral part of the resulting contract. Each Purchase Order will cite a specific dollar value to cover a particular item or specified period of time. If a contract is for a specific period of time and extends beyond the close of the City's fiscal year of June 30th, additional purchases order may be issued for each fiscal year.

2. The Purchase Order does not supersede any provision of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto.

3. Delivery of material and/or services shall not begin until receipt of the Purchase Order and/or other notification by the City Procurement Services Manager.

14.) QUANTITIES (ESTIMATED)

The quantities stated in the pricing schedule are estimates only of the City's requirements. Contractor agrees to furnish more or less than the estimates at the unit prices quoted in accordance with availability of funds and actual needs as they occur throughout the contract period.

15.) QUANTITIES UNRESTRICTED

The City is not limited to purchase all of its requirements from any contract resulting from this request.

16.) SAFETY REQUIREMENTS

All services and merchandise must comply with current California State Division of Industrial Safety Orders and O.S.H.A.

17.) SAMPLES

Prior to the award of the contract, the City may require that samples be submitted for evaluation and/or testing. The samples provided by the Contractor shall represent the exact items and/or products proposed and to be supplied. The City may perform selected inspections and tests to verify that the items and/or products proposed meet the requirements of this specification.

Samples must be received within five (5) working days of the request for pre-award samples. Failure to satisfy any of the City's requirements and/or specifications may result in the rejection of the bid.

Samples, when required, shall be furnished free of cost of any sort to the City of Sacramento.

18.) SERVICE PROVIDERS CONTRACTED BY THE CITY

The successful Contractor shall make the pricing and terms and conditions available to any and all Contractors hired by the City to provide janitorial service to City facilities.

19.) SHELF LIFE

Products having an expiration date shall be delivered with maximum unexpired time remaining. Unless otherwise qualified, Contractor agrees to exchange outdated unopened packages with unexpired material without cost to the City except that transportation costs may be charged. All expiration dates must be listed on the outside of the package.

20.) SUBCONTRACTS AND ASSIGNMENTS

No portion of the goods or services, except for delivery, may be subcontracted in whole or in part, nor assigned by the Contractor, nor may assignment of any money due or to become due the Contractor under this contract be made without the prior written consent of the City.

21.) SUBSTITUTE PRODUCTS

If, in the event of a manufacturer product change, the proposed and/or awarded item is no longer available, the vendor must immediately notify the Procurement Services Division Contract Manager for approval of allowable substitute product.

22.) USAGE REPORTS

Contractor is to furnish Usage Reports in Excel or a format approved by the City to the Procurement Services Contract Manager on a quarterly basis for all sales to City departments (Jan – Mar, Apr – Jun, Jul – Sep, Oct – Dec).

Each quarterly workbook is to contain a separate worksheet for each City account. At a minimum, the sheet shall contain:

- Item or product number
- Manufacturer name
- Manufacturer number
- Name of the item – must be spelt exactly as it appears on the container
- Quantity ordered
- Sell price
- Units Purchased
- Extended price

In addition, the report shall also contain a pivot table or separate worksheet with a cumulative total of each item purchase by the City.

23.) WARRANTY (COMMERCIAL)

The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract.

24.) WEBSITE ORDERS

The Contractor shall have a secure website using SSL (secure socket layer) for the purpose of placing orders electronically. Website ordering platform must integrate with stock management system. The ordering history for each City division must be available to the City division at the time an order is placed.

25.) CATEGORY A: PAPER PRODUCTS SPECIFICATIONS

- Products are to be made utilizing de-inking and bleaching processes that are free of chlorine.
- Product and packaging are to be free from all but trace amounts of heavy metals.

26.) CATEGORY B: GLOVES

- All gloves are powder-free, single-use (disposable), and manufactured using USDA accepted materials.
- Box count may be determined by weight.
- Latex gloves are textured for improved grip, medical-grade (used to protect the wearer from biological organism transmission), and non-sterile sterility.
- Latex gloves must meet or exceed ASTM D3578-99 and ASTM D5151-99 standards.
- Nitrile gloves are chemical-resistant and non-medical.
- Vinyl gloves are non-sterile with a rolled cuff.

27.) CATEGORY D: TRASH CAN LINERS

- Liners are to meet the standards for recycled contact as detailed in the State of California Public Resources Code Sections 42290 – 42298.
- Flat bottom construction, seamless tubular construction, flat folded in cartons for one-at-a-time dispensing, contains no heavy-metal additives.
- Cartons are to be composed of a minimum of 60% recycled content printed with soy-based or water-based inks.

28.) CATEGORY F AND CATEGORY G: USAGE INSTRUCTIONS AND TRAINING

- The successful contractor shall offer to each City division purchasing items under this contract from Category F or Category G the necessary training on proper handling of all chemicals and hazardous materials. Training shall be by a qualified or certified advisor. Training is to include instruction on proper dilution rates, personal protection equipment required, and all other procedures necessary to successfully use or apply the product. Training will be at no charge.

- New product(s) shall require on-site training by the advisor upon request, also at no additional cost.

- Contractor is to maintain a database with the names of all City employee(s) who attended training, the City division that the employee is assigned to, the training date(s) and type of training received.

SECTION V

BIDDER RESPONSE DOCUMENTS

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "Bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefor, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, and any Addenda, Amendments, Special Provisions, Specifications, Plans or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents, referred to herein as the Contract Documents, are fully incorporated herein by this reference and are collectively referred to as the Contract. By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder:

Name of Contractor:	UNISOURCE WORLDWIDE INC.		
Address:	1701 W National Dr		
City / State / ZIP:	Sacramento CA 95834		
Phone:	800-483-3961	Fax:	770-659-4803
Email address:	CPTSBBids@unisourceworldwide.com		
Fed. Tax ID #:	13-3369500	State Tax ID #:	54-0HB-34-6160
City of Sacramento Business Operations Tax Certificate #:			19-6111686-00035
Type of Business Entity (Check one):	☐ Individual/Sole Proprietor ☐ Partnership ☒ Corporation ☐ Limited Liability Co ☐ Other (specify):		

By:

Signature:			
Printed Name:	Dawn Doane		
Title:	Business Manager	Date:	7/23/14

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

The person signing this Agreement for the CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this agreement on behalf of the CONTRACTOR and to bind the CONTRACTOR to the performance of its obligations herein.

Incomplete information may render a bid "non-responsive":

1.) Local Business Sales/Use Tax Deduction

In order to identify those bids that are subject to the City's local sales or use tax, all bidders shall respond to the following:

Does the bidder have fixed offices or locally taxable distribution points within the boundaries of the City of Sacramento?

☐ **NO** ☑ **YES, 1% bid preference**

If the answer is "Yes", please provide the street address of this Sacramento location:

1701 W National Dr Sacramento CA 95834

2.) Local Business Enterprise (LBE) Participation

Is your firm an LBE as defined under City Code section 3.60.270?

☐ **NO** ☑ **YES, 5% participation requirement**

If the answer is "Yes", please provide the street address of this Sacramento location:

1701 W National Dr Sacramento CA 95834

If the answer is "Yes", please provide the **City of Sacramento Business Operations Tax Certificate** number AND submit a copy of the current certificate:

10.2280

If applicable, provide the **County of Sacramento Business License Number** AND submit a copy of the current license in addition to or in place of the City information:

GNB 32004-16519

3.) Business Operations Tax Certificate ("BOTC")

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a **Business Operations Tax Certificate** and pay the applicable tax if necessary. Successful bidders will be REQUIRED to show compliance with this requirement prior to award of the contract.

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500.

A copy of the BOTC must be submitted by the successful bidder within ten working days of the Notice of Intent to Award.

MUST BE POSTED IN CONSPICUOUS PLACE

102280

SACRAMENTO

BUSINESS OPERATIONS TAX CERTIFICATE

		FROM Mo. Day Yr.	TO Mo. Day Yr.
Business Name	UNISOURCE WORLDWIDE INC.		
Business Address	1701 W NATIONAL DR		
Owner	JAMES J SWEARINGEN	10/01/2013	09/30/2014
Type of Business	WHOLESALE & DELIVERY		
Tax Classification	401		Expires

UNISOURCE WORLDWIDE INC.
WEST COAST GL
7016 AC SKINNER PKWY
JACKSONVILLE, FL 32256

CITY OF SACRAMENTO
VOID
JUE NOT 2014
VALIDATED
PAID

This certificate is not to be construed as a business license or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation to the contrary is fraudulent. (This certificate must be renewed within 30 days of expiration).

102280

TOTAL
PAID: $5,006.00

THIS STUB MAY BE FOLDED/DETACHED BEFORE POSTING

County of Sacramento
General Business License

UNISOURCE WORLD WIDE INC
UNISOURCE WORLD WIDE INC/PAPER PLUS
7016 AC SKINNER PW
JACKSONVILLE, FL 32256

License Number: GNB32004-16519 Expiration Date: **September 01, 2016**

Issue Date: **August 11, 2004**

Owner Name: UNISOURCE WORLD WIDE INC

Business Name: UNISOURCE WORLD WIDE INC/PAPER PLUS

Location: 1701 NATIONAL DR
SACRAMENTO, CA 95834

Business Activities: WAREHOUSE & DISTRIBUTION OF PAPER PRODUCTS

This License is approved with the following conditions. Failure to comply with the following conditions may result in revocation of this license and civil or criminal penalties.

ALL COUNTY REGULATIONS APPLY. THERE SHALL BE NO INFLATABLE/PORTABLE/A-FRAME SIGNS OR FLAGS. ALL OUTDOOR DISPLAY OR BANNERS REQUIRE A SEPARATE USE PERMIT. ALL DEVELOPMENT STANDARDS INCLUDING PARKING, FENCING AND LANDSCAPING SHALL APPLY.

License not transferable. Not Valid at any other location.
Post in public view in a conspicuous place.

Julie Valverde
Director of Finance

Department of Finance, Tax Collection and Licensing
700 H Street, Room 1710, Sacramento, California 95814
phone (916) 874-6644 | fax (916) 874-8909 | www.finance.saccounty.net

4.) Delivery Guarantee

Contractor guarantees delivery within 1 working days after receipt of the order.

5.) Prompt Payment Discount

Do you offer a prompt payment discount for purchases made by the City of Sacramento?

☑ NO (net 30 days) ☐ YES

If yes: The discount is _____% -- *or*-- $_____ for payment within _____ calendar days computed from the date that the delivery is accepted by the City or the date that a correct invoice is received by the proper City department (the "Bill To:" address on the PO), whichever is later.

Discounts for payments made in less than 20 calendar days will not be considered as part of the bid evaluation.

6.) Electronic Funds Transfer (EFT)

Do you have the ability to accept electronic payments (EFT)?

☐ NO ☑ YES

If yes: The discount offered for EFT is 0 %.

NOTE: this information is for informational purposes only; there is no bid preference offered.

7.) Certificate of Insurance

Successful bidders are REQUIRED to submit the necessary Certificate(s) of Insurance as called for in the General Conditions within ten working days after Notification of Intent to Award.

8.) Insurance Coverage Waivers

a.) **AUTOMOBILE:** No automobile liability insurance shall be required if the CONTRACTOR completes the following certification:

"I certify that a private motor vehicle will not be used in the delivery of supplies or performance of any work or services under this agreement. Any deliveries of supplies shall be via common carrier."

_____ **(CONTRACTOR initials)**

b.) **WORKERS' COMPENSATION:** No Worker's Compensation insurance shall be required if the CONTRACTOR completes the following certification:

"I certify that my business has no employees and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance."

_____ **(CONTRACTOR initials)**

9.) Training Program

All bidders submitting prices for Category F and/or Category G are required to submit the name of the employee in charge of training, a brief description of the background of this individual, and a brief description of the training program. Submit information on a separate sheet of paper, if necessary.

Trainer: MATT MORRIS

Trainer's background:

SC JOHNSON INDUSTRIAL SPECIALIST
15 YEARS EXPERIENCE IN JANITORIAL
SUPPLIES & TRAINING

Training program:

JOHNSON WAX
DIVERSEY SPECIALTY CARE, RESTROOM
CARE, HARD FLOOR CARE - CARPET CARE

SPARTAN CHEMICAL SYSTEMS
3M SPECIALTY SYSTEMS
RUBBERMAID UNIVERSITY

10.) Repair charges

Hourly rate for repairs to dispenser systems: $ $22.00

Minimum charge for on-site repairs: $ NONE

11.) Equal Benefits Ordinance ("EBO") Declaration of Compliance

Name of Contractor:	UNISOURCE WORLDWIDE INC.
Address:	1701 W National Dr
City / State / ZIP:	Sacramento CA 95834

The above-named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements").

2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").

3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:

   a. Bereavement Leave
   b. Disability, life, and other types of insurance
   c. Family medical leave
   d. Health benefits
   e. Membership or membership discounts
   f. Moving expenses
   g. Pension and retirement benefits
   h. Vacation
   i. Travel benefits
   j. Any other benefit offered to employees

   Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

   a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

   b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.

c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.

d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.

e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.

f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.

g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).

h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuses to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.

5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of $50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.

7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.

8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

By:

Signature:	Dawn Dohme		
Printed Name:	Dawn Dohme		
Title:	Business Manager	Date:	7/23/14

12.) Bid Sheet (price schedule)

Refer to Appendix A ("Janitorial Supplies Bid Sheet").

1. Enter the Manufacturer's name in the appropriate field for each product that does not state "NO SUBSTITUTES" in the description field.
2. Enter the Product Name and the Manufacturer's number in the appropriate field for each product that does not state "NO SUBSTITUTES" in the description field.
3. Enter the Bid Price in US Dollars in the spreadsheet field with that title. The Extended Price field will auto-populate as well as the Total amount for that Category.
4. Enter "no bid" in the Extended Price field if you do not wish to bid on a particular line item. All items in Category B or Category D must be bid in order not to be deemed non-responsive for either of these two categories.
5. Enter the percentage off of your catalog price for similar products in the category.
6. Enter the name of the firm in the "Bidder Name" line at the bottom of each page of Appendix A.
7. All pages of Appendix A must be submitted or the bid will be deemed non-responsive.

Exceptions to specifications must be submitted on a separate piece of paper. Exception page shall list the name of the contractor, the item number, and the deviation from the stated description or packaging count.

13.) Co-operative Purchasing Agreement (option)

Bidder may submit prices derived from a competitively bid co-operative purchasing agreement.

Submit the Bid Cover Page, Bidder's Response (Section V.) document, and Appendix A.
(A response to Section V. Item 11 "Equal Benefits Ordinance" is not required).

A copy of the contract shall be submitted prior to the consideration of award.

Co-operative Organization's Name: _____

Contract Number: _____

Lead Agency: _____

Sustainable Purchasing Policy (SPP)

FULL POLICY/GUIDELINE CONTENTS

Policy/Guideline Statement
Reason for Policy/Guideline
Procedures
Forms/Instructions
Contacts

ADDITIONAL DETAILS
Definitions
Appendices
FAQ
Related Information
History

Policy Number: *AP-4003*

Document Type: Policy

Version: 1.1

Effective: February 2010

Last Updated: February 2010

Responsible Department/Division: *General Services/Procurement Services*

Policy Statement:

This policy sets forth City policy regarding the preferred purchase of sustainable products for City facilities and operations.

Special Situations
Not Applicable.

Purpose:

To set a standard of sustainable and environmentally preferable procurement and demonstrate the City's commitment to environmental, economic and social stewardship. The purpose of this policy is to provide City employees with clear and consistent instructions on how to consider and make purchases of SPP supplies and services when appropriate, consistent with the Council-adopted Sustainability Master Plan.

Procedures that apply:

- None

Forms/Instructions that apply:

- None

Responsible Department:

General Services/Procurement Services

Definitions:

Buyer – Either (1) a position or employee in the Procurement Services Division authorized by the City Manager or Director of General Services to administer the procurement of supplies on behalf of one or more City Departments, or (2) a position or employee outside of the Procurement Services Division authorized by the Department Director to administer the procurement of supplies on behalf of the Department. A Buyer is not authorized to execute supply contracts on behalf of the City unless such signature authority has been delegated by the City Manager in accordance with applicable provisions of the City Code, or (3) anyone authorized to purchase or contract for purchases on behalf of the City, any department or its subdivisions.

Dioxins – chemical compounds classified as persistent, bioaccumlative and toxic by the U.S. Environmental Protection Agency (EPA).

Energy-Efficient Product(s) - Products that meet the EPA Energy Star qualifications or U.S. Department of Energy's (DOE) Federal Energy Management Program (FEMP) and vehicles that meet EPA's Smart Way qualifications.

Environmentally Preferable Purchasing - product or services with a reduced effect on human health or the environment when compared with products or services that serve the same purpose.

Environmentally Responsible - Products or product usage procedures which are acknowledged to have minimal impact on the environment. Such products or procedures should reduce environmental impact through their composition and/or recyclability or by reduction in quantity and toxicity of waste products, energy use or water consumption.

Fiscally Responsible Price– The cost factor or purchase price for recycled products, or for more environmentally responsible items, should be consistent with a suggested variance of 5% above the acquisition cost for similar or less environmentally responsible items.

Furans- chemical compounds classified as persistent, bioaccumlative and toxic by the EPA.

Green Sheltered Market Bid- A solicitation whereby only SPP products or services are acceptable.

Life-Cycle Cost – The comprehensive accounting of the total cost of a product including procurement, initial cost, energy and operational cost, maintenance, longevity of service and disposal.

LS-08 – The City's current landscape maintenance agreement that includes terms and conditions used to manage landscape contractors and services.

Non-Toxic Product(s) – Any item which is not considered hazardous waste and that does not otherwise pose a threat to short or long-term human health during its use.

Practicable – sufficient in performance and available at a reasonable price capable of being done, effected, or put into practice, with the available means; feasible.

Recycled Product(s) – Products made with an identifiable percentage (1% - 100%) of post consumer material content or of discarded virgin materials salvaged from the industrial waste stream. High-content recycled products contain a minimum of 50% of post consumer material.

Sustainable Product - A product that achieves performance objectives while respecting the City's values and balancing environmental stewardship, social equity, fiscal responsibility and community enhancement.

Sustainable Purchasing - Purchasing materials, products, and labor in a manner that reflects fiscal responsibility, social equity, environmental stewardship and community enhancement.

Toxic substance – A chemical or mixture that may present an unreasonable risk or injury to human health or the environment.

Volatile Organic Compound (VOC) – organic compound that typically vaporizes at room temperature and participates in atmospheric photochemical reactions

Waste Reduction – The act of avoiding, eliminating and reducing the amount of solid waste at the source of generation, at the point of usage and at the time of its discard.

Appendices or:

- None

Frequently Asked Questions:

Question
Answer

Question
Answer

Reference Information:

- City of Sacramento Sustainability Master Plan
- City Code Chapter 3.56
- AP-4001 - Procurement of Supplies, AP-4002 - Public Projects, AP-4101 – Non-Professional Services, and AP-4102 – Professional Services
- API# 57 – Sustainable Operations for City Departments
- Council Resolution No. 2000-551 – Authorized Use of Bid Evaluation Preference
- City's landscape agreement (currently LS-08)

Document History:

Amended: N/A
Supersedes: N/A
Effective: February 2010

Keywords:

(List keywords here that might be used by someone to search for this policy on the Internet)

Sustainable
Environmental
SPP (Sustainable Purchasing Policy)
EPP (Environmentally Preferred Products)

Policy

1. BACKGROUND

In October 2007, the Mayor and City Council adopted the Fleet Sustainability and Fuel Conservation Policy that outlines the policies to be followed by departments when purchasing for and operating the fleet. The overall goal of the policy is to reduce carbon emissions, thus improving the quality of air in the City of Sacramento.

In December 2007, the Mayor and City Council adopted the City's Sustainability Master Plan which sets out broad goals and targets for increasing the sustainability of the Sacramento economy and environment. In February 2008, the Mayor and City Council adopted the 2008 Sustainability Implementation Plan. The Plan included numerous action items to be implemented in 2008, including the development and implementation of sustainable operations policies and Business Environmental Resource Center (BERC) certification of City facilities. The purpose of the sustainable operations policies and BERC certification is to reduce the City's use of energy and materials which would reduce the amount of greenhouse gases the City is currently emitting thus improving the environment. The sustainable operations policies include: keeping indoor facility temperatures two degrees cooler in the winter and two degrees warmer in the summer, printing and copying double sided, and turning off all lights and computers when they are not in use for an extended time.

Lastly, in January 2009, the City Manager approved the policy on Sustainable Operations for City Departments (API# 57), which sets forth sustainable operations for all City facilities and operations.

These policies and other green initiatives form the basis of this policy.

2. POLICY

Purchasing Sustainable Products

After the adoption of this policy, City employees will endeavor to procure products and services in a manner that integrates fiscal responsibility, social equity, environmental stewardship and community enhancement.

2.1 Sustainable Purchasing Objectives

The City's sustainable purchasing objectives will include acquisitions that:

- Conserve natural resources
- Reduce the use of water and energy
- Minimize environmental impacts such as pollution and use of water and energy
- Eliminate or reduce toxics that create hazards to our workers and our community
- Support strong recycling efforts and utilize products where a high likelihood of recycling exists (e.g. steel and paper products)
- Reduce materials that are placed in landfills
- Increase the use and availability of environmentally preferable products
- Encourage vendors to reduce environmental impacts in their production and distribution systems
- All buyers shall consider short-term and long-term cost in comparing product alternatives when feasible. This includes evaluation of total cost expected during the time a product is owned, extended warranties, operation, supplies, maintenance, disposal cost and expected lifetime compared to other alternatives.

In coordination with the City's Sustainability Master Plan, Sustainable Operations for City Departments Policy (API# 57) and other green initiatives, the Procurement Services Division and those with delegated procurement authority will be responsible for meeting the objectives of this program. This responsibility will include establishing appropriate standards for SPP or green purchasing, assessing cost-effectiveness and making recommendations related to acquisition strategies and issuing reports related to the City's progress in environmental purchasing. These areas are further detailed in the following sections.

It is not the intent of this policy to require a department, buyer or contractor to take any action that conflicts with local, state or federal requirements, procure products that do not perform adequately for their intended use, exclude adequate competition or pursue products not available at a reasonable cost in a reasonable period of time.

2.2 Data Collection and Performance Reporting

Buyers shall **require** vendors to supply data for performance tracking and evaluation of the City's environmentally responsible purchasing program upon request.

Buyers shall compile records for producing an annual summary of the City's environmentally responsible/sustainable purchasing actions, and to evaluate the effectiveness in reducing the environmental impacts of City procurement.

Each City department shall cooperate in information gathering for the purposes of tracking, reporting, and evaluating the sustainable purchasing program.

2.3 Defining Sustainable Products

In general, SPP products and services are those that would have a reduced adverse effect on human health and the environment when compared with competing products and services.

In practice, the objective is to purchase products that have reduced environmental impact because of the way they are made, used, transported, stored, packaged and disposed of. It means looking for products that do not harm human health, are less polluting and that minimize waste, maximize use of bio-based or recycled materials, conserve energy and water and reduce the consumption or disposal of hazardous materials. When determining whether a product is sustainable, the following standards should be considered:

- Biobased
- Biodegradable
- Carcinogen-free
- Chlorofluorocarbon (CFC)-free
- Heavy material free (i.e. no lead, mercury, cadmium)
- Low volatile organic compound (VOC) content
- Made from renewable materials
- Compostable
- Low toxicity
- Recycled content
- Rechargeable (batteries and other items)
- Reusable or refurbished
- Reduced packaging
- Reduced greenhouse gas emission
- Energy, resource and water efficient

Factors to consider when comparing bids and proposals and for determining if a product or service has environmentally preferable attributes:

- Minimization of virgin material used in product or service life cycle
- Maximization of recycled materials used in product or service life cycle
- Life cycle economics of products and services
- Reuse of existing products or material in product or service life cycle
- Reduction of energy and fuel consumption
- Durability and minimal maintenance requirements
- Ultimate disposal of the product
- Buying locally to reduce emissions and transportation costs

As environmental and sustainability practices become more widespread, more standards and benchmarks will be available. At this time, the United States Environmental Protection Agency (U.S. EPA) is a recognized leader in developing baseline standards for the use of environmentally friendly and/or sustainable products and will be called upon when procuring these items.

Current benchmarks and standards will be utilized for all products for which the United States Environmental Protection Agency (U.S. EPA) has established minimum recycled content standard guidelines, such as those for printing and office paper, janitorial supplies, construction, landscaping, miscellaneous and non-paper office products, shall contain the highest post-consumer content practicable, but no less than the minimum recycled content standards established by the U.S. EPA guidelines.

2.4 Procurement Responsibilities

In coordination with the City's Sustainability Master Plan and other green initiatives, the City Departments, the Procurement Services Division and buyers will be responsible for:

- Working with other governmental purchasing groups and agencies, such as, but not limited to: U.S. EPA, Green Seal, National Institute for Governmental Purchasing (NIGP), and others to determine and establish appropriate standards for green purchasing and advocate the use of environmentally safe products
- Assigning purchasing department staff and Sustainability Committee members to evaluate various green products that are utilized city-wide and to provide guidance and assistance to City departments regarding the procurement of such products
- Developing and implementing a plan to phase in contract requirements for various categories of goods under the SPP. Generally easy to implement items (e.g. paper, and janitorial supplies) will be implemented very early in the program
- Evaluate various products where the cost differential is great and/or the products are not considered good substitutes
- Whenever feasible, include contract language that requires suppliers of electronic equipment, including but not limited to computers, monitors, printers and copiers, to take back equipment for reuse or sustainable safe recycling when the City discards or replaces such equipment
- Assessing and making recommendations to apply the use of a SPP bid preference and the use of green sheltered markets
- Establishing contracts and creating a catalogue of sustainably friendly and energy efficient products for City SPP purchases to help departments comply with this policy
- Within existing resources, the delegated procurement authority shall designate a single point of contact for City Departments, suppliers, and

other interested parties to contact regarding environmentally preferable and sustainable purchasing considerations.
- Incorporate sustainability standards into procurement decisions.
- Develop and implement contract provisions for more sustainable products and services.
- Authorized buyers shall consider life cycle costing in the procurement process, that includes product disposal, trade-in or recycling of products at the end of its useful life.

When determined that bidding will be conducted for only SPP products or a sheltered market bid for SPP products, the following items should be considered in the development of specifications or scope of work:

- Products that are durable, long-lasting, reusable or refillable will be preferred whenever feasible
- All suppliers shall be required, where applicable, to use and recycle packaging material used for product delivery.

Key areas for immediate consideration:

Facilities and Janitorial

When practicable, no cleaning or disinfecting products (for janitorial use) shall contain ingredients that are toxic. These include chemicals listed by the U.S. EPA or OSHA and those listed under Proposition 65 by the California Office of Environmental Health Hazard Assessment.

When maintaining buildings, the City shall strive for the lowest amount of VOC's (volatile organic compounds), highest recycled content and low to no formaldehyde when purchasing materials such as paint, carpeting, adhesives, furniture and casework.

The City shall reduce or eliminate its use of products that contribute to the formation of dioxins and furans. This restriction includes, but is not limited to:

- Purchasing paper, paper products and janitorial paper products that are unbleached or that are processed without chlorine or chlorine derivatives, whenever possible
- Eliminating the purchase of products that use polyvinyl chloride (PVC) such as, but not limited to, office binders, furniture and flooring, whenever practicable.

Historic Buildings and regulatory items that are in conflict with this policy are exempt from the SPP program.

Office Supplies

When purchasing office supplies, departments will first consider the use of recycled content paper, toner cartridges and other supplies which either contain post consumer recycled materials or may be recycled at the end of its useful life.

Landscaping

Workers and contractors providing landscaping service for the City shall be encouraged to employ sustainable landscape management practices, whenever practicable, including but not limited to, integrated pest management, grass-cycling, drip irrigation, composting and use of mulch and compost. See the City's landscape agreement (currently LS-08) for detailed policies and guidelines promoting sustainable landscaping practices.

Hardscapes and landscape structures constructed of recycled content that reduces the need for watering and reduces the use of herbicides are also described in LS-08.

Plants should be selected to minimize waste by choosing species that are appropriate to the micro-climate, species that can grow to their natural size in the space allotted them, and perennials rather than annuals for color. Native and drought tolerant plants that require no or minimal watering once established are preferred.

Consideration of purchases that promote those products produced from regionally generated plant debris and/or food waste programs shall be considered when practical.

2.5 Implementation

It is the intent of this policy to phase in the implementation by immediate consideration of the following:

- Exclusive purchases of 100% recycled paper for use in all City departments, with exceptions granted only for equipment related issues, backed by written justification of the manufacturer
- Purchase of postconsumer recycled content cardboard and paper (minimum 20% post-consumer recycled content) office supplies such as envelopes, file folders, planners, boxes, etc.
- Business cards shall be printed on recycled card stock and shall display the recycling symbol
- Restrictions on the purchase of bottled water per API# 57
- Purchase of SPP cleaning and janitorial products, including 100% post consumer recycled paper products

- Exclusive purchases of 100% remanufactured laser toner cartridges
- Purchases of appliances and electronics for which Energy Star certification is available when practicable
- Energy efficient lighting, including CFL's and other energy saving bulbs and high efficiency heating and cooling (HVAC) systems and equipment
- Purchase of water saving products, including low flow faucets and toilets and efficient irrigation systems
- Vehicle purchases utilizing the Fleet Low Emission Vehicle Acquisition policy
- Utilization of a bid evaluation preference when procuring supplies and equipment; however such preference shall not exceed 5% or $50,000 total dollars on any single bid or proposal. This preference shall apply to all bid solicitations that are $25,000 or more. This preference may be applied, when applicable, to procurements of lesser value at the discretion of the delegated procurement authority.
- Utilize existing city and cooperative contracts that offer products and services which meet the objective of this policy

3. SURPLUS / DISPOSITION

The reuse of materials such as furniture and computers is an excellent way to help the environment. Procurement Services is tasked with the responsibility for coordination of the disposition of surplus commodities and the monitoring of residual surplus that includes furniture, computers and other equipment that still has useful life. Departments will look first to residual surplus items when considering purchases of common items like those mentioned above. Contact the Procurement Division for information.

4. PRIORITIES

Health and safety of workers and citizens is of the utmost importance and takes precedence over all stated requirements.

Nothing contained in this policy shall be construed as requiring a buyer or contractor to procure products or services that do not perform adequately for their intended use, exclude adequate competition, or procure products or services that are not available at a reasonable price, or available within a reasonable timeframe.

Nothing contained in this policy shall be construed as requiring a buyer or contractor to take any action that conflicts with city code, or state and federal requirements when applicable.

5. COST AND PRICE CONSIDERATIONS

Department directors are advised that the purchase of some environmentally preferable products may exceed the cost of comparable products. This factor alone should not determine whether an environmentally preferable product should be purchased, although it should be a factor in the decision. All purchases shall be handled in a fiscally responsible manner. Generally, for non-paper products, if the life cycle cost of the environmentally preferable product does not exceed the cost of the alternative by more than 10%, and the product meets all necessary specifications, strong consideration should be given to purchase the environmentally preferable product.

Nothing contained in this policy shall be construed as requiring a department or contractor to procure products that do not meet specifications or expected performance, or delivery requirements for their intended use.

6. BID EVALUATION PREFERENCES

Council Resolution No. 2000-551 authorizes the use of incremental bid evaluation preferences up to a total not to exceed five percent of the total bid amount when evaluating the cost of products or services that represent the efforts to recycle and re-use sustainable and environmentally preferred products described in this policy. However, such bid preferences shall not exceed a total value of $50,000 on any single bid procurement bid preference and should be agreed upon in coordination with Procurement Services.

7. BEST PRACTICES AND CONTINUAL IMPROVEMENT

Sustainable Purchasing is a relatively new and evolving concept where better ideas, products and practices are constantly being introduced. The City's sustainability team will stay abreast of the latest and best SPP practices to guide the City to be the most sustainably responsible agency it can be. Departments should check both the Department of General Services and the Procurement intranet site for current and updated policy information to stay informed and aware of this rapidly evolving concept.

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City of
SACRAMENTO
Finance Department

July 16, 2014

ADDENDUM NO. 1 TO BID NO. B12131061004

FOR JANITORIAL SUPPLIES

1. The Bid due date of July 23, 2014 has not been changed.
2. If there is a minimum dollar amount for an order, please state the amount:

   $ 500.00 _____.

   If no minimum dollar amount is indicated, it shall be assumed that there is no minimum dollar amount for an order.
3. Refer to Appendix A Item No. E-6: State the price per each, Manufacturer Name, Product Name and Part Number if the size were 3" x 24". All other specifications remain the same.

Regards,

Gary O'Neill
Program Analyst

Vendor's Name: UNISOURCE WORLDWIDE INC.

Signature: _____

Typed or Printed Name & Title: Linda Brock Bid Specialist

Date: 7/23/14

Procurement Services
PH: 916-808-7432
Fax: 916-808-5747
915 I Street, 2nd Floor
Sacramento, CA 95814

CITY OF SACRAMENTO
FINANCE DEPARTMENT
PROCUREMENT SERVICES DIVISION

JANITORIAL SUPPLIES
BID SHEET

APPENDIX A
B15061511002

THE CATEGORIES

CATEGORY A: PAPER PRODUCTS
(ITEMS A-1 THROUGH A-10 WILL BE AWARDED BY LINE OR IN THE AGGREGATE AT PURCHASER'S DISCRETION)

Item No.	Description	Manufacturer	Product Name / Manufacturer number	Sales Unit (e.g. each, case, box, etc.)	Size of Container in Sales Unit (e.g. 1 gal or 2.5L)	Amount of product in each sales unit	Bid Price in US dollars for Sales Unit	Estimated Annual Usage (by Sales Unit)	Extended Price (Price for Sales Unit x Est Annual Usage)
A-1	Toilet Paper, **"EcoSoft" #61990 by Wausau; NO SUBSTITUTES.** 2-ply, embossed, OptiCore controlled, 3-3/4" x 4", 865 sheets/roll. Case of 36 rolls.	Wausau	EcoSoft #61990	CASE	n/a	36 rolls	CANNOT BID PROPRIETARY ITEM	130	$0.00
A-2	Toilet Paper, **"EcoSoft" #54900 by Wausau; NO SUBSTITUTES.** 2-ply, embossed, standard core, 3-3/4" x 4-3/8", 500 sheets/roll. Case of 96 rolls.	Wausau	EcoSoft #54900	CASE	n/a	96 rolls	$ 36.34	742	$26,964.28
A-3	Toilet Paper, **"Morex" #1957 by TehTung; OR EQUIVALENT.** 2-ply, standard core, 3-3/4" x 4-1/4" to 4-3/8", 500 sheets/roll, "tree-free" materials. 96 rolls per case.	MOREX	Product Name: __TEH TUNG__ Part Number: TP965002	CASE	n/a	96 rolls	$ 34.27	134	$4,592.18
A-4	Toilet Paper, **"Solaris" #23501 by Livi OR EQUIVALENT.** Jumbo roll, 2-ply, 9" diameter, 1000' length, min. 80% RRF (Rapidly Renewable Fiber). 12 rolls per case.	SOLARIS_____	Product Name: _____LIVI JRT Part Number: 23501	CASE	n/a	12 rolls	$ 21.97	4	$87.88
A-5	Toilet Seat Cover, half-fold, self-disposing, biodegradable, 100% recycled w/ min. 20% post consumer waste, Green Seal GS-1 or UL EcoLogo 175. 250 sheets per sleeve w/ 20 sleeves per case (5,000 covers per case).	WAUSAU_____	Product Name: ECOSOFT Part Number: 19490	CASE	n/a	5000 covers	$ 46.76	20	$935.20
A-6	Towels, roll, **"EcoSoft" #31400 by Wausau; NO SUBSTITUTES.** Controlled roll, 8" x 800', 100% recycled w/ 50% post consumer waste, Green Seal GS-1 or UL EcoLogo 175. Six (6) rolls per case	Wausau	EcoSoft #31400	CASE	n/a	6 rolls	CANNOT BID PROPRIETARY ITEM	420	$0.00

Bidder Name: UNISOURCE WORLDWIDE

CITY OF SACRAMENTO
FINANCE DEPARTMENT
PROCUREMENT SERVICES DIVISION

JANITORIAL SUPPLIES
BID SHEET

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A-7	Towels, multifold, **"EcoSoft" #48000 by Wausau; NO SUBSTITUTES.** 9-1/8" x 9-1/2" flat. 250 towels per wrapped pack, 16 packs per case.	Wausau	EcoSoft #48000	CASE	n/a	16 packs		336	$0.00
A-8	Towels, single-fold, **"EcoSoft" #47000 by Wausau; NO SUBSTITUTES.** 9" x 10" flat. 250 towels per wrapped pack, 16 packs per case.	Wausau	EcoSoft #47000	CASE	n/a	16 packs		92	$0.00
A-9	Wipers, roll, **"Wypall X80" #41055 by Kimberly-Clark; OR EQUIVALENT.** 12-1/2" x 13-3/8", roll length 530 ft., 475 towels per roll.	_____	Product Name: _____ Part Number: _____	ROLL	n/a	1 roll		36	$0.00
A-10	Wipers, flat, **"Wypall X60" #34015 by Kimberly-Clark; OR EQUIVALENT.** 12-1/2" x 16-7/8". 180 wipers per case.	_____	Product Name: _____ Part Number: _____	CASE	n/a	180 wipers		122	$0.00
Percentage off of your catalog price for similar products in this category =			25%					**TOTAL =**	**$32,579.54**

Bidder Name: UNISOURCE WORLDWIDE

CATEGORY B: GLOVES
(ITEMS B-1 THROUGH B-6 WILL BE AWARDED IN THE AGGREGATE)

Item No.	Description	Manufacturer	Product Name / Manufacturer number	Sales Unit (e.g. each, case, box, etc.)	Gloves per box	Boxes per shipping case (informational purposes only)	Bid Price in US dollars for Sales Unit	Estimated Annual Usage (Sales Unit)	Extended Price (Price for Sales Unit X Annual Usage)
B-1	Gloves. **Lifeguard #1202; OR EQUIVALENT.** Natural rubber latex, 4.7 mil, **small**, 9.5" length. 100 ambidextrous gloves per box.	UWW	Product Name: EXAM LATEX Part Number: 10084374	BOX	100	10	$ 5.04	200	$1,008.00
B-2	Gloves. **Lifeguard #1203; OR EQUIVALENT.** Natural rubber latex, 4.7 mil, **medium**, 9.5" length. 100 ambidextrous gloves per box.	UWW	Product Name: EXAM LATEX Part Number: 10078358	BOX	100	10	$ 5.04	444	$2,237.76
B-3	Gloves. **Lifeguard #1204; OR EQUIVALENT.** Natural rubber latex, 4.7 mil, **large**, 9.5" length. 100 ambidextrous gloves per box.	UWW	Product Name: EXAM LATEX Part Number: 10074123	BOX	100	10	$ 5.04	452	$2,278.08
B-4	Gloves. **Lifeguard #1205; OR EQUIVALENT.** Natural rubber latex, 4.7 mil, **extra-large**, 9.5" length. 100 ambidextrous gloves per box.	UWW	Product Name: EXAM LATEX Part Number: 10077394	BOX	100	10	$ 5.04	164	$826.56
B-5	Gloves. **SSS #GNPRLG; OR EQUIVALENT.** Nitrile, 6.0 mil, **large**. 100 ambidextrous gloves per box.	UWW	Product Name: NITRILE GEN.PURP PWD FREE Part Number: 10577270	BOX	100	10	$ 4.05	80	$324.00
B-6	Gloves. **SSS #GVEPXL; OR EQUIVALENT.** Vinyl, 5.0 mil, **extra-large**. 100 ambidextrous gloves per box.	UWW	Product Name: NITRILE GEN.PURP PWD FREE Part Number: 10577272	BOX	100	10	$ 4.09	34	$139.06
Percentage off of your catalog price for similar products in this category =			25%					**TOTAL =**	$6,813.46

Bidder Name: UNISOURCE WORLDWIDE

CATEGORY C: PERSONAL CARE

(ITEMS C-1 THROUGH C-7 WILL BE AWARDED BY LINE OR IN THE AGGREGATE AT PURCHASER'S DISCRETION)

Item No.	Description	Manufacturer	Product Name / Manufacturer number	Sales Unit (e.g. each, case, box, etc.)	Size of Container in Sales Unit (e.g. 1 gal or 2.5L)	Number of Items per Sales Unit	Bid Price in US dollars per Sales Unit	Estimated Annual Usage (by Sales Unit)	Extended Price (Price for Sales Unit x Est Annual Usage)
C-1	Soap, foam. **Aero Blue #34183 by Deb or SSS #34087; OR EQUIVALENT.** Green Seal Non-clogging, anti-drip. GS-41 or UL 2784. 1 liter recyclable container.	KC - SOLD PER CS	Product Name: KIMCARE Part Number: 91556	EACH 6/CS	1 liter	1	$ 5.42	256	$1,387.52
C-2	Soap, foam. **Aero Green #53111 by Deb; OR EQUIVALENT.** Antibacterial w/ triclosan. Non-clogging, anti-drip. Green Seal GS-41 or UL 2784. 1 liter recyclable container.	KC - SOLD PER CS	Product Name: ANTIBACTERIAL Part Number: 91559	EACH 6/CS	1 liter	1	$ 5.54	32	$177.28
C-3	Soap, bar. **Dial #910; OR EQUIVALENT.** Deodorant, unscented. 3.5 to 4.0 oz., individually wrapped. 72 bars per case.	LAGASSE	Product Name: DIAL ANTIBACTERIAL Part Number: 910	CASE	3.5 to 4.0 oz.	72	$ 46.87	6	$293.22
C-4	Hand Sanitizer. **Purell #3659; OR EQUIVALENT.** 70% ethyl alcohol. 12 oz. container; 12 containers per case.	GOJO	Product Name: PURELL ADVANCE W/ALOE Part Number: 363972	CASE	12 oz.	12	$ 52.03	20	$1,040.60
C-5	Tampons. **Tampex HOS T500; NO SUBSTITUTES.** Original, regular absorbent, packaged in vending tube, 5-1/8" x 11/16". 500 per case.	Tampex	HOS T500 Tampons - 10043274	CASE	n/a	500	$ 64.32	2	$128.64
C-6	Liners. **SSS / RMC #25025088; OR EQUIVALENT.** Disposable feminine hygiene liners, waxed #77 paper, folded double seam, undercut opening, for use in RMC dispenser. 500 per case.	ROCHESTER MIDLAND	Product Name: WAX LINER Part Number: 25121298	CASE	n/a	500	$ 13.51	4	$54.04
C-7	Tissues, lens cleaners. **MD #8574 GM; OR EQUIVALENT.** Pre-moistened, non-silicone, anti-static, neutral pH, 5" x 8" folded. 100 individually wrapped tissues in a dispenser-style box.	KC	Product Name: LENS CLEANING STATION Part Number: 34623-00	BOX	n/a	1-8OZ SOLUTION & 560 WIPES	$ 50.44	10	$504.40
Percentage off of your catalog price for similar products in this category =			25%					**TOTAL =**	$3,585.70

Bidder Name: UNISOURCE WORLDWIDE

CITY OF SACRAMENTO
FINANCE DEPARTMENT
PROCUREMENT SERVICES DIVISION

JANITORIAL SUPPLIES
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CATEGORY D: TRASH CAN LINERS

(ITEMS D-1 THROUGH D-11 WILL BE AWARDED IN THE AGGREGATE)

Item No.	Description	Manufacturer	Product Name / Manufacturer number	Sales Unit (e.g., each, case, box, etc.)	Number of bags per Sales Unit	Bid Price in US dollars per Sales Unit	Estimated Annual Usage (by Sales Unit)	Extended Price (Price for Sales Unit x Est Annual Usage)
D-1	Liner, 24" x 23" clear, 7-10 gallon capacity, 0.8 mil LLDPE, 80% recycled w/ 10% post consumer resin. 500 bags per case.	HERITAGE	Product Name: .7MIL CAN LINER Part Number: U4823HC	CASE	1000	35.44/CS (17.72/PER 500)	35	$ 1,240.40
D-2	Liner, 24" x 23" clear, 7-10 gallon capacity, 1.0 mil LLDPE, 80% recycled w/ 10% post consumer resin. 500 bags per case.	HERITAGE	Product Name: .7MIL CAN LINER Part Number: U4823JC	CASE	1000	35.44/CS (17.72/PER 500)	36	$ 1,275.84
D-3	Liner, 33" x 39" clear, 33 gallon capacity, 1.5 mil LLDPE, 80% recycled w/ 10% post consumer resin. 125 bags per case.	HERITAGE	Product Name: 1.5MIL CAN LINER Part Number: W6639SC	CASE	250	42.39 (21.19/PER 125	30	$ 1,271.70
D-4	Liner, 43" x 47" clear, 56 gallon capacity, 1.7 mil LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case.	HERITAGE	Product Name: 1.5MIL CAN LINER Part Number: W8647SC	CASE	100	$ 26.59	88	$ 2,339.92
D-5	Liner, 38" x 58" clear, 60 gallon capacity, 1.7 mil LLDPE, 80% recycled w/ 10% post consumer resin. 50 bags per case.	HERITAGE	Product Name: 1.5MIL CAN LINER Part Number: H7658AC	CASE	100	28.96 (14.48 PER 50)	14	$ 202.72
D-6	Liner, 43" x 48" clear, 56 gallon capacity, 2.0 mil LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case.	HERITAGE	Product Name: 2MIL CAN LINER Part Number: H8648QC	CASE	100	$ 36.21	124	$ 4,490.04
D-7	Liner, 33" x 39" clear, 33 gallon capacity, 1.5 mil LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case.	BERRY	Product Name: 33X39 1.5MIL Part Number: 10530193	CASE	125/CS	27.64 (22.112 PER/100	192	$ 5,306.88

Bidder Name: UNISOURCE WORLDWIDE

CITY OF SACRAMENTO
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JANITORIAL SUPPLIES
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D-8	Liner. 33" x 39" clear, 33 gallon capacity, **2.0 mil** LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case.	BERRY	Product Name: 33X39 2MIL Part Number: 10530202	CASE	100	$ 22.97	306	$ 7,028.82
D-9	Liner. 40" x 46" clear, 40-45 gallon capacity, **1.5 mil** LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case.	BERRY	Product Name: 40X46 1.5MIL Part Number: 10489131	CASE	100	$ 26.39	160	$ 4,222.40
D-10	Liner. 40" x 46" clear, 40-45 gallon capacity, **2.0 mil** LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case.	BERRY	Product Name: 40X46 2MIL Part Number: 10530288	CASE	75	26.36 (35.13 PER/100)	264	$ 6,956.40
D-11	Liner. 40" x 48" clear, 40-45 gallon capacity, **2.0 mil** LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case.	BERRY	Product Name: 42.5X47 2MIL Part Number: 10565842	CASE	100	$ 40.69	216	$ 8,789.04
Percentage off of your catalog price for similar products in this category =			25%	NOTE: Some Berry Liners have Star Seal			**TOTAL =**	$ 43,124.16

Bidder Name: UNISOURCE WORLDWIDE

CITY OF SACRAMENTO
FINANCE DEPARTMENT
PROCUREMENT SERVICES DIVISION

JANITORIAL SUPPLIES
BID SHEET

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(ITEMS E-1 THROUGH E-16 WILL BE AWARDED BY LINE OR IN THE AGGREGATE AT PURCHASER'S DISCRETION)

Item No.	Description	Manufacturer	Product Name / Manufacturer number	Sales Unit (e.g. each, case, box, etc.)	Bid Price in US dollars per Sales Unit	Estimated Annual Usage (by Sales Unit)	Extended Price (Price for Sales Unit x Est Annual Usage)
E-1	Brush. **Carlisle #40674; OR EQUIVALENT.** Toothbrush-style utility brush w/ nylon bristles, 7-1/4" length x 1/2" width w/ 1/2" bristle trim.	CARLISLE	Product Name: _____ Part Number: 40674	EACH	$ 1.70	12	$ 20.40
E-2	Brush. **MD Brush #373804; OR EQUIVALENT.** Wire brush w/ handle, 13" length.	CARLISLE	Product Name: CURVED HANDLE Part Number: 4577300	EACH	$ 2.41	94	$ 226.54
E-3	Cloth. **SSS Next Gen #19094; OR EQUIVALENT.** Glass cleaning microfiber, 16" x 16". Pack of 12.	RUBBERMAID	Product Name: GLASS & MIRROR Part Number: Q630	PACK 12/PK	39.72(3.31)	6	$ 238.32
E-4	Broom. **SSS Duo Sweep #14048; OR EQUIVALENT.** Lobby broom, plastic w/ handle, 2 handle positions, flagged bristles, 11" width w/ 4" bristles.	CARLISLE	Product Name: DUO SWEEP Part Number: 3686003	EACH	$ 4.47	24	$ 107.28
E-5	Mops. **SSS Value Plus #37112: OR EQUIVALENT.** Large, 1-1/4" headband looped end, bartacked single tailbind. 12 per case.	RUBBERMAID	Product Name: SUPER STITCH Part Number: D21306	CASE 6/CS	$ 46.20	8	$ 369.60
E-6	Mops. **SSS Special Endless #37249; OR EQUIVALENT.** Dust mop refill, economy, slot pocket, 4-ply, endless twist yarn, 5" x 24".	UWW	Product Name: HEALTH CARE Part Number: 10028873	EACH	$ 13.44	96	$ 1,290.24
E-7	Mops. **SSS #37373; OR EQUIVALENT.** Frame dust wire, nickel chrome plated, 5" x 24".	UWW	Product Name: POWDER COATED Part Number: 10058158	EACH	$ 4.77	2	$ 9.54
E-8	Mops. **SSS #37833: OR EQUIVALENT.** Large, non-fraying looped 4-ply yarn, double tailwinds, 1/4" headband. 12 per case.	UWW	Product Name: UNSHRINKABLE Part Number: 10026836	CASE 6/CS	$ 66.24	24	$ 1,589.76

Bidder Name: UNISOURCE WORLDWIDE

E-9	Mops. **SSS Level Best II #36264; OR EQUIVALENT.** Medium finish mop, continuous filament nylon yarn, looped end w/ tailbind, 1-1/4" headband.	UWW	Product Name: HEALTHCARE Part Number: 10028817	EACH	$ 6.68	6	$ 40.08
E-10	Mops. **Premier #50660 or Unisan #1360; OR EQUIVALENT.** Dust mop heads, washable high-grade cotton, cut end, 4-ply, keyhole style, 5" x 60".	UWW	Product Name: HEALTHCARE Part Number: 10086687	EACH	$ 28.71	20	$ 574.20
E-11	Mops. **Unisan #1336; OR EQUIVALENT.** Dust mop head, washable high-grade cotton, cut end, 4-ply, keyhole style, 5" x 36".	PREMIER	Product Name: DURA TWIST Part Number: 10501135	EACH	$ 10.19	2	$ 20.38
E-12	Mop bucket. **SSS #16002; OR EQUIVALENT.** 35 quart capacity, side press metal wringer, 3" non-marking casters, accommodates mop sizes 12-32 oz.	RUBBERMAID	Product Name: WAVEBRAKE Part Number: 7580-88	EACH	$ 58.30	18	$ 1,049.40
E-13	Rags. **A&A Wiping Clothes #W35; OR EQUIVALENT.** T-shirt rags. 25 lbs. per case.	A&A WIPING CLOTHES	Product Name: T-SHIRT RAGS Part Number: A05425N	CASE	$ 29.45	48	$ 1,413.60
E-14	Rags. **A&A Wiping Clothes #W12256; OR EQUIVALENT.** Terry cloth rags. 20 lbs. per case.	A&A WIPING CLOTHES	Product Name: _____ Part Number: A08750 UNCLA	CASE	$ 19.63	20	$ 392.60
E-15	Sponge. **SSS Duty #75122; OR EQUIVALENT.** Scrubbing w/ green pad, medium, 6-1/8" x 3-5/8" x 3/4". 20 per case.	UWW	Product Name: SCOURING SPONGE Part Number: 10089893	CASE	$ 14.26	104	$ 1,483.04
E-16	Toilet Bowl Mop. **Impact #200; OR EQUIVALENT.** Deluxe, 1 oz. mop head w/ acid-resistant polypropylene strands, polypropylene I-beam 12" handle, 14-1/8" L x 5-3/4" W x 5-3/4" H.	IMPACT	Product Name: 201 MOP Part Number: 10132454	EACH	$ 0.66	88	$ 59.84
Percentage off of your catalog price for similar products in this category =			25%			**TOTAL =**	$ 8,884.82

CATEGORY F: CARPET CARE & FLOOR CLEANERS

Bidder Name: UNISOURCE WORLDWIDE

CITY OF SACRAMENTO
FINANCE DEPARTMENT
PROCUREMENT SERVICES DIVISION

JANITORIAL SUPPLIES
BID SHEET

APPENDIX A
B15061511002

(ITEMS F-1 THROUGH F-18 WILL BE AWARDED BY LINE OR IN THE AGGREGATE AT PURCHASER'S DISCRETION)

Item No.	Description	Manufacturer	Product Name / Manufacturer number	Sales Unit (e.g. each, case, box etc.)	Size of Container In Sales Unit (e.g. 1 gal or 2.5L)	Diluted gallons (medium soil)	Bid Price in US dollars per Sales Unit	Estimated Annual Usage (by Sales Unit)	Extended Price (Price for Sales Unit x Est Annual Usage)
F-1	Baseboard Stripper. **SSS Baseboard Stripper #05298; OR EQUIVALENT.** Wax and built-up finish stripper, paint and plastic safe. 18 oz. aerosol spray canister w/ 12 canisters per case.	DIVERSEY (SOLD PER CS)	Product Name: BASE SHOOTER Part Number: 10537782	EACH	19oz	n/a	$ 3.33	24	$79.92
F-2	Carpet Cleaner. **3M Twist 'n' Fill #20200; OR EQUIVALENT.** No-rinse, low foaming formula for use with mop or automatic scrubber. Must be GS-37 or UL-2795 certified. 2-liter bottle yields 207 gallons w/ 6 bottles per case.	3M	Product Name: NEUTRAL CLEANER Part Number: 23902	EACH	2-liter	207 gallons	$ 34.46	2	$68.92
F-3	Carpet Cleaner. **Fridays Steam Out #7919; OR EQUIVALENT.** Extraction carpet cleaner, non-residual. 1 gallon bottle w/ 4 bottles per case.	UWW(SOLD PER/CS)	Product Name: X-TRACTOR Part Number: 10480463	EACH	1 gallon	n/a	$ 6.85	120	$822.00
F-4	Carpet Cleaner. **Racine Industries Host #4hb; NO SUBSTITUTES.** Biobased dry extraction. GS-37 certified. 12 lb. box.	Racine Industries	Host 4hb(same item 412H)	BOX	12 lbs.	n/a	$ 109.77	2	$219.54
F-5	Carpet Cleaner. **SSS Heavy-Duty #05032; OR EQUIVALENT.** Cleans and degreases, localized spot remover. 15 oz. aerosol spray canister w/ 12 canisters per case.	UWW	Product Name: RUG BRITE Part Number: 10296343	CANISTER (20oz 12/CS	20oz.	n/a	$ 2.36	24	$56.64
F-6	Carpet Cleaner. **SSS N-Capsul-8 #48072; OR EQUIVALENT.** Encapsulating, low moisture dry non-sticky crystal, no-rinse. UL EcoLogo certified. 1 gallon bottles w/ 4 per case.	KARCHER (SOLD PER/CS	Product Name: ICAPSOL Part Number: W450-4	EACH	1 gallon	n/a	$ 28.35	8	$226.80
F-7	Floor Cleaner. **Fridays Speed Kleen #1604; OR EQUIVALENT.** Neutral pH, no rinse, cleans and brightens hard floor surfaces. 1 gallon bottles w/ 4 bottles per case.	DIVERSEY	Product Name: DAZZLE Part Number: 10533387	CASE	1 gallon	n/a	$ 19.52	48	$936.96

Bidder Name: UNISOURCE WORLDWIDE

F-8	Floor Conditioner. **Johnson Diversey Easy Paks #90685; NO SUBSTITUTES.** Neutralizes alkaline residue, urine and other odors on hard floor, grout, and carpet. 1-1/2 oz. packets, 90 per tub w/ 2 tubs per case.	Johnson - Diversey	Easy Paks 90685 (10058325)	CASE	180 packets	pre-measured	$ 42.08	4	$168.32
F-9	Floor Finisher. **Fridays Dura Shine #9879; OR EQUIVALENT.** High gloss. 1 gallon bottles w/ 4 bottles per case.	UWW	Product Name: OUTSTANDING Part Number: 10532660	CASE	1 gallon	n/a	$ 47.22	24	$1,133.28
F-10	Floor Finisher. **Johnson Diversey Aquaria #4117724; NO SUBSTITUTES.** Resilient floors, ready-to-use. Must be GS-40 or UL-2777 certified. 2.5 liter j-fill bottle w/ 6 per case.	Johnson - Diversey	Aquaria 4972026	CASE	2.5 liter	n/a, RTU	$ 83.63	10	$836.30
F-11	Floor Finisher. **SSS Legacy #48052; OR EQUIVALENT.** Metal free floor seal and finish, UL EcoLogo certified. 1 gallon bottle w/ 4 bottles per case.	DIVERSEY	Product Name: AQUARIA Part Number: 4972026	CASE (2.5 ltr)	1 gallon(6/cs)	n/a	$ 83.63	4	$334.52
F-12	Floor Finisher. **SSS Slam Dunk 25 #48084; OR EQUIVALENT.** Ultra High Solids UHS system. 2.5 gallon bottle w/ 2 bottles per case.	DIVERSEY	Product Name: AMPLIFY Part Number: 4972034	EACH	2.5 gallon	n/a	$ 13.10	2	$26.20
F-13	Floor Prespray and Bonnet Cleaner. **SSS PreTreat Plus #48005; OR EQUIVALENT.** Ultra-low residue, safe on all types of carpet. 1 gallon bottles w/ 4 bottles per case.	UWW	Product Name: TRAFFIC LANE Part Number: 10480460	EACH	1 gallon	n/a	$ 7.48	8	$59.84
F-14	Floor Sealer. **Johnson Diversey Freedom SC #04630; NO SUBSTITUTES.** Non-ammoniated, solvenated. 2.5 liter j-fill bottle w/ 6 per case.	Johnson - Diversey	Freedom SC 04630(discontinued)replaced PRO STRIP 5547355	CASE	2.5 liter	n/a	$ 86.66	6	$519.96
F-15	Floor Sealer. **SSS Baseline #48086; OR EQUIVALENT.** Acrylic, never yellows, excellent leveling, slip resistance 0.5 min. by ASTM D2047, removable w/ conventional strippers, coverage 1000-2000 sq. ft./gal. 2.5 gallon w/ 2 per case.	DIVERSEY	Product Name: IRON STONE Part Number: 4006110	EACH	1 gallon	1,500 gallons	$ 17.51	12	$210.12

Bidder Name: UNISOURCE WORLDWIDE

F-16	Floor Stripper. **Fridays Speed Stripper #8840; OR EQUIVALENT.** Removes floor finish, mop or machine applicable. 5-gallon pail.	DIVERSEY	Product Name: BRAVO Part Number: 5115958	EACH	5 gallon	n/a	$	41.16	16	$658.56
F-17	Floor Stripper. **Johnson Diversey Bravo #04576; NO SUBSTITUTES.** Non-ammoniated for use on resilient and non-resilient floors. 5 gallon box.	Johnson - Diversey	Bravo 04576	BOX	5 gallon	n/a	$	41.16	4	$164.64
F-18	Floor Stripper. **SSS Pit Stop #05298; OR EQUIVALENT.** Heavy duty for mechanical stripping, non-ammoniated, low foam, biodegradable, no abrasives. 2.5 gallon bottle w/ 2 bottles per case.	DIVERSEY	Product Name: PRO STRIP Part Number: 5547355	EACH	2.5 gallon	n/a	$	43.34	4	$173.36
Percentage off of your catalog price for similar products in this category =			25%						**TOTAL =**	**$6,695.88**

CATEGORY G: CLEANERS, DEODORIZERS, AND DISINFECTANTS

(ITEMS G-1 THROUGH G-33 WILL BE AWARDED BY LINE OR IN THE AGGREGATE AT PURCHASER'S DISCRETION)

Item No.	Description	Manufacturer	Product Name / Manufacturer number	Sales Unit (e.g. each, case, box, etc.)	Size of Container in Sales Unit (e.g. 1 gal or 2.5L)	Diluted gallons (medium soil)	Bid Price in US dollars per Sales Unit	Estimated Annual Usage (by Sales Unit)	Extended Price (Price for Sales Unit x Est Annual Usage)
G-1	Absorbent. **Bld D D-Vour #164 or SSS Absorbent Powder #08049; OR EQUIVALENT.** Free-flowing powder, transforms liquids into odorless semi-solids, non-toxic, biodegradable, water soluble. 16 oz. canister w/ 6 canisters per case.	CANUSA	Product Name: CDC POWDER Part Number: 19204	CASE	16 oz. canister	n/a	$ 48.78	2	$97.56

Bidder Name: UNISOURCE WORLDWIDE

G-2	Air Freshener. **SSS OmniAir #74361; NO SUBSTITUTES.** Odor management, 60 to 90 days, citrus scent. 6 canisters per case.	SSS	OmniAir 74361	CASE	regular	n/a	PROPRIETARY	6	$0.00
G-3	Bleach, Liquid. **Klk Pure Bright #Bleach6; OR EQUIVALENT.** Industrial, chlorine-free. 1 gallon bottle w/ 6 bottles per case.	KIK	Product Name: PUREBRIGHT Part Number: 10541147	CASE	1 gallon	n/a	$ 10.18	194	$1,974.92
G-4	Bleach, Powder. **Dial Borateem #00145; OR EQUIVALENT.** Chlorine-free. 5 lb. pail.	UWW	Product Name: DRI-CHLOR Part Number: 10295957	EACH	25 lbs	n/a	$ 29.81	16	$476.96
G-5	Cleaner. **3M #22-4730-2; OR EQUIVALENT.** 44L concentrate, mild acid, removes soap scum and scale from bathroom surfaces, hard surface. Green Seal GS-37 certified. 2-liter bottle.	3M	Product Name: 44L BATHROOM CLEANER Part Number: 59165	EACH 6/CS	2-liter	27 gallons	$ 16.36	22	$359.92
G-6	Cleaner. **Colgate-Palmolive Ajax #14278; OR EQUIVALENT.** Silica-based oxygen bleach powder. 21 oz. canister w/ 24 canisters per case.	LAGASSE	Product Name: AJAX Part Number: 14278	CASE	21 oz.	n/a	$ 24.78	32	$792.96
G-7	Cleaner. **Clorox Pine Sol #35418; OR EQUIVALENT.** Biodegradable phosphate-free liquid disinfectant and deodorizer. 144 oz. bottle w/ 3 bottles per case.	UWW	Product Name: PINE-O-DIS Part Number: 10296617	CASE 4/CS	1 gallon	n/a	$ 20.75	28	$581.00
G-8	Cleaner. **Johnson Diversey Alpha-HP #3401512; NO SUBSTITUTES.** #52 multi-purpose. Green Seal GS-37 certified. 2.5 liter j-fill bottle w/ 2 bottles per case.	Johnson - Diversey	Alpha-HP 3401512	CASE	2.5 liter	n/a	$ 59.49	8	$475.92
G-9	Cleaner. **Johnson Diversey Crew #3172650; NO SUBSTITUTES.** #44 bathroom and scale remover. Green Seal GS-37 certified. 2.5 liter j-fill bottle w/ 2 bottles per case.	Johnson - Diversey	Crew 3172650	CASE	2.5 liter	n/a	$ 57.57	6	$345.42

Bidder Name: UNISOURCE WORLDWIDE

G-10	Cleaner. **Enzyme-X; OR EQUIVALENT.** Liquid. 1 gallon bottle.	UWW	Product Name: MALGON Part Number: 10529492	EACH	1 gallon	n/a	$ 7.80	120	$936.00
G-11	Cleaner. **Champion MPC #CPN 640; OR EQUIVALENT.** No-rinse neutral multi-purpose. 1 gallon bottle w/ 4 bottles per case.	DIVERSEY	Product Name: STRIDE Part Number: 03904	CASE	1 gallon	n/a	$ 22.97	18	$413.46
G-12	Cleaner. **Sheila Shine #SS-10; NO SUBSTITUTES.** Stainless steel polish and surface preservative. 10 oz. aerosol canister.	Sheila Shine	SS-10	EACH	10 oz.	n/a	$ 5.71	144	$822.24
G-13	Cleaner. **P&G Spic and Span #8056; OR EQUIVALENT.** All-purpose, powder, non-phosphate, cleans grease stains, mold and mildew, and counter stains. 27 oz. box w/ 12 boxes per case.	P&G	Product Name: TIDE FLOOR PURPOSE Part Number: PGC02364	CASE (36 LBS)	27 oz.	n/a	$ 93.83	20	$1,876.60
G-14	Deodorizer. **3M Fresh Scent #23896; OR EQUIVALENT.** 13L Concentrate, low flow for use in filling bottles. 2-liter bottle w/ 6 bottles per case.	3M	Product Name: 13L DEODORIZER Part Number: 23896	EACH	2-liter	30 gallons	$ 10.83	14	$151.62
G-15	Deodorizer. **Clean Control Odor Ban #911062-G4; OR EQUIVALENT.** Odor eliminator. 1 gallon bottle w/ 4 bottles per case.	UWW	Product Name: MALGON Part Number: 10529492	EACH	1 gallon	32 gallons	$ 7.80	50	$390.00
G-16	Detergent, Laundry. **Lagasse Low-50; OR EQUIVALENT.** Low-foam. 50 lb. pail.	UWW	Product Name: CRYSTAL KLEEN Part Number: 10295954	EACH	50 lbs.	n/a	$ 25.71	8	$205.68
G-17	Disinfectant. **3M Quat #17-9553-3; OR EQUIVALENT.** #5 quaternary cleaner, concentrate, twist 'n' fill low flow for use in filling bottles. 2-liter bottle.	3M	Product Name: NEUTRAL QUAT 23L Part Number: 26056	EACH	2-liter	127 gallons	$ 4.39	14	$61.46

Bidder Name: UNISOURCE WORLDWIDE

G-18	Disinfectant. **WSD&D Lemon Kontrol: OR EQUIVALENT.** 1 gallon bottle w/ 4 bottles per case.	UWW	Product Name: LEM-O-QUAT Part Number: 10674421	CASE	1 gallon	n/a	$ 32.03	20	$640.60
G-19	Disinfectant. **Reckitt Benckiser Lysol #359979; OR EQUIVALENT.** Kills viruses and bacteria. 19 oz. aerosol canister w/ 12 canisters per case.		Product Name: RECKITT B LYSOL Part Number: RC04650	CASE	19 oz.	n/a	$ 68.00	20	$1,360.00
G-20	Disinfectant. **Reckitt Benckiser Lysol #78915; OR EQUIVALENT.** Mold and mildew remover with bleach. 32 oz. bottle w/ trigger sprayer; 12 bottles per case.	KC	Product Name: SCOTT SANITIZER Part Number: 10671071	CASE	32 oz.	n/a	$ 50.29	10	$502.90
G-21	Disinfectant. **Spartan NABC #711603; OR EQUIVALENT.** Non-caustic, non-acidic. 32 oz. bottle.	SPARTAN	Product NABC Part Number: 711603	EACH	32 oz.	n/a	$ 1.81	24	$43.44
G-22	Disinfectant. **CASE #13028; OR EQUIVALENT.** Quaternary, virucide. 1 gallon bottle.	DIVERSEY	Product Name: VIREX II Part Number: 4332	EACH	1 gallon	n/a	$ 23.64	10	$236.40
G-23	Disinfectant. **SSS Pleascent Clean #13007; OR EQUIVALENT.** Hospital grade, non-acidic. 32 oz. bottle.	DIVERSEY	Product Name: BOWL CLEANER Part Number: 10508610	EACH	32 oz.	n/a	$ 2.97	48	$142.56
G-24	Disinfectant. **SSS Pleascent Neutra Shine #13025; OR EQUIVALENT.** Quaternary cleaner, neutral pH. 1 gallon bottle.	UWW	Product Name: LEM-O-QUAT Part Number: 10674421	EACH	1 gallon	64 gallons	$ 8.16	62	$505.92
G-25	Disinfectant. **Johnson Diversey Virex II #4329; NO SUBSTITUTIONS.** #5 quaternary, germicidal. 2.5 liter j-fill bottle w/ 2 bottles per case.	Johnson - Diversey	Virex II 4329	CASE	2.5 liter	n/a	$ 50.24	18	$904.32

Bidder Name: UNISOURCE WORLDWIDE

G-26	Glass Cleaner. **Johnson Wax Glance #3172641; NO SUBSTITUTIONS.** #2 non-ammoniated, streak-free. 2.5 liter j-fill bottle w/ 2 bottles per case.	Johnson Wax	Glance 3172641	CASE	2.5 liter	1:40 dilution	$ 53.98	16	$863.68
G-27	Glass Cleaner. **SSS Blue #13065; OR EQUIVALENT.** Glass and surface cleaner, ammonia-based, non-streaking. 1 quart bottle w/ trigger sprayer w/ 4 bottles per case.	DIVERSEY	Product Name: GLANCE Part Number: 04705	CASE	1 quart	n/a	$ 23.50	26	$611.00
G-28	Graffiti Remover. **Fridays #11323; OR EQUIVALENT.** Formulated for use on concrete, masonry, and stone, removes paint, crayon, marking inks, and grease. 32 oz. container w/ 12 container per case.	MOTSENBOCKERS	Product Name: LIFT OFF Part Number: 10088409	CASE	32 oz.	n/a	$ 48.64	48	$2,334.72
G-29	Gum Remover. **3M #70-0711-6282-3; OR EQUIVALENT.** RTU liquid formulated to remove chewing gum, wax, and adhesives. 8 oz. bottle.	UWW	Product Name: GUM OFF Part Number: 10296304	EACH	8 oz.	n/a	$ 2.90	24	$69.60
G-30	Spray Bottle. Chemical resistant HDPE clear or milky white plastic w/ both ounces and millimeters marked, standard adjustable nozzle included, .9mL output.	IMPACT (ITEMS SOLD SEPARATE	Product Name: Bottle 5032wg-trigger sprayer(sold per dz) Part Number: bottle 5032wg/sprayer 5902DZUN(sold per dz)	EACH	32 oz. capacity	n/a	$ 1.14	472	$538.08
G-31	Spray Bottle, Nozzle. Replacement trigger nozzle for 32 oz. bottle, 9-1/2" length on draw, (Item G-30).	IMPACT	Product Name: TRIGGER Part Number: 5902DZUN (SOLD PER DZ0	EACH	n/a	n/a	$ 0.59	48	$28.32
G-32	Toilet Bowl Ring Remover. **Blast #1102; OR EQUIVALENT.** 32 oz. container.	UWW	Product Name: VORTEX Part Number: 10296183	EACH	32 oz.	n/a	$ 1.67	48	$80.16
G-33	Urinal Screens. **SSS #08030; OR EQUIVALENT.** Flexible, flat. 12 screens per package.	UWW	Product Name: BULLS EYE Part Number: 10583451	PACK	n/a	n/a	$ 8.34	12	$100.08

Bidder Name: UNISOURCE WORLDWIDE

Percentage off of your catalog price for similar products in this category =	25%

TOTAL = $18,923.50

GRAND TOTAL (Categories A - G)	$120,607.06

Bidder Name: UNISOURCE WORLDWIDE

MUST BE POSTED IN CONSPICUOUS PLACE

SACRAMENTO

BUSINESS OPERATIONS TAX CERTIFICATE

102280

		FROM Mo. Day Yr.	TO Mo. Day Yr.
Business Name	UNISOURCE WORLDWIDE INC.		
Business Address	1701 W NATIONAL DR		
Owner	JAMES J SWEARINGEN	10/01/2013	09/30/2014
Type of Business	WHOLESALE & DELIVERY		
Tax Classification	401		Expires

UNISOURCE WORLDWIDE INC.
WEST COAST GL
7016 AC SKINNER PKWY
JACKSONVILLE, FL 32256

CITY OF SACRAMENTO
VOID
JUE NOT 2014
VALIDATED
PAID

This certificate is not to be construed as a business license or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation to the contrary is fraudulent. (This certificate must be renewed within 30 days of expiration).

102280

TOTAL
PAID: $5,006.00

THIS STUB MAY BE FOLDED/DETACHED BEFORE POSTING

Unisource

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/07/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh USA, Inc.
Two Alliance Center
3560 Lenox Road, Suite 2400
Atlanta, GA 30326

273227-ALL-GAWU-14-15

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Zurich American Insurance Company	16535
INSURER B :	American Zurich Insurance Company	40142
INSURER C :	N/A	N/A
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Unisource Worldwide, Inc.,
a Veritiv company
6600 Governors Lake Parkway
Norcross, GA 30071

COVERAGES **CERTIFICATE NUMBER:** ATL-003299744-02 **REVISION NUMBER:** 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			GLO 3878575-00	07/01/2014	07/01/2015	EACH OCCURRENCE	$ 2,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 4,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC							$
A	AUTOMOBILE LIABILITY			BAP 3878576-00	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 3878573-00 (AOS)	07/01/2014	07/01/2015	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A			WC 3878574-00 (WI)	07/01/2014	07/01/2015	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: BID #B15061511002.

THE POLICY INCLUDES A WAIVER OF SUBROGATION AS REQUIRED BY WRITTEN CONTRACT OR WRITTEN REQ UEST, PROVIDED SUCH CONTRACT OR REQUEST WAS EXECUTED PRIOR TO THE DATE OF LOSS WITH RESPECT TO WORKERS COMPENSATION.

CERTIFICATE HOLDER

CITY OF SACRAMENTO
915 I STREET, NEW CITY HALL
SACRAMENTO, CA 95814

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

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This Certificate of Insurance supersedes all previous certificates issued

Unisource Worldwide, Inc. and xpedx, a division of International Paper Company, are combining under Veritiv Corporation, a publicly traded (NYSE:VRTV) holding company early 3rd quarter 2014 (the "Transaction"). For the foreseeable future, the operating company Unisource Worldwide, Inc. will continue after the Transaction, and the xpedx business of International Paper Company will operate under the name xpedx, LLC.

The enclosed certificate of insurance represents the Veritiv go forward program after the Transaction including Unisource Worldwide, Inc. and its subsidiary, xpedx, LLC. Following confirmation that the Transaction has occurred, please replace any and all certificate(s) of insurance you currently have for UWW Holdings, Inc., Unisource Worldwide, Inc. and International Paper / xpedx with the enclosed certificate of insurance.

Should you have any questions or changes to the enclosed certificate, please send to the following email address: Atlanta.Certrequest@marsh.com

Back to Report Table of Contents

nto

Tax ID # if applicable:

Requires Council Approval: ☐ No ☒ YES **Meeting:** 10/28/2014

☐ Real Estate ☐ Other Party Signature Needed ☐ Recording Requested

General Information

Type: Commodity **PO Type: Formal Bid-Commodity** **$ Not to Exceed: $** 115,243	**Attachment: Original No.:** **Original Doc Number:**
Other Party: WAXIE SANITARY SUPPLY	**Certified Copies of Document:**
Project Name: Janitorial Supplies	**Deed:** ☐ None ☐ Included ☐ Separate
Project Number: none **Bid Transaction #:** B15061511002	E/SBE-DBE-M/WBE: LBE waive

Department Information

Department: Finance — Division: Procurement Services

Project Mgr: Gary O'Neill — Supervisor: Craig Lymus

Contract Services: - — Date: 09/24/2014 — Division Mgr: Craig Lymus

Phone Number: 916-808-7432 — Org Number: 06001511

Comment:

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	Gary O'Neill	9/24/2014
Accounting:	—	—
Contract Services:	—	—
Supervisor:	CBJ	9/26/14
Division Manager:	CBJ	9/26/14
City Attorney	Signature or Initial	Date
City Attorney:	[signature]	10/7/14

☐ Send Interoffice Mail ☐ Notify for Pick Up

Authorization	Signature or Initial	Date
Choose Director Department Director:		
City Mgr: yes ☒ No ☐		

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, is not part of the contract. (01-01-09)

For City Clerk Processing

Finalized:
Initial:

Date:

Imaged:
Initial:

Date:

Received:
(City Clerk Stamp Here)

FOR CITY USE ONLY

The Bid was opened on JULY 23, 2014.

Bid Bond Required: [X] No; [ ] Yes - Amount: $ _____

Received: [ ] Cashiers or Certified Check drawn on a California bank; [ ] Surety Bond

_____
City Clerk

CONTRACT AWARD

Bid Items Included in the Contract: All Items, unless otherwise specified below

Specify: See attached, Exhibit A, "Low Bidder Per Item"

Contract Not-to-Exceed Amount: $ 115,243

Award Date: 10/28/2014

CONTRACT APPROVAL

Approved as to Form:	Approved:	Attest:
_____	_____	_____
City Attorney	City Manager (Or Authorized Designee)	City Clerk

WAXIE SANITARY SUPPLY

Exhibit A - Low Bidder Per Item

Item No.	Description	Substitute allowed?	Brand	Low bidder	Delivery Days	Amount	Sales Unit	Annual Use	Annual total
A-1	Toilet Paper	No	Eco Soft	Abe Janitorial	2	$ 34.98	case	130	$ 4,547.40
A-2	Toilet Paper	No	Eco Soft	Abe Janitorial	2	$ 35.98	case	742	$ 26,697.16
A-3	Toilet Paper, tree free	Yes	Waxie Kleenline	Waxie's	2	$ 27.99	case	134	$ 3,750.66
A-4	Toilet Paper, jumbo	Yes	Tehtung	Sac Val	1	$ 21.00	case	4	$ 84.00
A-5	Toilet Seat Cover	Yes	Eco Soft	Unisource	2	$ 46.76	case	20	$ 935.20
A-6	Towels, roll	No	Eco Soft	Abe Janitorial	2	$ 34.75	case	420	$ 14,595.00
A-7	Towels, multifold	No	Eco Soft	Abe Janitorial	2	$ 16.49	case	336	$ 5,540.64
A-8	Towels, single-fold	No	Eco Soft	Abe Janitorial	2	$ 16.95	case	92	$ 1,559.40
A-9	Wipers, roll	Yes	Hospeco	Sac Val	2	$ 36.25	roll	36	$ 1,305.00
A-10	Wipers, flat	Yes	Brighton	Staples	1	$ 10.88	case	122	$ 1,327.36
B-1 thru B-6	Gloves, award in aggregate	Yes	Tradex International	Staples	1	$ 4,989.40	lot	--	$ 4,989.40
C-1	Soap, foam	Yes	GoJo	Staples	1	$ 3.66	1 liter	256	$ 936.96
C-2	Soap, foam	Yes	GoJo	Staples	1	$ 3.66	1 liter	32	$ 117.12
C-3	Soap, bar	Yes	Dial	Unisource	2	$ 48.87	case	6	$ 293.22
C-4	Hand sanitizer	Yes	GoJo	Waxie's	2	$ 50.59	case	20	$ 1,011.80
C-5	Tampons	No	Tampex	Waxie's	2	$ 52.11	case	2	$ 104.22
C-6	Liners, feminine	Yes	Rochester Midland	Unisource	2	$ 13.51	case	4	$ 54.04
C-7	Tissues, lens cleaners	Yes	Bausch&Lomb SightSavers	Sac Val	2	$ 9.12	box	54	$ 492.48
D-1 thru D-11	Trash can liners, award in aggregate	Yes	Republic	Sac Val	2	$38,191.42	lot	--	$ 38,191.42
E-1	Brush, utility	Yes	Carlisle	Waxie's	2	$ 0.92	each	12	$ 11.04
E-2	Brush, wire	Yes	Carlisle	Waxie's	2	$ 1.81	each	94	$ 170.14
E-3	Cloth, glass-cleaning	Yes	Impact	Waxie's	2	$ 7.13	pack	6	$ 42.78
E-4	Broom	Yes	Carlisle	Waxie's	2	$ 2.40	each	24	$ 57.60
E-5	Mop heads, wet	Yes	Carlisle	Waxie's	2	$ 6.20	case	4	$ 24.80
E-6	Mop heads, dry	Yes	Premier	Abe Janitorial	2	$ 5.85	each	96	$ 561.60
E-7	Mop frame	Yes	Rubbermaid	Sac Val	2	$ 2.01	each	2	$ 4.02
E-8	Mop, wet	Yes	SSS	Abe Janitorial	2	$ 54.00	case	12	$ 648.00
E-9	Mops, finish	Yes	Premier	Waxie's	2	$ 5.60	each	6	$ 33.60
E-10	Mop heads, dust	Yes	Odell	Staples	1	$ 10.50	each	20	$ 210.00

Exhibit A - Low Bidder Per Item

E-11	Mop heads, dust	Yes	Odell	Staples	1	$	5.15	each	2	$	10.30
E-12	Mop bucket	Yes	Rubbermaid	Sac Val	2	$	47.00	each	18	$	846.00
E-13	Rags	Yes	Wiper Central	Waxie's	2	$	16.67	case	48	$	800.16
E-14	Rags	Yes	A&A Wiping Clothes	Unisource	2	$	19.63	case	20	$	392.60
E-15	Sponge	Yes	SSS	Abe Janitorial	2	$	13.99	case	104	$	1,454.96
E-16	Toilet bowl mop	Yes	Impact	Waxie's	2	$	0.55	each	88	$	48.40
F-1	Baseboard stripper	Yes	Green Edge Off	Waxie's	2	$	2.81	each	24	$	67.44
F-2	Carpet cleaner	Yes	Staples Brand Group	Staples	1	$	6.35	each	2	$	12.70
F-3	Carpet cleaner	Yes	Formula Sac Val Pure Clean	Sac Val	2	$	8.00	each	120	$	960.00
F-3 alt	Carpet cleaner	Yes	UWW X-Tractor	Unisource	2	$	27.40	case/4	30	$	822.00
F-4	Carpet cleaner	No	Racine	Waxie's	2	$	28.80	box	2	$	57.60
F-5	Carpet cleaner	Yes	Amrep	Staples	1	$	2.74	canister	24	$	65.76
F-6	Carpet cleaner	Yes	Waxie-Green Encapsulating	Waxie's	2	$	12.79	each	8	$	102.32
F-7	Floor cleaner	Yes	Fridays Speed Kleen	Abe Janitorial	2	$	6.95	case/4	48	$	333.60
F-8	Floor conditioner	No	Johnson Diversey Easy Paks	Sac Val	2	$	40.05	case	4	$	160.20
F-9	Floor finisher	Yes	Fridays Dura Shine	Abe Janitorial	2	$	13.75	case/4	24	$	330.00
F-10	Floor finisher	No	Johnson Diversey Aquaria	Unisource	2	$	83.63	case	10	$	836.30
F-11	Floor finisher	Yes	SSS Legacy	Abe Janitorial	2	$	23.85	case/4	4	$	95.40
F-12	Floor finisher	Yes	Diversey Amplify	Unisource	2	$	13.10	each	2	$	26.20
F-13	Floor prespray	Yes	Staples Brand Group	Staples	1	$	7.23	each	8	$	57.84
F-14	Floor sealer	No	Johnson Diversey Freedom SC	Abe Janitorial	2	$	35.36	case	6	$	212.16
F-15	Floor sealer	Yes	W300 Undercoater & Sealer	Waxie's	2	$	47.15	each	6	$	282.90
F-16	Floor stripper	Yes	Waxie W400	Waxie's	2	$	21.02	each	16	$	336.32
F-17	Floor stripper	No	Johnson Diversey Bravo	Unisource	2	$	41.16	box	4	$	164.64
F-18	Floor stripper	Yes	SSS Pit Stop	Abe Janitorial	2	$	23.68	each	4	$	94.72
G-1	Absorbent	Yes	Lagasse	Staples	1	$	6.62	case	2	$	13.24
G-2	Air Freshener	No	OmniAir	Staples	1	$	49.99	case	6	$	299.94
G-3	Bleach, liquid	Yes	Waxie's	Waxie's	2	$	1.55	case	194	$	300.70
G-4	Bleach, powder	Yes	Proctor & Gamble	Staples	1	$	9.65	each	16	$	154.40
G-5	Cleaner	Yes	3M 44L	Unisource	2	$	16.36	each	40	$	654.40
G-6	Cleaner	Yes	Lagasse	Staples	1	$	0.98	case	32	$	31.36
G-7	Cleaner	Yes	Staples Brand Group	Staples	1	$	7.88	case	28	$	220.64
G-8	Cleaner	No	Johnson-Diversey Alpha HP	Unisource	2	$	59.49	case	8	$	475.92

Exhibit A - Low Bidder Per Item

G-9	Cleaner	No	Johnson-Diversey Crew	Unisource	2	$	57.57	case	6	$	345.42
G-10	Cleaner	Yes	Formula Sac Val Bio Clean	Sac Val	2	$	6.90	each	120	$	828.00
G-11	Cleaner	Yes	Champion MPC	Abe Janitorial	2	$	8.00	case	18	$	144.00
G-12	Cleaner	No	Sheila Shine	Waxie's	2	$	5.04	each	144	$	725.76
G-13	Cleaner	Yes	Spic and Span	Abe Janitorial	2	$	6.50	case	20	$	130.00
G-14	Deodorizer	Yes	Staples Brand Group	Staples	1	$	9.71	each	15	$	145.65
G-15	Deodorizer	Yes	Waxie Spring Clean	Waxie's	2	$	6.42	each	50	$	321.00
G-16	Detergent, laundry	Yes	Staples Brand Group	Staples	1	$	14.80	each	8	$	118.40
G-17	Disinfectant	Yes	3M Neutral Quat 23L	Unisource	2	$	4.39	each	14	$	61.46
G-18	Disinfectant	Yes	Staples Brand Group	Staples	1	$	7.79	case	20	$	155.80
G-19	Disinfectant	Yes	Amrep	Staples	1	$	27.75	case	20	$	555.00
G-20	Disinfectant	Yes	Lagasse SA Lag Lysol mildew	Waxie's	2	$	36.92	case	10	$	369.20
G-21	Disinfectant	Yes	Spartan NABC	Unisource	2	$	1.81	each	24	$	43.44
G-22	Disinfectant	Yes	Staples Brand Group	Staples	1	$	7.79	each	10	$	77.90
G-23	Disinfectant	Yes	Diversey Crew	Sac Val	2	$	1.75	each	48	$	84.00
G-24	Disinfectant	Yes	Waxie Spring Clean	Waxie's	2	$	6.42	each	62	$	398.04
G-25	Disinfectant	No	Johnson-Diversey Virex II	Sac Val	2	$	46.20	case	18	$	831.60
G-26	Glass cleaner	No	Johnson Wax Glance	Unisource	2	$	53.98	case	16	$	863.68
G-27	Glass cleaner	Yes	Diversey	Staples	1	$	2.20	case	26	$	57.20
G-28	Graffiti remover	Yes	Fridays #11323	Abe Janitorial	2	$	8.00	case	48	$	384.00
G-29	Gum remover	Yes	UWW Gum Off	Unisource	2	$	2.90	each	24	$	69.60
G-30	Spray bottle	Yes	Impact	Staples	1	$	0.50	each	472	$	236.00
G-31	Spray bottle nozzle	Yes	Impact	Waxie's	2	$	0.39	each	48	$	18.72
G-32	Toilet bowl ring remover	Yes	UWW Vortex	Unisource	2	$	1.67	each	48	$	80.16
G-33	Urinal screens	Yes	UWW Bulls Eye	Unisource	2	$	8.34	pack	12	$	100.08

CITY OF SACRAMENTO

Invitation For Bid (IFB)

and

Contract Specifications for **Supplies**

Bid Number:	**B15061511002**
Bid Name:	**Janitorial Supplies and Equipment**

Bids must be received prior to 2:00 PM on:

Wednesday	**07/23/2014**

Bids must be submitted to:

OFFICE OF THE CITY CLERK
5TH FLOOR PUBLIC COUNTER
915 I STREET, NEW CITY HALL
SACRAMENTO, CA 95814

Bidder to complete the following information:

Bidder Name:	Waxie's Enterprises, Inc. dba Waxie Sanitary Supply
Address:	901 No. Canyons Parkway
City, State, ZIP code:	Livermore, CA 94551
Contact name:	Freddy Estrella
Contact phone number:	707-812-4864
Contact email address:	festrella@waxie.com

Note: *All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.*

SECTION I

BID INSTRUCTIONS AND REQUIREMENTS

The City of Sacramento is soliciting sealed Bids for supplies as detailed in this Bid document. Prospective Bidders are advised to thoroughly read this document and become familiar with all of its requirements. Questions must be submitted before the deadline to submit questions.

1.) Official Electronic copies of this Bid document can be obtained only from the City of Sacramento's official web Bid Center, aka "PlanetBids".

http://www.planetBids.com/portal/portal.cfm?CompanyID=15300

2.) Any additional information (Addenda, Q&A, etc.) pertaining to this Bid will also be found at the above official link.

3.) The City is not responsible for Bid documents obtained from third-party sources, such as Bid aggregate services or plan rooms. Such documents may be incomplete and Bids submitted may be deemed non-responsive. Registration as a vendor in the PlanetBids system is required in order to obtain official Bid documents.
Questions about the PlanetBids electronic bid platform should be addressed to the City of Sacramento **Procurement Services** division at **916-808-6240.**

4.) City Department / Division / Contact information

Department:	Finance
Division:	Procurement Services
Contact name:	**Gary O'Neill**
Contact phone number:	916-808-7432

5.) Q&A submittals

Submit questions prior to:

Date:	07/16/2014
Time:	2:00 PM

Submit Questions via: ☒ the Bid center ("PlanetBids") Q&A tab

(Responses will be posted in the Bid center Q&A tab or by the issuing of an Addendum)

6.) Pre-Bid Meeting

☐ **No** ☒ **Yes, attendance is optional**

Date:	**07/09/2014**
Time:	**2:00 PM**
Location name:	City Of Sacramento – New City Hall*
Address:	915 I Street
Bldg./Floor/Room:	2nd Floor, Room CH2105
City:	Sacramento CA 95814

* Photo ID is required to gain admittance to the building. There is a charge for parking.

7.) Bond Information*

Bid:	☒ Not required	☐ YES, required (a)	%
Payment:	☒ Not required	☐ YES, required	%
Performance:	☒ Not required	☐ YES, required (b)	%

(a) Pursuant to City Code section 3.56.150 and 3.56.190

(b) Pursuant to City Code section 3.56.200

8.) Timeframe

Number of days that Bid is valid:	Ninety (90)
Anticipated start date of contract*:	10/01/2014
Duration of contract:	Two (2) years; not-to-exceed five (5) years with renewals
Contract renewal information:	Three (3) additional one year renewals

*The Sacramento City Council must approve this purchase/contract before any supplies may be purchased.

9.) Workers' Compensation Insurance Waiver of Subrogation

Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTOR.

☐ **NO** ☒ **YES**

Refer to Section II, Subsection 11, for insurance requirements.

10.) City Code

All provisions of Chapter 3.56 of the City Code are applicable to any Bid submitted or contract awarded.

11.) Equipment

If equipment is Bid, it shall be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated by the City.

12.) Payment Discount

Payment discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Payment discounts offered for payment in twenty (20) or more days shall be subtracted from the total Bid price for the purposes of Bid evaluation. Any payment discount offered by the successful Bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.

13.) Bid Submission

a.) Bidders are required to submit an original Bid, including all required attachments and addenda, per City Code section 3.56.140.

b.) Bid document form shall be received by the City Clerk's Office by the date and time indicated on the cover page of this Bid document. Failure to do so will cause the late or mis-addressed Bid to be rejected.

c.) All Bids must show the full legal name of the firm submitting the Bid and must be on these official Bid document forms.

d.) Bid responses must be written in ink, printed by typewriter or computer generated. Responses made in pencil may not be considered.

e.) All Bids shall be signed in ink by a representative of the firm who is authorized to bind the firm to the terms and conditions of this Bid and possible resulting contract.

f.) Alternate Bids are invalid unless invited by the City in this Bid document. *All Bid submissions are subject to rejection when unsolicited alternate Bids are submitted.*

g.) Bids must be sealed in an appropriate envelope, package, or container and include the Bid name and number and the name and address of the Bidder on the outside of said package.

h.) No Bidder shall have interest in more than one Bid (submit more than one Bid solicitation) as stated in City Code section 3.56.13.

i.) Bidders and other interested parties are invited to be present at the opening of the Bids at a time immediately following the Bid submission deadline. Bids will be opened, in public, in the Hearing Room on the 2nd floor of Historic City Hall, 915 I Street. Sacramento, CA 95814. Photo ID will be required for admission to the building.

14.) Rejection of Bids

The right to reject any and all Bids is reserved by the City in its absolute discretion.

15.) City's rights and options

The City reserves the right to:

a.) waive any informalities or minor irregularities, as determined in its sole discretion, in connection with the Bidding process or any of the Bids received.

b.) award in whole or in part.

c.) reject all partial Bids.

d.) reject any or all Bids or make no award.

e.) issue subsequent Invitation For Bids.

f.) approve or disprove the use of any particular SubContractors and/or suppliers.

g.) accept a Bidder's signed offer and issue a purchase order or purchase orders directly to the Bidder based upon the specifications, pricing, and terms and conditions offered in the response to this Bid solicitation.

16.) Bid Evaluation

a.) In determining the amount Bid by each Bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the Bid. When such a mathematical error appears on the face of the Bid, the City shall have the right to correct such error and to compute the total amount Bid by the Bidder on the basis of the corrected figure or figures.

b.) When an item price is required to be set forth in the Bid, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the City's estimate of the quantity to be provided or performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the intent of the Bid process. The total paid for each such item of work shall be based upon the item price and not the total price.

c.) Should the Bid contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by City's estimate of the estimated quantities to be provided or performed.

d.) If the Bid contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Bid shall be disregarded.

e.) If Prospective Bidders are bidding an item "or equal" the Bidders shall list the manufacturer's name and product number of the item offered in the space provided. If such information is not provided, it will be assumed that the Bidder is offering the exact item specified. The City's decision as to whether an item is an equal to the item specified shall be final.

17.) Determination of Lowest Responsible Bidder

Pursuant to Sacramento City Code 3.56.020, the lowest responsible Bidder shall be determined as follows:

In determining whether a Bidder is responsible, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the Bidder; (ii) the ability, capacity and skill of the Bidder to perform the contract or effectuate the transaction; (iii) the ability of the Bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgment, experience and efficiency of the Bidder; (v) the quality of the Bidder's performance on previous purchases by, or contracts with, the City; (vi) the ability of the Bidder to provide future maintenance, repair parts and services for the supplies provided.

b.) Based on the information provided in the bids, the City Council or the City Manager, as the case may be, shall identify those bids that are subject at the time of bid opening to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the City Code. The lowest responsible Bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. This deduction shall be in addition to the application of any bid price preferences authorized by subsection c, below.

c.) The City Council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including but not limited to, preferences to promote the participation and utilization of local business enterprises, energy conservation and sustainability in the City's contracting for supplies and nonprofessional services. The lowest responsible Bidder shall be the responsible Bidder whose bid price is the lowest after all bid prices are calculated to include any such preferences. The calculation of such preferences shall be in addition to any deduction of sales or use tax required by subsection b, above.

18.) Pre-Award Conference

The apparent lowest responsible Bidder(s) may be required to attend a pre-award conference at a mutually acceptable time at which requirements of the Contract will be reviewed. At that time, samples of forms, reports etc., will be submitted by the Contractor for final approval.

19.) Award by Item or Group

The City reserves the right to increase or decrease quantities listed, make separate awards for any item, line-item or category/group of items to the lowest responsible bidders for such items or category/groups of items.

20.) Multiple Awards

The City reserves the right to make multiple awards in order to provide alternate sources to insure continuity of supply if meeting the City's requirements within an acceptable time period exceeds the capacity or capability of the primary Contractor(s).

21.) Contract Award Timeframe

Within ninety (90) days after the bid opening, a contract will be awarded by the City to the lowest responsible Bidder or Bidders, subject to the right of the City to reject all bids or waive informalities or minor irregularities, as it may deem proper. The time for awarding a contract may be extended in the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the Bidder objects to such extension in writing with his/her bid. The City may accept this bid offer by issuance of a Notice of Award Letter, Contract and/or a Purchase order covering award of said bid to Bidder at any time on or before the 90th day following the day that this official bid is opened by the City. This offer shall be irrevocable for 90 days after bid opening or 90 days after City Council awards the bid, whichever comes last, however this period may be extended by mutual agreement of both parties.

22.) Emergency / Declared Disaster Requirements

In the event of an emergency or if a City facility is declared a disaster area by the county, state or federal government, this contract may be subjected to unusual usage. The consultant/vendor/supplier shall service the City during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the consultant/vendor/supplier shall apply to serving the City's needs regardless of the circumstances. If the consultant/vendor/supplier is unable to supply the goods/services under the terms of the contract because of a disruption in its chain of supply or service, then the consultant/vendor/supplier shall provide proof of such disruption which may include, but not be limited to a copy of a letter from the source of supply or service stating reason for the disruption. Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted.

23.) Bid Protests

Bid protests must be filled and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Sections 3.60.460 through 3.60.560 of the Sacramento City Code shall be invalid and shall not be considered. A bid protest fee of $750.00 is required at the time of filing to be considered valid in accordance with City of Sacramento Resolution No. 2003-231 dated April 29, 2003. As used herein, the term "bid protest" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, or (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. Sections 3.60.460 - 3.60.560 of the Sacramento City Code are available at:

http://www.qcode.us/codes/sacramento/

SECTION II

LOCAL PROGRAMS AND PREFERENCES

1.) EQUAL BENEFITS ORDINANCE ("EBO") REQUIREMENTS

NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City Contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding $100,000.00. The Ordinance applies to that portion of a Contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to SubContractors or Subcontracts of any Contractor or Contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are

primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, which enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All Contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directly on a City contract, and, at the time of hire of each new employee, a copy of the notification provided as Attachment "A."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

ATTACHMENT A – EQUAL BENEFITS CODE

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On ..... (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for ..... (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination in Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer.

You May . . .

- Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:

  City of Sacramento
  Procurement Services Division
  915 I Street, Second Floor
  Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
  - Reinstatement, injunctive relief, compensatory damages and punitive damages
  - Reasonable attorney's fees and costs

ATTACHMENT B – EQUAL BENEFITS CODE

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

O Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814

O Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Procurement Services Division, at the same address, containing the details of the alleged violation.

2.) LOCAL BUSINESS ENTERPRISE ("LBE") PARTICIPATION REQIREMENTS

Waiver has been granted by the Economic Development Director for the Local Business Enterprise (LBE) participation requirement of 5% and does not apply to this bid.

3.) LOCAL BUSINESS SALES/USE TAX DEDUCTION

The Sacramento City Code requires the City to identify those bids that are subject to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the Sacramento City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. The current rate at which such local sales or use tax is received by the City is one percent (1%). **Therefore, in evaluating bids to determine the lowest responsible bidder, bids that are subject to this tax at the time of bid opening shall have an amount equal to one percent (1%) of the taxable total deducted from the bids.** This deduction shall be in addition to the application of any bid price preferences or other deductions authorized by the City Code. Such deductions shall be made for bid evaluation purposes only. Contract awards shall be made at the actual bid amount.

4.) SUSTAINABLE PURCHASING POLICY ("SPP")

The City has adopted a "Sustainable Procurement Policy" (SPP) and program. The goal is to encourage the procurement of products and services that help minimize environmental impact resulting from use and disposal of these products. Contractors are encouraged to offer Energy Star, Green Seal, UL EcoLogo, or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. City also encourages Contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this IFB. Contractors will offer products that have minimal virgin materials and maximum use of recycled products. Contractor must work with the City to attain these goals.

Notwithstanding the above, the Contractor agrees to supply the City of Sacramento with environmentally preferable and effective products in compliance with the specifications in this solicitation and provide services that help minimize environmental impact resulting from use and disposal of products specified in this bid.

The Contractor further agrees that its products specified in this bid do not contain any items, ingredients or components prohibited under the City's SPP Policy.

Council Resolution No. 2000-551 authorizes the use of incremental bid evaluation preferences up to a total not to exceed five percent (5%) of the total bid amount when evaluating the cost of products or services that represent the efforts to recycle and re-use sustainable and environmentally preferred products described in this policy. However, such bid preferences shall not exceed a total value of $50,000.00 on any single bid procurement bid preference.

The City may terminate this contract or take other appropriate actions if the Contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the City's SP Policy and requirements specified in the bid.

The City's SPP Policy is available on line at:

http://portal.cityofsacramento.org/Finance/Procurement/Sustainability-Options

Or by contacting the Procurement Services Division at (916) 808-6240.

SECTION III

GENERAL TERMS AND CONDITIONS

1.) Independent Contractor

a.) It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent Contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent Contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)

b.) It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

c.) If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and SubContractors.

d.) The provisions of this Section III Subsection 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section III Subsection 5, below.

2.) Licenses, Permits, Etc.

CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that is legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid

certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3.) Time

CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

4.) Contractor Not Agent

Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.

5.) Conflict of Interest

CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly nor indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or SubContractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.

6.) Confidentiality of City Information

During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section III Subsection 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7.) Contractor Information

a.) CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work

product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, Photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

b.) CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d.) The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8.) Standard of Performance

CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9.) Term; Suspension; Termination

a.) **Termination for Cause.** If the City determines that the Contractor's performance is not satisfactory, and notifies the Contractor of such determination in writing, the Contractor shall correct the unsatisfactory condition(s) within 5 days after receiving such notification. If the Contractor fails to correct the unsatisfactory condition(s) within 5 days, the City may declare the Contract terminated upon 30 days written notice and may, in the City's sole discretion, demand performance by the Contractor's surety, if any, or contract for performance of all or part of the remainder of Contract with another Contractor. In the event two such notices of unsatisfactory performance are given in any calendar year, and in the event that Contractor shall again fail to satisfactorily perform pursuant to the Contract, City may thereupon terminate the Contract immediately, with no prior notice. In the event of termination hereunder, the Contractor and/or its surety shall be liable and assessed for any and all costs for re-procurement and completion of the Contract.

b.) **Termination for Convenience.** The City may terminate the Contract, in whole or in part, for its convenience and without cause upon giving written notice to the Contractor. The City shall pay all reasonable costs associated with the Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with such termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned, or any other costs, which have not been incurred, as of the date of termination.

c.) **Termination After Completion Date.** If the Contractor fails to complete its performance of the Contract within the time specified in the Contract (including any approved extension of such time), if any, the Contract may be terminated and, in the event of such termination, the Contractor shall not be paid or allowed any further compensation for any costs incurred after such termination. The City may thereafter proceed to complete the Contract either by rebidding or otherwise, the Contractor and its surety, if any, shall be liable to the City for all loss or damage that the City may suffer on account of the Contractor's failure to complete the Contract on time. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

10.) Indemnity

a.) **Indemnity:** CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any SubContractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent Contractors who are directly responsible to CITY, except when such agents, servants, or independent Contractors are under the direct supervision and control of CONTRACTOR.

b.) **Insurance Policies; Intellectual Property Claims:** The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any

of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11.) Insurance Requirements

During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section III Subsection 11. The sole exception is for delivery of supplies via a common carrier.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

a.) Minimum Scope & Limits of Insurance Coverage

(1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

(2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

(3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars ($1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance or if required as indicated in the Bid Instructions.

b.) Additional Insured Coverage

(1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insured's as respects general liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR.

(2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insured's as respects auto liability.

c.) Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.

(3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

d.) Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY Risk Management Division in writing prior to execution of this Agreement.

e.) Verification of Coverage

(1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

(2) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR and/or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

f.) SubContractors

CONTRACTOR shall require and verify that all SubContractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12.) Equal Employment Opportunity

During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

a.) **Compliance With Regulations:** CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

b.) **Nondiscrimination:** CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of SubContractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

c.) **Solicitations for SubContractors, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential SubContractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

d.) **Information and Reports**: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

e.) **Sanctions for Noncompliance**: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

(1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;

(2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

f.) **Incorporation of Provisions**: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a SubContractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13.) Entire Agreement

The Contract Documents contain the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code. In the event of any conflict among the provisions of different Contract Documents, the conflict shall be resolved by giving precedence to the Contract Documents in the following order:

A. Post-Award Amendments.
B. Pricing Schedule(s), as corrected by City, if applicable.
C. Pre-Award Addenda
D. Special Provisions and Specifications.
E. Bid Instructions and Requirements

F. General Terms and Conditions
G. Technical Specifications and/or Plans

14.) Severability

If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15.) Waiver

Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

16.) Enforcement of Agreement

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

17.) Assignment Prohibited

The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.

18.) Binding Effect

This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section III, Subsection 17, above.

19.) Compliance with Laws

The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished pursuant to the Contract, including without limitation the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.

20.) Inspection

Merchandise will be inspected before acceptance by an authorized representative of the City of Sacramento for workmanship, appearance, proper functioning of all equipment and systems and conformance to all other requirements of the Contract. If deficiencies are found, it shall be the responsibility of the Contractor to pick up the merchandise, make necessary correction and

redeliver the merchandise for re-inspection and acceptance. Payment and/or commencement of discount period (if applicable) will not be made until corrective action has been made.

21.) Funding Availability

a.) The Contract is subject to the budget and fiscal provisions of the Charter and City Code of the City of Sacramento.

b.) The City's payment obligation under the Contract shall not at any time exceed the amount of funds appropriated and approved for such purpose by the Sacramento City Council.

c.) The Contract shall terminate without penalty at the end of the fiscal year in the event funds to make payment under the Contract are not appropriated and approved for such purpose by the City Council for the succeeding fiscal year. If such funds are appropriated for only a portion of the fiscal year this Contract shall terminate, without penalty, at the end of the term for which funds have been appropriated. In the event of such termination, the Contractor shall not be entitled to recover any costs incurred after termination, subject, further, to the limitation in Section III Subsection 21.B. of these General Conditions.

d.) Notwithstanding any provision of the Contract Documents to the contrary, this section shall govern over any other provision of the Contract.

22.) Inspection of Facilities

If requested by the City, the Contractor shall provide City with an inspection tour of Contractor's facilities at the location where the work under the Contract will be accomplished.

23.) Material Safety Data Sheets (MSDS) or (SDS)

It is mandatory for a manufacturer, supplier, or distributor, to supply a MSDS with the first shipment of hazardous material to each City location receiving the material. Also, at any time the content of a MSDS is revised, the vendor is required to provide new information relevant to the specific material to each City location receiving the material.

Contractor is to replace the MSDS with the appropriate Globally Harmonized System Safety Data Sheet (SDS) once the SDS becomes available.

24.) Notification of Material Changes in Business

Contractor agrees that if it experiences any material changes in its business including, without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition which may jeopardize the scheduled delivery or fulfillment of Contractor's contractual obligations to the City. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Procurement Services Division reserves the right at its sole discretion to terminate the Contract either for cause or for convenience as provided in Section 9 of these General Conditions.

25.) Payment and Invoicing

Unless otherwise specified in the Contract Documents, payment for services rendered or materials provided and accepted by City will be made monthly, in arrears, after receipt of a proper invoice.

26.) Protection of Existing Facilities

Contractor shall take every precaution to protect all public and private property during the performance of the Contract. Any damages caused by Contractor's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor.

27.) Guarantee

By submitting its bid, the Contractor guarantees that all merchandise delivered and/or work or services performed under the Contract shall meet the minimum requirements set forth herein. If it is determined by the City that the merchandise delivered or work or services performed do not meet the minimum requirements of the Contract, the Contractor shall be required to correct the same at Contractor's sole expense.

SECTION IV

SPECIAL PROVISIONS
AND
SPECIFICATIONS

1.) AUTHORIZED DISTRIBUTOR OR MANUFACTURER

The successful bidder warrants that they are an authorized distributor or manufacturer for all of the products that they sell to the City under this contract.

2.) BRAND NAME

a. Unless otherwise indicated, brand names and numbers, when used, are for reference to indicate the character or quality desired.

b. Equal items will be considered, provided offer clearly describes the merchandise. Offers for equal items shall state the brand name and manufacturer number. The determination of the Procurement Services Division as to what items are equal shall be final and conclusive.

c. When brand, number, or level of quality is not stated by the Contractor, it is understood that the offer is exactly as specified.

d. If submitting a proposal on a manufacturer's product other than that specified, Contractor must attach descriptive literature and specifications with the proposal.

e. If necessary, the burden of proof and cost of analysis to determine equality shall be that of the Contractor.

3.) CONTRACT PERIOD

Any contract(s) resulting from this proposal shall be effective for a two-year period starting from the date of award from City Council.

4.) COOPERATIVE PURCHASING

If mutually agreeable to both parties, the use of any resulting contract may be extended to other government agencies. It shall be understood that all terms and conditions as specified herein shall apply. The City of Sacramento will not be an agent, partner or representative of any other government agency as it relates to this specification and is not obligated or liable, including, but not limited to, payment for an order placed by any other government agency.

5.) DEFAULT BY CONTRACTOR

In case of default by Contractor, the City reserves the right to procure the articles or services from other sources and to hold the Contractor responsible for any excess costs occasioned to the City thereby.

6.) DELIVERY GUARANTEE

Contractor shall guarantee delivery of any contract item within 48 hours after receipt of order (ARO). Each weekend day or holiday within the time frame shall extend the delivery period per 24 hours. Emergency orders shall be delivered the same day, if placed prior to 10:00 a.m. Pacific Time, or next day if placed after 10:00 a.m. The City of Sacramento will solely determine an emergency order. Failure to comply with emergency orders may be cause for termination.

7.) DELIVERY HOURS

Delivery hours will vary for each facility. It is the responsibility of the Contractor to consult with each City facility to determine an optimum time for delivery

8.) DISPENSERS

The necessary amount and correct style of dispensers for each facility will be provided free-of-charge by the Contractor. Installation and repairs of the dispensers will be at the direction of the City. Dispensers that are no longer functional will be removed by the Contractor. Contractor may be asked to safely dispose of old dispensers in an ecologically-friendly manner.

9.) F.O.B./FREIGHT

All items are to be supplied F.O.B., Delivered, freight prepaid and allowed. Contractor will bear and pay freight charges at time of shipment and will hold title to goods up until they are received by the City of Sacramento at the shipping destination. Contractor will be responsible for filing all claims for damaged or lost goods.

10.) LABELING

All shipping cartons shall be labeled externally with the product number contained therein as well as the name of the product and the quantity contained in the carton.

11.) MODIFICATION OF CONTRACT

The City may order changes in the work herein required and may order extra work in connection with the performance of the contract and the Contractor may comply with such orders, except that:

A. If changes in requirements, reports, or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract will be increased or decreased by such amount as the Contractor and the Procurement Services Manager may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work.

B. No order for any alteration, modification, or extra work which will increase or decrease the cost of the work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Procurement Services Manager. No oral statement of any person shall in any manner or degree modify or otherwise affect the terms of this contract, including the requirements of the specifications.

12.) PRICING

Pricing during the term of this agreement will be applied as follows:

A) Contract Items - Prices for contract items (see Pricing Schedule) are to be firm for the first year of the contract.

Price increases will not be granted retroactively and request for adjustment must be received in writing by the City's Procurement Services division. The City reserves the right to terminate contract without further obligation by either party in the event price increases are not acceptable. The City is also to be given benefit of any decline in prices immediately upon the manufacturer's effective date of such decline. Requests for price increases shall be accompanied by Manufacturer's Price Lists or regularly published price lists of the Contractor which substantiate the request for price change.

B) Catalog Items - For items normally carried in inventory by the Contractor, but not specifically identified as contract items, the City is to receive discounts equal to or greater than the most favorable discount offered to other customers by the Contractor.

C) Special Orders - For items not identified as contract items and non-catalog (non-inventory) items, quotations may be solicited as deemed appropriate by the City on a case-by-case basis.

Note: Special promotions such as early order programs shall be offered to the City.

13.) PURCHASE ORDER

1. A Purchase Order will be issued to the Contractor on behalf of each of the City organization(s) who will be ordering items/services covered in the contract. The Purchase Order will be enclosed with the resulting contract or will be issued shortly thereafter, and will become an integral part of the resulting contract. Each Purchase Order will cite a specific dollar value to cover a particular item or specified period of time. If a contract is for a specific period of time and extends beyond the close of the City's fiscal year of June 30th, additional purchases order may be issued for each fiscal year.

2. The Purchase Order does not supersede any provision of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto.

3. Delivery of material and/or services shall not begin until receipt of the Purchase Order and/or other notification by the City Procurement Services Manager.

14.) QUANTITIES (ESTIMATED)

The quantities stated in the pricing schedule are estimates only of the City's requirements. Contractor agrees to furnish more or less than the estimates at the unit prices quoted in accordance with availability of funds and actual needs as they occur throughout the contract period.

15.) QUANTITIES UNRESTRICTED

The City is not limited to purchase all of its requirements from any contract resulting from this request.

16.) SAFETY REQUIREMENTS

All services and merchandise must comply with current California State Division of Industrial Safety Orders and O.S.H.A.

17.) SAMPLES

Prior to the award of the contract, the City may require that samples be submitted for evaluation and/or testing. The samples provided by the Contractor shall represent the exact items and/or products proposed and to be supplied. The City may perform selected inspections and tests to verify that the items and/or products proposed meet the requirements of this specification.

Samples must be received within five (5) working days of the request for pre-award samples. Failure to satisfy any of the City's requirements and/or specifications may result in the rejection of the bid.

Samples, when required, shall be furnished free of cost of any sort to the City of Sacramento.

18.) SERVICE PROVIDERS CONTRACTED BY THE CITY

The successful Contractor shall make the pricing and terms and conditions available to any and all Contractors hired by the City to provide janitorial service to City facilities.

19.) SHELF LIFE

Products having an expiration date shall be delivered with maximum unexpired time remaining. Unless otherwise qualified, Contractor agrees to exchange outdated unopened packages with unexpired material without cost to the City except that transportation costs may be charged. All expiration dates must be listed on the outside of the package.

20.) SUBCONTRACTS AND ASSIGNMENTS

No portion of the goods or services, except for delivery, may be subcontracted in whole or in part, nor assigned by the Contractor, nor may assignment of any money due or to become due the Contractor under this contract be made without the prior written consent of the City.

21.) SUBSTITUTE PRODUCTS

If, in the event of a manufacturer product change, the proposed and/or awarded item is no longer available, the vendor must immediately notify the Procurement Services Division Contract Manager for approval of allowable substitute product.

22.) USAGE REPORTS

Contractor is to furnish Usage Reports in Excel or a format approved by the City to the Procurement Services Contract Manager on a quarterly basis for all sales to City departments (Jan – Mar, Apr – Jun, Jul – Sep, Oct – Dec).

Each quarterly workbook is to contain a separate worksheet for each City account. At a minimum, the sheet shall contain:

- Item or product number
- Manufacturer name
- Manufacturer number
- Name of the item – must be spelt exactly as it appears on the container
- Quantity ordered
- Sell price
- Units Purchased
- Extended price

In addition, the report shall also contain a pivot table or separate worksheet with a cumulative total of each item purchase by the City.

23.) WARRANTY (COMMERCIAL)

The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract.

24.) WEBSITE ORDERS

The Contractor shall have a secure website using SSL (secure socket layer) for the purpose of placing orders electronically. Website ordering platform must integrate with stock management system. The ordering history for each City division must be available to the City division at the time an order is placed.

25.) CATEGORY A: PAPER PRODUCTS SPECIFICATIONS

- Products are to be made utilizing de-inking and bleaching processes that are free of chlorine.
- Product and packaging are to be free from all but trace amounts of heavy metals.

26.) CATEGORY B: GLOVES

- All gloves are powder-free, single-use (disposable), and manufactured using USDA accepted materials.
- Box count may be determined by weight.
- Latex gloves are textured for improved grip, medical-grade (used to protect the wearer from biological organism transmission), and non-sterile sterility.
- Latex gloves must meet or exceed ASTM D3578-99 and ASTM D5151-99 standards.
- Nitrile gloves are chemical-resistant and non-medical.
- Vinyl gloves are non-sterile with a rolled cuff.

27.) CATEGORY D: TRASH CAN LINERS

- Liners are to meet the standards for recycled contact as detailed in the State of California Public Resources Code Sections 42290 – 42298.
- Flat bottom construction, seamless tubular construction, flat folded in cartons for one-at-a-time dispensing, contains no heavy-metal additives.
- Cartons are to be composed of a minimum of 60% recycled content printed with soy-based or water-based inks.

28.) CATEGORY F AND CATEGORY G: USAGE INSTRUCTIONS AND TRAINING

- The successful contractor shall offer to each City division purchasing items under this contract from Category F or Category G the necessary training on proper handling of all chemicals and hazardous materials. Training shall be by a qualified or certified advisor. Training is to include instruction on proper dilution rates, personal protection equipment required, and all other procedures necessary to successfully use or apply the product. Training will be at no charge.

- New product(s) shall require on-site training by the advisor upon request, also at no additional cost.

- Contractor is to maintain a database with the names of all City employee(s) who attended training, the City division that the employee is assigned to, the training date(s) and type of training received.

SECTION V

BIDDER RESPONSE DOCUMENTS

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "Bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefor, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, and any Addenda, Amendments, Special Provisions, Specifications, Plans or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents, referred to herein as the Contract Documents, are fully incorporated herein by this reference and are collectively referred to as the Contract. By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder:

Name of Contractor:	Waxie's Enterprises, Inc. dba Waxie Sanitary Supply		
Address:	901 No. Canyons Parkway		
City / State / ZIP:	Livermore, CA 94551		
Phone:	866.299.9964	Fax:	925.215.2225
Email address:	jbielenberg@waxie.com		
Fed. Tax ID #:	94-264-7607	State Tax ID #:	
City of Sacramento Business Operations Tax Certificate #:			
Type of Business Entity (Check one):	☐ Individual/Sole Proprietor ☐ Partnership ☒ Corporation ☐ Limited Liability Co ☐ Other (specify): _____		

By:

Signature:	✓		
Printed Name:	JOHN C. BIELENBERG		
Title:	Vice-President	Date:	July 21, 2014

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

The person signing this Agreement for the CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this agreement on behalf of the CONTRACTOR and to bind the CONTRACTOR to the performance of its obligations herein.

Incomplete information may render a bid "non-responsive":

1.) Local Business Sales/Use Tax Deduction

In order to identify those bids that are subject to the City's local sales or use tax, all bidders shall respond to the following:

Does the bidder have fixed offices or locally taxable distribution points within the boundaries of the City of Sacramento?

☒ **NO** ☐ **YES, 1% bid preference**

If the answer is "Yes", please provide the street address of this Sacramento location:

2.) Local Business Enterprise (LBE) Participation

Is your firm an LBE as defined under City Code section 3.60.270?

☒ **NO** ☐ **YES, 5% participation requirement**

If the answer is "Yes", please provide the street address of this Sacramento location:

If the answer is "Yes", please provide the **City of Sacramento Business Operations Tax Certificate** number AND submit a copy of the current certificate:

If applicable, provide the **County of Sacramento Business License Number** AND submit a copy of the current license in addition to or in place of the City information:

3.) Business Operations Tax Certificate ("BOTC")

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a **Business Operations Tax Certificate** and pay the applicable tax if necessary. Successful bidders will be REQUIRED to show compliance with this requirement prior to award of the contract.

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500.

A copy of the BOTC must be submitted by the successful bidder within ten working days of the Notice of Intent to Award.

4.) Delivery Guarantee

Contractor guarantees delivery within maximum two working days after receipt of the order.

5.) Prompt Payment Discount

Do you offer a prompt payment discount for purchases made by the City of Sacramento?

☒ **NO** (net 30 days) ☐ **YES**

If yes: The discount is _____% *-- or--* $_____ for payment within _____ calendar days computed from the date that the delivery is accepted by the City or the date that a correct invoice is received by the proper City department (the "Bill To:" address on the PO), whichever is later.

Discounts for payments made in less than 20 calendar days will not be considered as part of the bid evaluation.

6.) Electronic Funds Transfer (EFT)

Do you have the ability to accept electronic payments (EFT)?

☐ **NO** ☒ **YES**

If yes: The discount offered for EFT is None %.

NOTE: this information is for informational purposes only; there is no bid preference offered.

7.) Certificate of Insurance

Successful bidders are REQUIRED to submit the necessary Certificate(s) of Insurance as called for in the General Conditions within ten working days after Notification of Intent to Award.

8.) Insurance Coverage Waivers

a.) **AUTOMOBILE:** No automobile liability insurance shall be required if the CONTRACTOR completes the following certification:

"I certify that a private motor vehicle will not be used in the delivery of supplies or performance of any work or services under this agreement. Any deliveries of supplies shall be via common carrier."

_____ **(CONTRACTOR initials)**

b.) **WORKERS' COMPENSATION:** No Worker's Compensation insurance shall be required if the CONTRACTOR completes the following certification:

"I certify that my business has no employees and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance."

_____ **(CONTRACTOR initials)**

9.) Training Program

All bidders submitting prices for Category F and/or Category G are required to submit the name of the employee in charge of training, a brief description of the background of this individual, and a brief description of the training program. Submit information on a separate sheet of paper, if necessary.

Trainer: Freddy Estrella & Dale Pesavento

Trainer's background:

Freddy Estrella - Sales Manager for the ED GOV Vertical Market Meeting - 6 years experience in the janitorial/custodial sanitary industry

Dale Pesavento - Chemical and Equipment Specialist for Norcal Division - 15 years experience in the jan/san industry

Training program:

Sustainable Green LEED Programs

E-Commerce & Budgets/Online Ordering

Safety in and around the workplace

OSHA Training and MSDS Sheet Training

Chemical Safety processes and issues

Classroom & hands-on training
Equipment Training & lifting procedures

Evening (if necessary) and On-Site Training

10.) Repair charges

Hourly rate for repairs to dispenser systems: $ 64.00

Minimum charge for on-site repairs: $ 80.00

11.) Equal Benefits Ordinance ("EBO") Declaration of Compliance

Name of Contractor:	Waxie's Enterprises, Inc. dba Waxie Sanitary Supply
Address:	Corporate Headquarters 9353 Waxie Way
City/State/ZIP:	San Diego, CA 92123

The above-named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements").

2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").

3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:

   a. Bereavement Leave
   b. Disability, life, and other types of insurance
   c. Family medical leave
   d. Health benefits
   e. Membership or membership discounts
   f. Moving expenses
   g. Pension and retirement benefits
   h. Vacation
   i. Travel benefits
   j. Any other benefit offered to employees

   Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

   a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

   b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.

c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.

d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.

e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.

f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.

g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).

h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuses to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.

5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of $50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.

7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.

8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

By:

Signature:			
Printed Name:	JOHN C. BIELENBERG		
Title:	Vice-President	Date:	July 21, 2014

12.) Bid Sheet (price schedule)

Refer to Appendix A ("Janitorial Supplies Bid Sheet").

1. Enter the Manufacturer's name in the appropriate field for each product that does not state "NO SUBSTITUTES" in the description field.
2. Enter the Product Name and the Manufacturer's number in the appropriate field for each product that does not state "NO SUBSTITUTES" in the description field.
3. Enter the Bid Price in US Dollars in the spreadsheet field with that title. The Extended Price field will auto-populate as well as the Total amount for that Category.
4. Enter "no bid" in the Extended Price field if you do not wish to bid on a particular line item. All items in Category B or Category D must be bid in order not to be deemed non-responsive for either of these two categories.
5. Enter the percentage off of your catalog price for similar products in the category.
6. Enter the name of the firm in the "Bidder Name" line at the bottom of each page of Appendix A.
7. All pages of Appendix A must be submitted or the bid will be deemed non-responsive.

Exceptions to specifications must be submitted on a separate piece of paper. Exception page shall list the name of the contractor, the item number, and the deviation from the stated description or packaging count.

13.) Co-operative Purchasing Agreement (option)

Bidder may submit prices derived from a competitively bid co-operative purchasing agreement.

Submit the Bid Cover Page, Bidder's Response (Section V.) document, and Appendix A.
(A response to Section V. Item 11 "Equal Benefits Ordinance" is not required).

A copy of the contract shall be submitted prior to the consideration of award.

Co-operative Organization's Name: NONE

Contract Number: _____

Lead Agency: _____

THE CATEGORIES OF JANITORIAL SUPPLIES PRODUCTS ARE BEING SOLICITED IN ONE OF TWO WAYS: (1) NO SUBSTUTUTIONS, meaning that a specific product is required and no substitutions are acceptable; (2) OR EQUIVALENT, meaning that products must meet or exceed the specifications of the product currently in use by the City

CATEGORY A: PAPER PRODUCTS

(ITEMS A-1 THROUGH A-10 WILL BE AWARDED BY LINE OR IN THE AGGREGATE AT PURCHASER'S DISCRETION)

Item No.	Description	Manufacturer	Product Name / Manufacturer number	Sales Unit (e.g. each, case, box, etc.)	Size of Container in Sales Unit (e.g. 1 gal or 2.5L)	Amount of product in each sales unit	Bid Price in US dollars for Sales Unit	Estimated Annual Usage (by Sales Unit)	Extended Price (Price for Sales Unit x Est Annual Usage)
A-1	Toilet Paper, **"EcoSoft" #61990 by Wausau; NO SUBSTITUTES.** 2-ply, embossed, OptiCore controlled, 3-3/4" x 4", 865 sheets/roll. Case of 36 rolls.	Wausau	EcoSoft #61990	CASE	n/a	36 rolls	$ -	130	NO BID
A-2	Toilet Paper, **"EcoSoft" #54900 by Wausau; NO SUBSTITUTES.** 2-ply, embossed, standard core, 3-3/4" x 4-3/8", 500 sheets/roll. Case of 96 rolls.	Wausau	EcoSoft #54900	CASE	n/a	96 rolls	$ -	742	NO BID
A-3	Toilet Paper, **"Morex" #1957 by TehTung; OR EQUIVALENT.** 2-ply, standard core, 3-3/4" x 4-1/4" to 4-3/8", 500 sheets/roll, "tree-free" materials. 96 rolls per case.	Orchids/Waxie	Product Name: Waxie Kleenline 1996 Part Number: 851306	CASE	n/a	96 rolls	$ 27.99	134	$ 3,750.66
A-4	Toilet Paper, **"Solaris" #23501 by Livi OR EQUIVALENT.** Jumbo roll, 2-ply, 9" diameter, 1000' length, min. 80% RRF (Rapidly Renewable Fiber). 12 rolls per case.	Orchids/Waxie	Product Name: Waxie Kleenline 1996 Part Number: 851306	CASE	n/a	12 rolls	$ 27.99	4	$ 111.96
A-5	Toilet Seat Cover, half-fold, self-disposing, biodegradable, 100% recycled w/ min. 20% post consumer waste, Green Seal GS-1 or UL EcoLogo 175. 250 sheets per sleeve w/ 20 sleeves per case (5,000 covers per case).	Hospeco	Product Name: HSC DS 5000 DISCREET SEAT COVERS Part Number: 851557	CASE	n/a	5000 covers	$ 23.86	20	$ 477.20
A-6	Towels, roll, **"EcoSoft" #31400 by Wausau; NO SUBSTITUTES.** Controlled roll, 8" x 800', 100% recycled w/ 50% post consumer waste, Green Seal GS-1 or UL EcoLogo 175. Six (6) rolls per case	Wausau	EcoSoft #31400	CASE	n/a	6 rolls	$ -	420	NO BID
A-7	Towels, multifold, **"EcoSoft" #48000 by Wausau; NO SUBSTITUTES.** 9-1/8" x 9-1/2" flat. 250 towels per wrapped pack, 16 packs per case.	Wausau	EcoSoft #48000	CASE	n/a	16 packs	$ -	336	NO BID
A-8	Towels, single-fold, **"EcoSoft" #47000 by Wausau; NO SUBSTITUTES.** 9" x 10" flat. 250 towels per wrapped pack, 16 packs per case.	Wausau	EcoSoft #47000	CASE	n/a	16 packs	$ -	92	NO BID

A-9	Wipers, roll, **"Wypall X80" #41055 by Kimberly-Clark; OR EQUIVALENT.** 12-1/2" x 13-3/8", roll length 530 ft., 475 towels per roll.	Kimberly Clark	Product Name: 41055 WYPALL X80SHO PRO TOWEL Part Number: 440164	ROLL	n/a	1 roll	$ 48.35	36	$ 1,740.60
A-10	Wipers, flat, **"Wypall X60" #34015 by Kimberly-Clark; OR EQUIVALENT.** 12-1/2" x 16-7/8". 180 wipers per case.	Kimberly Clark	Product Name: 34015 WYPALL X60 TERI REINFORCED WIPERS Part Number: 440590	CASE	n/a	180 wipers	$ 12.82	122	$ 1,564.04
Percentage off of your catalog price for similar products in this category =			66%					**TOTAL =**	$ 7,644.46

CATEGORY B: GLOVES
(ITEMS B-1 THROUGH B-6 WILL BE AWARDED IN THE AGGREGATE)

Item No.	Description	Manufacturer	Product Name / Manufacturer number	Sales Unit (e.g. each, case, box, etc.)	Gloves per box	Boxes per shipping case (informational purposes only)	Bid Price in US dollars for Sales Unit	Estimated Annual Usage (Sales Unit)	Extended Price (Price for Sales Unit X Annual Usage)
B-1	Gloves. **Lifeguard #1202; OR EQUIVALENT.** Natural rubber latex, 4.7 mil, **small**, 9.5" length. 100 ambidextrous gloves per box.	Hospeco	Product Name: LATEX PF SMALLEXAM GRADE Part Number: GL-L-106FS	BOX	100	10	$ 4.44	200	$ 888.00
B-2	Gloves. **Lifeguard #1203; OR EQUIVALENT.** Natural rubber latex, 4.7 mil, **medium**, 9.5" length. 100 ambidextrous gloves per box.	Hospeco	Product Name: LATEX PF MEDIUM EXAM GRADE Part Number: GL-L106FM	BOX	100	10	$ 4.44	444	$ 1,971.36
B-3	Gloves. **Lifeguard #1204: OR EQUIVALENT.** Natural rubber latex, 4.7 mil, **large**, 9.5" length. 100 ambidextrous gloves per box.	Hospeco	Product Name: LATEX PF LARGE EXAM GRADE Part Number: GL-L106FL	BOX	100	10	$ 4.44	452	$ 2,006.88
B-4	Gloves. **Lifeguard #1205: OR EQUIVALENT.** Natural rubber latex, 4.7 mil, **extra-large**, 9.5" length. 100 ambidextrous gloves per box.	Hospeco	Product Name: LATEX PF XL EXAM GRADE Part Number: GL-1106FX	BOX	100	10	$ 4.44	164	$ 728.16
B-5	Gloves. **SSS #GNPRLG; OR EQUIVALENT.** Nitrile, 6.0 mil, **large**. 100 ambidextrous gloves per box.	Hospeco	Product Name: NITRILE PF EXAM GRADE BLUE Part Number: GL-N106FL	BOX	100	10	$ 5.11	80	$ 408.80
B-6	Gloves. **SSS #GVEPXL; OR EQUIVALENT.** Vinyl, 5.0 mil, **extra-large.** 100 ambidextrous gloves per box.	Hospeco	Product Name: VINYL PF XLG EXAM GLOVES Part Number: GL-V104FX	BOX	100	10	$ 2.85	34	$ 96.90
Percentage off of your catalog price for similar products in this category =			65%					**TOTAL =**	$ 6,100.10

CATEGORY C: PERSONAL CARE

(ITEMS C-1 THROUGH C-7 WILL BE AWARDED BY LINE OR IN THE AGGREGATE AT PURCHASER'S DISCRETION)

Item No.	Description	Manufacturer	Product Name / Manufacturer number	Sales Unit (e.g. each, case, box, etc.)	Size of Container in Sales Unit (e.g. 1 gal or 2.5L)	Number of Items per Sales Unit	Bid Price in US dollars per Sales Unit	Estimated Annual Usage (by Sales Unit)	Extended Price (Price for Sales Unit x Est Annual Usage)
C-1	Soap, foam. **Aero Blue #34183 by Deb or SSS #34087; OR EQUIVALENT.** Green Seal Non-clogging, anti-drip. GS-41 or UL 2784. 1 liter recyclable container.		Product Name: _____ Part Number: _____	EACH	1 liter	1	$ -	256	NO BID
C-2	Soap, foam. **Aero Green #53111 by Deb; OR EQUIVALENT.** Antibacterial w/ triclosan. Non-clogging, anti-drip. Green Seal GS-41 or UL 2784. 1 liter recyclable container.		Product Name: _____ Part Number: _____	EACH	1 liter	1	$ -	32	NO BID
C-3	Soap, bar. **Dial #910; OR EQUIVALENT.** Deodorant, unscented. 3.5 to 4.0 oz., individually wrapped. 72 bars per case.	Procter & Gamble	Product Name: IVORY BAR SOAP 3.1 OZ 24/3 BAR PACKS/CS Part Number 381437	CASE	3.5 to 4.0 oz.	72	$ 29.87	6	$ 179.22
C-4	Hand Sanitizer. **Purell #3659; OR EQUIVALENT.** 70% ethyl alcohol. 12 oz. container; 12 containers per case.	GOJO	Product Name: PURELL HAND SNTZER ALOE 12/12OZ PUMP Part Number: 381780	CASE	12 oz.	12	$ 50.59	20	$ 1,011.80
C-5	Tampons. **Tampex HOS T500; NO SUBSTITUTES.** Original, regular absorbent, packaged in vending tube, 5-1/8" x 11/16". 500 per case.	Tampex	HOS T500 Tampons	CASE	n/a	500	$ 52.11	2	$ 104.22
C-6	Liners. **SSS / RMC #25025088; OR EQUIVALENT.** Disposable feminine hygiene liners, waxed #77 paper, folded double seam, undercut opening, for use in RMC dispenser. 500 per case.	Hospeco	Product Name: PAPER LINER FLOOR RECEPTACLE Part Number:820735	CASE	n/a	500	$ 15.25	4	NO BID
C-7	Tissues, lens cleaners. **MD #8574 GM; OR EQUIVALENT.** Pre-moistened, non-silicone, anti-static, neutral pH, 5" x 8" folded. 100 individually wrapped tissues in a dispenser-style box.		Product Name: _____ Part Number: _____	BOX	n/a	100	$ -	54	NO BID
Percentage off of your catalog price for similar products in this category =			35 to 45%					**TOTAL =**	$ 1,295.24

CATEGORY D: TRASH CAN LINERS

(ITEMS D-1 THROUGH D-11 WILL BE AWARDED IN THE AGGREGATE)

Item No.	Description	Manufacturer	Product Name / Manufacturer number	Sales Unit (e.g. each, case, box, etc.)	Number of bags per Sales Unit	Bid Price in US dollars per Sales Unit	Estimated Annual Usage (by Sales Unit)	Extended Price (Price for Sales Unit x Est Annual Usage)

D-1	Liner. 24" x 23" clear, 7-10 gallon capacity, **0.8 mil** LLDPE, 80% recycled w/ 10% post consumer resin. 500 bags per case.	**Heritage Bag**	Product Name: 24x23 .7 MIL CLEAR 8-10 GL-1000/CS Part Number: 700096	CASE	500	$ 49.84	70	$ 3,488.80
D-2	Liner. 24" x 23" clear, 7-10 gallon capacity, **1.0 mil** LLDPE, 80% recycled w/ 10% post consumer resin. 500 bags per case.	**Heritage Bag**	Product Name: 24X23 1 MIL BLACK CORELESS ROLL 250/CS Part Number: 709047	CASE	500	$ 35.53	72	$ 2,558.16
D-3	Liner. 33" x 39" clear, 33 gallon capacity, **1.5 mil** LLDPE, 80% recycled w/ 10% post consumer resin. 125 bags per case.	**Heritage Bag**	Product Name: 35X39 1.5 MIL CLEAR 250/CS Part Number: 702529	CASE	125	$ 56.57	60	$ 3,394.20
D-4	Liner. 43" x 47" clear, 56 gallon capacity, **1.7 mil** LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case.	**Heritage Bag**	Product Name: 43x47 1.5 MIL CLEAR Part Number: 704762	CASE	100	$ 34.68	88	$ 3,051.84
D-5	Liner. 38" x 58" clear, 60 gallon capacity, **1.7 mil** LLDPE, 80% recycled w/ 10% post consumer resin. 50 bags per case.	**Heritage Bag**	Product Name: 38X58 1.5 MIL CLEAR 100/CS Part Number: 707073	CASE	50	$ 37.81	14	$ 529.34
D-6	Liner. 43" x 48" clear, 56 gallon capacity, **2.0 mil** LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case.	**Heritage Bag**	Product Name: SA 43X48 2 MIL CLEAR Part Number: 709463	CASE	100	$ 46.36	124	$ 5,748.64
D-7	Liner. 33" x 39" clear, 33 gallon capacity, **1.5 mil** LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case.	**Heritage Bag**	Product Name: 33x39 1.5 MIL CLEAR 250/CS Part Number: 702529	CASE	100	$ 56.57	240	$ 13,576.80
D-8	Liner. 33" x 39" clear, 33 gallon capacity, **2.0 mil** LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case.	**Heritage Bag**	Product Name: 33X39 2 MIL CLEAR special Part Number: 88HERH6639QC	CASE	100	$ 31.11	306	$ 9,519.66
D-9	Liner. 40" x 46" clear, 40-45 gallon capacity, **1.5 mil** LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case.	**Heritage Bag**	Product Name: 40X46 1.5 MIL CLEAR 125/CS Part Number: 709458	CASE	100	$ 39.50	160	$ 6,320.00
D-10	Liner. 40" x 46" clear, 40-45 gallon capacity, **2.0 mil** LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case.	**Heritage Bag**	Product Name: 40X46 1.5 MIL CLEAR 125/CS Part Number: 709458	CASE	100	$ 39.50	198	$ 7,821.00

D-11	Liner. 40" x 48" clear, 40-45 gallon capacity, 2.0 mil LLDPE, 80% recycled w/ 10% post consumer resin. 100 bags per case.	Heritage Bag	Product Name: 40X48 2 MIL CLEAR Part Number: 702530	CASE	100	$ 46.60	216	$ 10,065.60
Percentage off of your catalog price for similar products in this category =			65 to 67%				**TOTAL =**	$ 56,074.04

CATEGORY E: BRUSHES, MOPS, RAGS, SPONGES, & WIPES

(ITEMS E-1 THROUGH E-16 WILL BE AWARDED BY LINE OR IN THE AGGREGATE AT PURCHASER'S DISCRETION)

Item No.	Description	Manufacturer	Product Name / Manufacturer number	Sales Unit (e.g. each, case, box, etc.)	Bid Price in US dollars per Sales Unit	Estimated Annual Usage (by Sales Unit)	Extended Price (Price for Sales Unit x Est Annual Usage)
E-1	Brush. **Carlisle #40674; OR EQUIVALENT.** Toothbrush-style utility brush w/ nylon bristles, 7-1/4" length x 1/2" width w/ 1/2" bristle trim.	Carlisle	Product Name: NYLON TOOTHBRUSH STYLE DETAIL Part Number: 060550	EACH	$ 0.92	12	$ 11.04
E-2	Brush. **MD Brush #373804; OR EQUIVALENT.** Wire brush w/ handle, 13" length.	Carlisle	Product Name: WIRE BRUSH WITH SCRAPER Part Number: 060490	EACH	$ 1.81	94	$ 170.14
E-3	Cloth. **SSS Next Gen #19094; OR EQUIVALENT.** Glass cleaning microfiber, 16" x 16". Pack of 12.	Impact	Product Name: BLUE MICROFIBER TERRY CLOTH Part Number 770400	PACK	$ 7.13	6	$ 42.78
E-4	Broom. **SSS Duo Sweep #14048; OR EQUIVALENT.** Lobby broom, plastic w/ handle, 2 handle positions, flagged bristles, 11" width w/ 4" bristles.	Carlisle	Product Name: DUAL ANGLE LOBBY UPRIGHT BROOM Part Number: 051261	EACH	$ 2.40	24	$ 57.60
E-5	Mops. **SSS Value Plus #37112: OR EQUIVALENT.** Large, 1-1/4" headband looped end, bartacked single tailbind. 12 per case.	Carlisle	Product Name: 4 PLY LG COTTONBLND LP END MOP Part Number: 369424B00	CASE	$ 6.20	4	$ 24.80
E-6	Mops. **SSS Special Endless #37249; OR EQUIVALENT.** Dust mop refill, economy, slot pocket, 4-ply, endless twist yarn, 5" x 24".	Impact	Product Name: 36-IN FRINGED MF DRY MOP PAD CANVAS BACKING Part Number: 652102	EACH	$ 6.06	96	$ 581.76
E-7	Mops. **SSS #37373; OR EQUIVALENT.** Frame dust wire, nickel chrome plated, 5" x 24".	Premier	Product Name: _BIG MO #524F FRAME Part Number: 650822	EACH	$ 2.94	2	$ 5.88
E-8	Mops. **SSS #37833: OR EQUIVALENT.** Large, non-fraying looped 4-ply yarn, double tailwinds, 1/4" headband. 12 per case.	_____	Product Name: _____ Part Number: _____	CASE		12	NO BID
E-9	Mops. **SSS Level Best II #36264; OR EQUIVALENT.** Medium finish mop, continuous filament nylon yarn, looped end w/ tailbind, 1-1/4" headband.	Premier	Product Name: WAXIE SUPER FINISHMOP BLUE WHITE MED Part Number: 650391	EACH	$ 5.60	6	$ 33.60
E-10	Mops. **Premier #50660 or Unisan #1360; OR EQUIVALENT.** Dust mop heads, washable high-grade cotton, cut end, 4-ply, keyhole style, 5" x 60".	Premier	Product Name: 5X60 LAUNDRABLE DUST MOP BLUE Part Number: 88PRE50660	EACH	$ 12.86	20	$ 257.20
E-11	Mops. **Unisan #1336; OR EQUIVALENT.** Dust mop head, washable high-grade cotton, cut end, 4-ply, keyhole style, 5" x 36".	Premier	Product Name: BIG MO #536 DUST MOP HEAD Part Number 650831	EACH	$ 8.13	2	$ 16.26

E-12	Mop bucket. **SSS #16002; OR EQUIVALENT.** 35 quart capacity, side press metal wringer, 3" non-marking casters, accommodates mop sizes 12-32 oz.	Rubbermaid	Product Name: 7580 WVBRAKE COMBO SIDEPRESS 35QT YELLOW Part Number: 660252	EACH	$ 52.27	18	$ 940.86
E-13	Rags. **A&A Wiping Clothes #W35; OR EQUIVALENT.** T-shirt rags. 25 lbs. per case.	Wiper Central	Product Name: COLOR KNIT WIPING RAGS 25LBS Part Number: 770150	CASE	$ 16.67	48	$ 800.16
E-14	Rags. **A&A Wiping Clothes #W12255; OR EQUIVALENT.** Terry cloth rags. 20 lbs. per case.	_____	Product Name: _____ Part Number: _____	CASE		20	NO BID
E-15	Sponge. **SSS Duty #75122; OR EQUIVALENT.** Scrubbing w/ green pad, medium, 6-1/8" x 3-5/8" x 3/4". 20 per case.	3M	Product Name: WAXIE W74 MEDIUM DUTY SCRUBBING SPONGE Part Number: 350474	CASE	$ 15.63	104	$ 1,625.52
E-16	Toilet Bowl Mop. **Impact #200; OR EQUIVALENT.** Deluxe, 1 oz. mop head w/ acid-resistant polypropylene strands, polypropylene I-beam 12" handle, 14-1/8" L x 5-3/4" W x 5-3/4" H.	Impact	Product Name: 204W LITTLE DIPPER BOWL MOP Part Number: 060430	EACH	$ 0.55	88	$ 48.40
Percentage off of your catalog price for similar products in this category =			60 to 65%			**TOTAL =**	$ 4,616.00

CATEGORY F: CARPET CARE & FLOOR CLEANERS

(ITEMS F-1 THROUGH F-18 WILL BE AWARDED BY LINE OR IN THE AGGREGATE AT PURCHASER'S DISCRETION)

Item No.	Description	Manufacturer	Product Name / Manufacturer number	Sales Unit (e.g. each, case, box, etc.)	Size of Container in Sales Unit (e.g. 1 gal or 2.5L)	Diluted gallons (medium soil)	Bid Price in US dollars per Sales Unit	Estimated Annual Usage (by Sales Unit)	Extended Price (Price for Sales Unit x Est Annual Usage)
F-1	Baseboard Stripper. **SSS Baseboard Stripper #05298; OR EQUIVALENT.** Wax and built-up finish stripper, paint and plastic safe. 18 oz. aerosol spray canister w/ 12 canisters per case.	Waxie	Product Name: GREEN EDGE OFF 16OZ/12/CS Part Number: 320971	EACH	18 oz.	n/a	$ 2.81	24	$ 67.44
F-2	Carpet Cleaner. **3M Twist 'n' Fill #20200; OR EQUIVALENT.** No-rinse, low foaming formula for use with mop or automatic scrubber. Must be GS-37 or UL-2795 certified. 2-liter bottle yields 207 gallons w/ 6 bottles per case.	3M	Product Name: TNF 3H NEUTRAL CLEANER Part Number: 325440	EACH	2-liter	207 gallons	$ 34.26	2	$ 68.52
F-3	Carpet Cleaner. **Fridays Steam Out #7919; OR EQUIVALENT.** Extraction carpet cleaner, non-residual. 1 gallon bottle w/ 4 bottles per case.	Waxie	Product Name: STEAM IT CLEAN EXTRACT CLEANER -4X1 GL Part Number: 070274	EACH	1 gallon	n/a	$ 8.88	120	$ 1,065.60

F-4	Carpet Cleaner. **Racine Industries Host #4hb; NO SUBSTITUTES.** Biobased dry extraction. GS-37 certified. 12 lb. box.	Racine Industries	Host 4hb- 070912	BOX	12 lbs.	n/a	$ 28.80	2	$ 57.60
F-5	Carpet Cleaner. **SSS Heavy-Duty #05032; OR EQUIVALENT.** Cleans and degreases, localized spot remover. 15 oz. aerosol spray canister w/ 12 canisters per case.	Waxie	Product Name: HIP SHOT AEROSOL 12/19OZ Part Number: 070740	CANISTER	15 oz.	n/a	$ 3.05	24	$ 73.20
F-6	Carpet Cleaner. **SSS N-Capsul-8 #48072; OR EQUIVALENT.** Encapsulating, low moisture dry non-sticky crystal, no-rinse. UL EcoLogo certified. 1 gallon bottles w/ 4 per case.	Waxie	Product Name: WAXIE-GREEN ENCAPSULATING CARPET SPIN BONNET SHAMPOO Part Number: 070661	EACH	1 gallon	n/a	$ 12.79	8	$ 102.32
F-7	Floor Cleaner. **Fridays Speed Kleen #1604; OR EQUIVALENT.** Neutral pH, no rinse, cleans and brightens hard floor surfaces. 1 gallon bottles w/ 4 bottles per case.	Waxie	Product Name: BALANCE NEUTRAL-PH HARD SURFACE CLEANER & ODOR COUNTERACT Part Number: 320024	CASE	1 gallon	n/a	$ 24.91	48	$ 1,195.68
F-8	Floor Conditioner. **Johnson Diversey Easy Paks #90685; NO SUBSTITUTES.** Neutralizes alkaline residue, urine and other odors on hard floor, grout, and carpet. 1-1/2 oz. packets, 90 per tub w/ 2 tubs per case.	Johnson - Diversey	Easy Paks 90685 - 88DVI5412135	CASE	180 packets	pre-measured	$ 42.02	4	$ 168.08
F-9	Floor Finisher. **Fridays Dura Shine #3879; OR EQUIVALENT.** High gloss. 1 gallon bottles w/ 4 bottles per case.	Waxie	Product Name: SUNGLASSES FLOOR FINISH Part Number: 930014	CASE	1 gallon	n/a	$ 63.73	24	$ 1,529.52
F-10	Floor Finisher. **Johnson Diversey Aquaria #4117724; NO SUBSTITUTES.** Resilient floors, ready-to-use. Must be GS-40 or UL-2777 certified. 2.5 liter j-fill bottle w/ 6 per case.	Johnson - Diversey	Aquaria 4972026 - 932296	CASE	2.5 liter	n/a, RTU	$ 94.11	10	$ 941.10
F-11	Floor Finisher. **SSS Legacy #48052; OR EQUIVALENT.** Metal free floor seal and finish, UL EcoLogo certified. 1 gallon bottle w/ 4 bottles per case.	Waxie	Product Name: HIGH SOLIDS SEALER OR SEALER/FINISH Part Number: 930144	CASE	1 gallon	n/a	$ 44.45	4	$ 177.80
F-12	Floor Finisher. **SSS Slam Dunk 25 #48084; OR EQUIVALENT.** Ultra High Solids UHS system. 2.5 gallon bottle w/ 2 bottles per case.	Waxie	Product Name: INNOVATION EXTREME DURABILITY UHS FLOOR FINISH Part Number: 930104	EACH	2.5 gallon	n/a	$ 62.14	2	$ 124.28
F-13	Floor Prespray and Bonnet Cleaner. **SSS PreTreat Plus #48005; OR EQUIVALENT.** Ultra-low residue, safe on all types of carpet. 1 gallon bottles w/ 4 bottles per case.	Waxie	Product Name: GREEN ENCAPSULATING CARPET PRE-SPRAY Part Number: 070663	EACH	1 gallon	n/a	$ 55.87	8	$ 446.96

F-14	Floor Sealer. **Johnson Diversey Freedom SC #04630; NO SUBSTITUTES.** Non-ammoniated, solvenated. 2.5 liter j-fill bottle w/ 6 per case.	Johnson - Diversey	Freedom SC 04630 **321433**	CASE	2.5 liter	n/a	$ 97.10	6	$ 582.60
F-15	Floor Sealer. **SSS Baseline #48086; OR EQUIVALENT.** Acrylic, never yellows, excellent leveling, slip resistance 0.5 min. by ASTM D2047, removable w/ conventional strippers, coverage 1000-2000 sq. ft./gal. 2.5 gallon w/ 2 per case.	Waxie	Product Name: 5GL W300 UNDERCOATER & SEALER Part Number: 930522	EACH	2.5 gallon	1,500 gallons	$ 47.15	12	$ 565.80
F-16	Floor Stripper. **Fridays Speed Stripper #8840; OR EQUIVALENT.** Removes floor finish, mop or machine applicable. 5-gallon pail.	Waxie	Product Name: 5GL W400 STRIPPER Part Number: 320812	EACH	5 gallon	n/a	$ 21.02	16	$ 336.32
F-17	Floor Stripper. **Johnson Diversey Bravo #04576; NO SUBSTITUTES.** Non-ammoniated for use on resilient and non-resilient floors. 5 gallon box.	Johnson - Diversey	Bravo 04576 **321493**	BOX	5 gallon	n/a	$ 51.55	4	$ 206.20
F-18	Floor Stripper. **SSS Pit Stop #05298; OR EQUIVALENT.** Heavy duty for mechanical stripping, non-ammoniated, low foam, biodegradable, no abrasives. 2.5 gallon bottle w/ 2 bottles per case.	Spartn	Product Name: SPARTAN COG GREEN APC 101 4/2L Part Number: 320310	EACH	2.5 gallon	n/a	$ 35.72	4	$ 142.88
Percentage off of your catalog price for similar products in this category =			Diversey 45 to 50%; All others at 65%					**TOTAL =**	$ 7,851.90

CATEGORY G: CLEANERS, DEODORIZERS, AND DISINFECTANTS

(ITEMS G-1 THROUGH G-33 WILL BE AWARDED BY LINE OR IN THE AGGREGATE AT PURCHASER'S DISCRETION)

Item No.	Description	Manufacturer	Product Name / Manufacturer number	Sales Unit (e.g. each, case, box, etc.)	Size of Container in Sales Unit (e.g. 1 gal or 2.5L)	Diluted gallons (medium soil)	Bid Price in US dollars per Sales Unit	Estimated Annual Usage (by Sales Unit)	Extended Price (Price for Sales Unit x Est Annual Usage)
G-1	Absorbent. **Bid D D-Vour #164 or SSS Absorbent Powder #08049; OR EQUIVALENT.** Free-flowing powder, transforms liquids into odorless semi-solids, non-toxic, biodegradable, water soluble. 16 oz. canister w/ 6 canisters per case.	Waxie	Product Name: EMERGENCY CLEANUP POWDER-6/16OZ Part Number: 910730	CASE	16 oz. canister	n/a	$ 28.50	2	$ 57.00
G-2	Air Freshener. **SSS OmniAir #74361; NO SUBSTITUTES.** Odor management, 60 to 90 days; citrus scent. 6 canisters per case.	SSS	OmniAir 74361	CASE	regular	n/a		6	NO BID

G-3	Bleach, Liquid. **Kik Pure Bright #Bleach6; OR EQUIVALENT.** Industrial, chlorine-free. 1 gallon bottle w/ 6 bottles per case.	Waxie	Product Name: GERMICIDAL ULTRA BLEACH Part Number: 170016	CASE	1 gallon	n/a	$ 1.55	194	$ 300.70
G-4	Bleach, Powder. **Dial Borateem #00145; OR EQUIVALENT.** Chlorine-free. 5 lb. pail.	Waxie	Product Name: BRITE-N-WHITE 25# Part Number: 090131	EACH	5 lbs.	n/a	$ 13.70	16	$ 219.20
G-5	Cleaner. **3M #22-4730-2; OR EQUIVALENT.** 44L concentrate, mild acid, removes soap scum and scale from bathroom surfaces, hard surface. Green Seal GS-37 certified. 2-liter bottle.	3M	Product Name: TNF 44 BATHROOM CLEANER 6X2 L Part Number: 325584	EACH	2-liter	27 gallons	$ 94.39	22	$ 2,076.58
G-6	Cleaner. **Colgate-Palmolive Ajax #14278; OR EQUIVALENT.** Silica-based oxygen bleach powder. 21 oz. canister w/ 24 canisters per case.	Ajax	Product Name: AJAX 21 OZ CLEANSER Part Number: 870296	CASE	21 oz.	n/a	$ 20.68	32	$ 661.76
G-7	Cleaner. **Clorox Pine Sol #35418; OR EQUIVALENT.** Biodegradable phosphate-free liquid disinfectant and deodorizer. 144 oz. bottle w/ 3 bottles per case.	Lagasses	Product Name: PINE-SOL LEMON FRESH ALL PURPOSE CLEANER Part Number: 320360	CASE	144 oz.	n/a	$ 23.77	28	$ 665.56
G-8	Cleaner. **Johnson Diversey Alpha-HP #3401512; NO SUBSTITUTES.** #52 multi-purpose. Green Seal GS-37 certified. 2.5 liter j-fill bottle w/ 2 bottles per case.	Johnson - Diversey	Alpha-HP 3401512 329150	CASE	2.5 liter	n/a	$ 65.38	8	$ 523.04
G-9	Cleaner. **Johnson Diversey Crew #3172650; NO SUBSTITUTES.** #44 bathroom and scale remover. Green Seal GS-37 certified. 2.5 liter j-fill bottle w/ 2 bottles per case.	Johnson - Diversey	Crew 3172650 329130	CASE	2.5 liter	n/a	$ 62.32	6	$ 373.92
G-10	Cleaner. **Enzyme-X; OR EQUIVALENT.** Liquid. 1 gallon bottle.	Waxie	Product Name: MANGO PLUS LIQUID MICROBES QUART 12X1 QT, Part Number: 160730	EACH	1 gallon	n/a	$ 2.80	120	$ 336.00
G-11	Cleaner. **Champion MPC #CPN 640; OR EQUIVALENT.** No-rinse neutral multi-purpose. 1 gallon bottle w/ 4 bottles per case.	Waxie	Product Name: BALANCE NEUTRAL-PH HARD SURFACECLEANER & ODOR COUNTERACT Part Number: 320024	CASE	1 gallon	n/a	$ 24.09	18	$ 433.62
G-12	Cleaner. **Sheila Shine #SS-10; NO SUBSTITUTES.** Stainless steel polish and surface preservative. 10 oz. aerosol canister.	Sheila Shine	SS-10 - 750370	EACH	10 oz.	n/a	$ 5.04	144	$ 725.76

G-13	Cleaner. **P&G Spic and Span #8056; OR EQUIVALENT.** All-purpose, powder, non-phosphate, cleans grease stains, mold and mildew, and counter stains. 27 oz. box w/ 12 boxes per case.	Procter & Gamble	Product Name: SPIC & SPAN POWDER 12/27-OZ Part Number: 870361	CASE	27 oz.	n/a	$ 81.63	20	$ 1,632.60
G-14	Deodorizer. **3M Fresh Scent #23896; OR EQUIVALENT.** 13L Concentrate, low flow for use in filling bottles. 2-liter bottle w/ 6 bottles per case.	3M	Product Name: 3M TNF 13L FRESH SCENT DEODORIZER Part Number: 325555	EACH	2-liter	30 gallons	$ 86.49	14	$ 1,210.86
G-15	Deodorizer. **Clean Control Odor Ban #911062-G4; OR EQUIVALENT.** Odor eliminator. 1 gallon bottle w/ 4 bottles per case.	Waxie	Product Name: SPRING CLEAN MINT ODOR DISINFECTANT Part Number: 170284	EACH	1 gallon	32 gallons	$ 6.42	50	$ 321.00
G-16	Detergent, Laundry. **Lagasse Low-50; OR EQUIVALENT.** Low-foam. 50 lb. pail.	Waxie	Product Name: WAXIE SURE BRITE 100# Part Number: 530062	EACH	50 lbs.	n/a	$ 20.47	8	$ 163.76
G-17	Disinfectant. **3M Quat #17-9553-3; OR EQUIVALENT.** #5 quaternary cleaner, concentrate, twist 'n' fill low flow for use in filling bottles. 2-liter bottle.	3M	Product Name: 3M TNF 5L QUAT DISINFECTANT CLEANER Part Number: 325460	EACH	2-liter	127 gallons	$ 11.04	14	$ 154.56
G-18	Disinfectant. **WSD&D Lemon Kontrol: OR EQUIVALENT.** 1 gallon bottle w/ 4 bottles per case.	Waxie	Product Name: WAXIE LEMON QUAT DISINFECTANT CLEANER Part Number: 170394	CASE	1 gallon	n/a	$ 29.70	20	$ 594.00
G-19	Disinfectant. **Reckitt Benckiser Lysol #359979; OR EQUIVALENT.** Kills viruses and bacteria. 19 oz. aerosol canister w/ 12 canisters per case.	Lagasse	Product Name: PROFESSIONAL LYSOL DISINFECTANT SPRAY 19 OZ AEROSOL Part Number: 170711	CASE	19 oz.	n/a	$ 65.27	20	$ 1,305.40
G-20	Disinfectant. **Reckitt Benckiser Lysol #78915; OR EQUIVALENT.** Mold and mildew remover with bleach. 32 oz. bottle w/ trigger sprayer; 12 bottles per case.	Lagasse	Product Name: SA LAG LYSOL MILDEW REMOVER WITH BLEACH Part Number: 030357	CASE	32 oz.	n/a	$ 36.92	10	$ 369.20
G-21	Disinfectant. **Spartan NABC #711603; OR EQUIVALENT.** Non-caustic, non-acidic. 32 oz. bottle.	Waxie	Product Name: WAXIE DBBC DISIN BOWL BATHROOM CLEANER Part Number: 030090	EACH	32 oz.	n/a	$ 2.05	24	$ 49.20
G-22	Disinfectant. **CASE #13028; OR EQUIVALENT.** Quaternary, virucide. 1 gallon bottle.	Waxie	Product Name: LEMON QUAT 128 DISINFECTANT CLEANER Part Number: 170304	EACH	1 gallon	n/a	$ 11.23	10	$ 112.30

G-23	Disinfectant. **SSS Pleascent Clean #13007; OR EQUIVALENT.** Hospital grade, non-acidic. 32 oz. bottle.	Waxie	Product Name: DBBC DISIN BOWL BATHROOM CLEANER Part Number: 030090	EACH	32 oz. - SOLD IN QT	n/a	$ 2.05	48	$ 98.40
G-24	Disinfectant. **SSS Pleascent Neutra Shine #13025; OR EQUIVALENT.** Quaternary cleaner, neutral pH. 1 gallon bottle.	Waxie	Product Name:SPRING CLEAN MINT ODOR DISINFECTANT Part Number: 170284	EACH	1 gallon	64 gallons	$ 6.42	62	$ 398.04
G-25	Disinfectant. **Johnson Diversey Virex II #4329; NO SUBSTITUTIONS.** #5 quaternary, germicidal. 2.5 liter j-fill bottle w/ 2 bottles per case.	Johnson - Diversey	Virex II 4329 329260	CASE	2.5 liter	n/a	$ 54.27	18	$ 976.86
G-26	Glass Cleaner. **Johnson Wax Glance #3172641; NO SUBSTITUTIONS.** #2 non-ammoniated, streak-free. 2.5 liter j-fill bottle w/ 2 bottles per case.	Johnson Wax	Glance 3172641 - 329190	CASE	2.5 liter	1:40 dilution	$ 73.91	16	$ 1,182.56
G-27	Glass Cleaner. **SSS Blue #13065; OR EQUIVALENT.** Glass and surface cleaner, ammonia-based, non-streaking. 1 quart bottle w/ trigger sprayer w/ 4 bottles per case.	Waxie	Product Name: NO STREAK GLASS CLEANER Part Number: 950120	CASE	1 quart	n/a	$ 22.59	26	$ 587.34
G-28	Graffiti Remover. **Fridays #11323; OR EQUIVALENT.** Formulated for use on concrete, masonry, and stone, removes paint, crayon, marking inks, and grease. 32 oz. container w/ 12 container per case.	Waxie	Product Name: RITE AWAY II AEROSOL 12/16-OZ Part Number: 410233	CASE	32 oz.	n/a	$ 80.44	48	$ 3,861.12
G-29	Gum Remover. **3M #70-0711-6282-3; OR EQUIVALENT.** RTU liquid formulated to remove chewing gum, wax, and adhesives. 8 oz. bottle.	3M	Product Name: 3M GUM REMOVER RTU Part Number: 070455	EACH	8 oz.	n/a	$ 8.69	24	$ 208.56
G-30	Spray Bottle. Chemical resistant HDPE clear or milky white plastic w/ both ounces and millimeters marked, standard adjustable nozzle included, .9mL output.	Impact	Product Name: SPRAY BOTTLE Part Number: 890050	EACH	32 oz. capacity	n/a	$ 0.53	472	$ 250.16
G-31	Spray Bottle, Nozzle. Replacement trigger nozzle for 32 oz. bottle, 9-1/2" length on draw, (Item G-30).	Impact	Product Name: TRIGGER SPRAYER 22-32 OZ Part Number: 890040	EACH	n/a	n/a	$ 0.39	48	$ 18.72
G-32	Toilet Bowl Ring Remover. **Blast #1102; OR EQUIVALENT.** 32 oz. container.	Waxie	Product Name: KLEEN WHITE QT Part Number: 030191	EACH	32 oz. - SOLD IN QT	n/a	$ 1.68	48	$ 80.64

G-33	Urinal Screens. SSS #08030; OR EQUIVALENT. Flexible, flat. 12 screens per package.	Fresh Products	Product Name: WAVE 2.0 DEODORANT SCREEN CUCUMBER MELON 10/BX - 6BX/CS Part Number: 160344	PACK	n/a	n/a	$ 13.23	12	$ 158.76
Percentage off of your catalog price for similar products in this category =			40 to 60%					TOTAL =	$ 20,107.18

GRAND TOTAL (Categories A - G)	$ 113,688.92

Place holder for:

B.O.T.C.

Client#: 14809 WAXIENTE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/24/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Sue Maleta	
Barney & Barney P.O. Box 85638 CA License #0H18131 San Diego, CA 92122	PHONE (A/C, No, Ext): 858-550-4976	FAX (A/C, No): 858-909-9848
	E-MAIL ADDRESS: SueM@barneyandbarney.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Property Casualty Com	25674
INSURED Waxie's Enterprises, Inc. dba: Waxie Sanitary Supply P O Box 23506 San Diego, CA 92193-3506	INSURER B : American Guarantee and Liabilit	26247
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	X	Y6307A687123TIL13	11/01/2013	11/01/2014	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC							$
A	AUTOMOBILE LIABILITY			Y8107A687123TIL13	11/01/2013	11/01/2014	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR			CUP7A687123TIL13	11/01/2013	11/01/2014	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$5,000,000
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		WC931893102	10/01/2013	10/01/2014	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N]						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Automobile PD			Y8107A687123TIL13	11/01/2013	11/01/2014	$1,000 Comp DED $1,000 Coll DED	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED PER ATTACHED POLICY FORM NO. CG D4 58 10 08.

Waiver of subrogation applies on the workers compensation.

CERTIFICATE HOLDER

The City of Sacramento
915 I Street, New City Hall
Sacramento, CA 95814

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sue Maleta

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INSURED: Waxie's Enterprises, Inc.

POLICY #: Y6307A687123TIL13 POLICY PERIOD: 11/01/2013 TO 11/01/2014

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INTERNATIONAL XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- **A.** Broadened Named Insured
- **B.** Blanket Additional Insured – Broad Form Vendors
- **C.** Limited Worldwide Liability Coverage – Indemnity Basis
- **D.** Damage To Premises Rented To You
  - Perils of fire, explosion, lightning, smoke, water
  - Limit increased to $300,000
- **E.** Blanket Waiver of Subrogation
- **F.** Blanket Additional Insured – Owners, Managers or Lessors of Premises
- **G.** Blanket Additional Insured – Lessors of Leased Equipment
- **H.** Incidental Medical Malpractice
- **I.** Personal Injury – Assumed by Contract
- **J.** Amended Bodily Injury Definition
- **K.** Bodily Injury to Co-Employees and Co-Volunteer Workers
- **L.** Aircraft Chartered with Crew
- **M.** Non-Owned Watercraft – Increased from 25 feet to 50 feet
- **N.** Increased Supplementary Payments
  - Cost of bail bonds increased to $2,500
  - Loss of earnings increased to $500 per day
- **O.** Medical Payments – Limit increased to $10,000 per person
- **P.** Knowledge and Notice of Occurrence or Offense
- **Q.** Unintentional Omission
- **R.** Reasonable Force – Bodily Injury or Property Damage
- **S.** Transportation Expenses For Repatriation or Relocation of Injured Or Sick Employees

PROVISIONS

A. BROADENED NAMED INSURED

1. The following is added to **SECTION II – WHO IS AN INSURED**:

   Any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy qualifies as a Named Insured. However, coverage for any such organization will cease as of the date during the policy period that you no longer maintain ownership of, or majority interest in, such organization.

2. The following replaces Paragraph **4.a.** of **SECTION II – WHO IS AN INSURED**:

   a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, unless reported in writing to us within 180 days.

B. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

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a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and

b. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

a. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations of this Coverage Part, whichever are less.

b. The insurance provided to such vendor does not apply to:

(1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(2) Any express warranty unauthorized by you;

(3) Any physical or chemical change in "your products" made intentionally by such vendor;

(4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(5) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

(6) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or

(7) "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such vendor.

Coverage under this provision does not apply to:

a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or

b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

C. LIMITED WORLDWIDE LIABILITY COVERAGE – INDEMNITY BASIS

1. The following replaces the definition of "coverage territory" in the **DEFINITIONS** Section:

"Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place; or

(2) The "personal injury" or "advertising injury" is caused by an offense committed;

in the course of travel or transportation between any places included in Paragraph a. above; or

c. All other parts of the world except the "prohibited area", but only if the injury or damage arises out of:

(1) Goods or products made, sold, handled or distributed by you, or services provided by you to your customers or clients, in the territory described in Paragraph a. above;

(2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or

(3) "Personal injury" or "advertising injury" offenses committed through the Internet or similar electronic means of communication;

provided that the insured's responsibility to pay damages is determined in a "suit" on the merits brought anywhere in the world except the "prohibited area", or in a settlement we agree to.

With respect to "occurrences" that take place, or "personal injury" or "advertising injury" offenses committed within the territory described in Paragraph c. above, the following conditions apply:

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(i) This insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(ii) This insurance is not a substitute for "compulsory admitted insurance" in any country or jurisdiction included in Paragraph **c.** above, regardless of whether this insurance would qualify as "compulsory admitted insurance" in such country or jurisdiction or is accepted by the appropriate authorities as proof of "compulsory admitted insurance".

You agree to maintain "compulsory admitted insurance" at the limits required by law. Your failure to do so will not invalidate the coverage provided for such "occurrences" or offenses, but we will only be liable to the same extent we would have been liable had you maintained "compulsory admitted insurance".

For purposes of this Paragraph **(ii)**, "compulsory admitted insurance" means insurance that is:

(1) Required to be in-force to satisfy the legal requirements of a specific country or jurisdiction; and

(2) Issued by an insurance fund administered by such country or jurisdiction or issued by an insurer licensed or permitted by law to do business in such country or jurisdiction.

(iii) With respect to defending the insured against, or the investigation or settlement of, any claim or "suit" brought against the insured, the following will apply:

(1) The phrase "We will pay....." in the first sentence of Paragraph **1.a.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and Paragraph **1.a.** of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** is replaced by the phrase "We will indemnify the insured for....".

(2) You must arrange to defend the insured against, and investigate or settle, any claim or "suit".

(3) Neither you nor any other involved insured will make any settlement without our consent.

(4) We will pay expenses incurred with our consent for your defense of the insured against any "suit" seeking damages for "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies.

(5) We may, at our discretion, participate in defending the insured against, or in the settlement of, any claim or "suit".

2. The following is added to the **DEFINITIONS** Section:

"Prohibited area" means any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction.

D. DAMAGE TO PREMISES RENTED TO YOU

1. The following replaces the last paragraph of Paragraph **2., Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Exclusions **c.** through **n.** do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

a. Fire;

b. Explosion;

c. Lightning;

d. Smoke resulting from such fire, explosion, or lightning; or

e. Water.

A separate limit of insurance applies to such damage to premises as described in Paragraph **6.** of Section **III** – Limits Of Insurance.

This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

a. Rupture, bursting, or operation of pressure relief devices;

b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;

c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

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2. The following replaces Paragraph **6.** of **SECTION III – LIMITS OF INSURANCE**:

   Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; water; or any combination of any of these.

   The Damage To Premises Rented To You Limit will be the higher of:

   a. $300,000; or

   b. The amount shown on the Declarations of this Coverage Part for Damage To Premises Rented To You Limit.

4. The following replaces Paragraph **a.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

   (1) Fire;

   (2) Explosion;

   (3) Lightning;

   (4) Smoke resulting from such fire, explosion, or lightning; or

   (5) Water.

   is not an "insured contract";

5. The following replaces Paragraph **4.b.(1)(b)** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

   (b) That is insurance for premises rented to you, or temporarily occupied by you with the permission of the owner;

E. **BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you prior to loss.

F. **BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES**

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to name as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you have signed and executed that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner, manager or lessor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations of this Coverage Part, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) "Bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on

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behalf of such premises owner, manager or lessor.

c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

G. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you have signed and executed that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

a. The limits of insurance provided to such equipment lessor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations of this Coverage Part, whichever are less.

b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

H. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

   Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services" to a person.

2. The following is added to the **DEFINITIONS** Section:

   "Incidental medical services" means:

   a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;

   b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances;

   c. First aid; or

   d. "Good Samaritan services".

   "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

3. The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

   Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to any "bodily injury" arising out of any providing or failing to provide "incidental medical services" by any of your "employees", other than an employed doctor. Any such "employees" providing or failing to provide "incidental medical services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

4. The following exclusion is added to Paragraph **2., Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

   Sale Of Pharmaceuticals

   "Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

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For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in the providing or failing to provide "incidental medical services" to any one person will be considered one "occurrence".

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**.

I. **PERSONAL INJURY – ASSUMED BY CONTRACT**

1. The following replaces Exclusion e., **Contractual Liability**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

e. **Contractual Liability**

"Personal injury" or "advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to:

(1) Liability for damages that the insured would have in the absence of the contract or agreement; or

(2) Liability for damages because of "personal injury" assumed in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. The following replaces the third sentence of Paragraph 2. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability or Paragraph 2.e. of Section I – Coverage B – Personal and Advertising Injury Liability, such payments will not be deemed to be damages because of "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

3. The following replaces Paragraph 2.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

4. The following replaces the first subparagraph of Paragraph f. of the definition of "insured contract" in the **DEFINITIONS** Section:

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury," "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

J. **EXTENSION OF COVERAGE – BODILY INJURY**

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

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K. BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraph (1)(a) above does not apply to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

L. AIRCRAFT CHARTERED WITH CREW

The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

(a) Chartered with crew to any Insured;

(b) Not owned by any Insured; and

(c) Not being used to carry any person or property for a charge.

M. NON-OWNED WATERCRAFT

1. The following replaces Paragraph (2) of Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

   (2) A watercraft you do not own that is:

      (a) Fifty feet long or less; and

      (b) Not being used to carry any person or property for a charge.

2. The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

   Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

   (1) Fifty feet long or less; and

   (2) Not being used to carry any person or property for a charge.

N. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES:

   b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES:

   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

O. MEDICAL PAYMENTS – INCREASED LIMITS

The following replaces Paragraph 7. of SECTION III – LIMITS OF INSURANCE:

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C. for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

   (a) $10,000; or

   (b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit.

P. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., Duties In The Event of Occurrence, Offense, Claim or Suit, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

   (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

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(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company;

(iii) A trustee of any trust; or

(iv) An executive officer or director of any other organization;

that is your partner, joint venture member, manager or trustee; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

Q. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., Representations, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

R. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

The following replaces Exclusion a., Expected Or Intended Injury, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

a. Expected or Intended Injury or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

S. TRANSPORTATION EXPENSES FOR REPATRIATION OR RELOCATION OF INJURED OR SICK EMPLOYEES

1. The following is added to SUPPLEMENTARY PAYMENTS – COVERAGE A AND B of SECTION I – COVERAGES:

We will reimburse you for the reasonable "transportation expenses" that you incur, over and above "normal transportation costs", for the repatriation or relocation of any of your injured, diseased, sick or deceased "employees". But only if:

a. The injury, disease, sickness, or death occurred during the policy period and while such "employee" was employed or assigned to work by you anywhere in the world other than:

(1) The United States of America (including its territories and possessions), Puerto Rico and Canada; and

(2) Any country or jurisdiction in the "prohibited area";

b. The relocation or repatriation is necessary in the opinion of competent medical authorities; and

c. The relocation or repatriation is from the country where the injury, disease, sickness, or death occurred to a destination in another country.

The most we will pay as reasonable "transportation expenses" for the repatriation or relocation of any one of your "employees" is

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$25,000. The most we will pay as reasonable "transportation expenses" for the repatriation or relocation of all of your "employees" is $50,000. These payments will not reduce the limits of insurance.

2. The following is added to Paragraph **4.b., Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available for the reasonable "transportation expenses" that you incur, over and above "normal transportation costs", for the repatriation or relocation of any of your injured, diseased, sick or deceased "employees".

3. The following is added to the **DEFINITIONS** section:

   "Normal transportation costs" means the costs of transporting your "employee" in good health, and in conformance with your business travel policy, from the country of injury, disease, sickness, or death to the country of relocation or repatriation.

   "Transportation expenses" includes the following expenses:

   a. Costs of embalming to meet United States standards; and

   b. All reasonable expenses of transportation to return the remains of the deceased to the country of burial or funeral.

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INSURED: Waxie's Enterprises, Inc.

POLICY #: WC931893102 POLICY PERIOD: 10/01/2013 TO 10/01/2014

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 03 13

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

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