

**AWARD**  
**Janitorial Chemicals, Soap and Cleaners**  
For the Term June 1, 2007 Through May 31, 2010

**COMPANY INFORMATION**

**WARNING**

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

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

Name of Company: Aldran Chemical Inc.  
Address: 1313 N. Carolan Avenue  
City, State, Zip: Burlingame, CA 94010  
Contact: Cindy DeLong  
Telephone Number: (650) 347-8242  
Fax Number: (650) 347-8241  
24-Hour Emergency Number: 1-800-969-3378  
Toll-Free Number: 1-800-969-3378  
E-mail: sales@aldranchemical.com  
Payment Terms: 2% 10 Net 30  
Vendor Number: 01607  
Warehouse Location: 1313 N. Carolan Avenue  
Burlingame CA 94010  
Will-Call Hours: 8:30 a.m. to 4:00 p.m.  
CBPO Number: BPSF00003348

**Awarded:**

EPPS Items: 11 and 11a  
Traditional Items: 3, 20, 22, 24, 30 and 31

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

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

Name of Company: Champion Chemical Company, Inc.  
Address: 8319 S Greenleaf Avenue  
City, State, Zip: Whittier, CA 90602  
Contact: Dennis Hall, Vice President  
Telephone Number: 1-800-621-7868  
Fax Number: 1-800-898-8064  
24-Hour Emergency Number: (925) 899-8068  
Toll-Free Number: 1-800-621-7868  
E-mail: dennis@championchemical.com  
Payment Terms: N30  
Vendor Number: 04769  
Warehouse Location: 8319 S. Greenleaf Avenue  
Whittier, CA 90602  
Will-Call Hours: 7:00 a.m. to 5:00 p.m.  
CBPO Number: BPSF00003349

Awarded:  
Traditional Items: 5, 14, 40, 53

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

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Name of Company: MM Manufacturing  
Address: 101 The Embarcadero #128  
City, State, Zip: San Francisco, CA 94105  
Contact: Marianne Bennett  
Telephone Number: (415) 391-3952  
Fax Number: (415) 391-4091  
24-Hour Emergency Number: (415) 297-5103  
Toll-Free Number: (415) 391-3952  
E-mail: Marvy@savvysoap.com  
Payment Terms: 1% 29 Net 30  
Vendor Number: 25675  
Warehouse Location: 1671 Jerrold Avenue  
San Francisco, CA 94124  
Will-Call Hours: 1:00 p.m. to 4:00 p.m.  
CBPO Number: BPSF00003350

Awarded:

EPPS Items: 7 and 7a

Traditional Items: 2, 4, 34, 39, 52, 56, and 59

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

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For the Term June 1, 2007 Through May 31, 2010

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**WARNING**

Do not use any term contracts to purchase goods and/or services when using Federal, State or Special Funds. Term contracts may contain provisions that conflict with Federal or State provisions. City departments must contact their assigned City Attorney for applicable provisions, procedures and

Name of Company: Santora Sales  
Address: 33 Bartlett Street  
City, State, Zip: San Francisco, CA 94110  
Contact: Magnhild "Midge" Santora  
Telephone Number: (415) 282-3131  
Fax Number: (415) 282-8823  
24-Hour Emergency Number: (415) 863-5825  
Toll-Free Number: (415) 282-3131  
E-mail: Santora@tdl.com  
Payment Terms: N30  
Vendor Number: 16468  
Warehouse Location: 33 Bartlett Street  
San Francisco, CA 94110  
Will-Call Hours: 8:30 A.M. to 5:30 P.M.  
CBPO Number: BPSF00003351

**Awarded:**

EPPS Items: 3, 3a, 5, 5a, 12, 12a, 13, 13a, 16, 16a, 21, 21a.

Traditional Items: 6, 13, 15, 25, 26, 27, 32, 35, 37, 38, 45, 46, 51, 54, 55, 60, 61.

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

**AWARD**  
**Janitorial Chemicals, Soap and Cleaners**  
For the Term June 1, 2007 Through May 31, 2010

**COMPANY INFORMATION**

**WARNING**

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

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

Name of Company: Sierra Environmental Technologies  
Address: P.O. Box 2168  
City, State, Zip: Watsonville, CA 95077-2168  
Contact: Brian K. Arslanian, President  
Telephone Number: (831) 786-2290  
Fax Number: (831) 763-9032  
24-Hour Emergency Number: (831) 750-2344  
Toll-Free Number: 1-888-767-8400  
E-mail: info@sierraenvironmental.net  
Payment Terms: 1% 30 N31  
Vendor Number: 62236  
Warehouse Location: 317 W. Beach Street  
Watsonville, CA 95076  
Will-Call Hours: 8:30 a.m. to 5:00 p.m.  
CBPO Number: BPSF00003352

**Awarded:**

EPPS Items: 2, 2a, 6, 6a, 9, 9a

Traditional Items: 36

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

**AWARD**  
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For the Term June 1, 2007 Through May 31, 2010

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**WARNING**

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

Name of Company: Surtec, Inc.  
Address: 1880 N. MacArthur Drive  
City, State, Zip: Tracy, CA 95376  
Contact: Warren Peckham, Technical Representative  
Telephone Number: (209) 820-3700  
Fax Number: (209) 820-3793  
24-Hour Emergency Number: 1-800- 877-7809  
Toll-Free Number: 1-800-877-6330  
E-mail: csanders@surtecsystem.com  
Payment Terms: N30  
Vendor Number: 17976  
Warehouse Location: 1880 N. MacArthur Drive  
Tracy, CA 95376  
Will-Call Hours: 8:00 a.m. to 5:00 p.m.  
CBPO Number: BPSF00003353

Awarded:  
EPPS Items: 17

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

**AWARD**  
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For the Term June 1, 2007 Through May 31, 2010

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

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

Name of Company: United Laboratories, Inc.  
Address: 320 37<sup>th</sup> Avenue  
City, State, Zip: St. Charles, IL 60174  
Contact: Lynn Lenzen, Bid Manager  
Telephone Number: (707) 322-6374  
Fax Number: (707) 664-8818  
24-Hour Emergency Number: (707) 322-6374  
Toll-Free Number: 1-800-323-2594  
E-mail: llenzen@Unitedlabsinc.com  
Payment Terms: N30  
Vendor Number: 18970  
Warehouse Location: 780 E. Glendale Avenue  
Sparks, NV 89431  
Will-Call Hours: 7:00 a.m. to 7:00 p.m.  
CBPO Number: BPSF00003354

Awarded:  
EPPS Items: 14, 14a, 15, 15a

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

**AWARD**  
**Janitorial Chemicals, Soaps and Cleaners**  
 For the Term June 1, 2007 Through May 31, 2010

**Award Sheets**

**VENDOR: ALDRAN CHEMICAL INC.**

**Section I: Environmentally Preferred Products (EPP)**

Item No.	Description	Manufacturer/ Brand Name	Product Dilution for "Medium Soil" (Oz. per Gallon)	Unit Price/Gallon-Undiluted
	<b><u>Sub-Category: Glass Cleaners</u></b>			
11	<b><u>0000-00-00-0000</u></b> Cleaner, Glass, Concentrated, Environmentally Preferable, <b>SF Blue</b> by Aldran. NO SUBSTITUTES. In 1 gallon containers.	<b>Aldran</b>	1 Oz./Gal.	<u>\$6.74/gal.</u>
11a	<b><u>Labels, SF Blue, preprinted</u></b> , self-adhesive, for quart size spray bottles, roll of 100.	<b>Aldran</b>		<u>\$10/roll-C</u>

**Section II: Traditional**

Item No.	Description	Manufacturer/ Brand Name	Product Dilution for "Medium Soil" (Oz. per Gallon)	Unit Price/Gallon-Undiluted
	<b><u>Sub-Category: Floor and Carpet Cleaners</u></b>			
3	<b><u>9190-45-30-1041</u></b> SHAMPOO, Carpet, Concentrated, "Roto-Plus". In 1 Gallon Containers.	Mfr.: <b><u>ALDRAN</u></b> Brand Name: <b><u>Fabu Foam</u></b> P/N # <b><u>002</u></b>	3 Oz./Gal.	<u>\$ 4.25/gal.</u>

Item No.	Description	Manufacturer/ Brand Name	Product Dilution for "Medium Soil" (Oz. per Gallon)	Unit Price/Gallon-Undiluted
	<b><u>Sub-Category: Hard Floor Care Products</u></b>			
20	<b><u>9190-45-30-1053</u></b> SOAP, STONE, Marble and Granite H.M.K. 1 gallon containers	Mfr.: <b><u>ALDRAN</u></b> Brand Name: <b><u>ALDRAN</u></b> P/N # <b><u>004</u></b>	2 oz./Gal (if applicable).	<u>\$5.65/gal.</u>



**AWARD**  
**Janitorial Chemicals, Soaps and Cleaners**  
 For the Term June 1, 2007 Through May 31, 2010

**Award Sheets**

**Section II: Traditional** (continued)

Item No.	Description <u>Sub-Category: Odor Neutralizers</u>	Manufacturer/ Brand Name	Product Dilution for "Medium Soil" (Oz. per Gallon)	Unit Price/Gallon- Undiluted
22	<b>9190-45-30-1034</b> COUNTER-ACTANT, Odor 1 quart containers	Mfr. : <b>ALDRAN</b> Brand Name: <u>ODOR GONE</u> P/N:# <u>005</u>	N/A.	<u>\$1.85</u> /gal.
24	<b>0000-00-00-0000</b> DEODORIZER, Lemon Odor Handler Water based, 6-5 pH scale. 4/1-gal. per case	Mfr.: <b>ALDRAN</b> Brand Name <u>Lemonize</u> P/N. # <u>014</u>	N/A.	<u>\$4.50</u> /gal.

Item No.	Description <u>Sub-Category: Special Purpose Degreasers Heavy Duty Cleaners</u>	Manufacturer/ Brand Name	Product Dilution for "Medium Soil" (Oz. per Gallon)	Unit Price/Gallon- Undiluted
30	<b>9190-45-30-1400</b> LIQUID ENZYMES, grease digester and drain maintainer, non-acid. pH range 4.0—9.0. In 1 quart containers. RTU.	Mfr. <b>ALDRAN</b> Brand Name <u>Drain Maintain-E</u> P/N # <u>008</u>	N/A	<u>\$1.65</u> /qt.

Item No.	Description <u>Sub-Category Special Purpose Cleaners— Restrooms and Walls</u>	Manufacturer/ Brand Name/ Product Number	Product Dilution for "Medium Soil" (Oz. per Gallon)	Unit Price/Gallon- Undiluted
31	<b>0000-00-00-0000</b> CLEANER, Urine Bio, "Pss-Off" (or equal),32 oz. ea. 12 per case. RTU	Mfr <b>ALDRAN</b> Brand Name <u>Vanish</u> P/N # <u>009</u>	_____Oz./Gal (if applicable).	<u>\$1.45</u> /qt.

**AWARD**  
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 For the Term June 1, 2007 Through May 31, 2010

Award Sheets

**VENDOR: Champion Chemical Company**

**Section II: Traditional**

Item No.	Description <u>Sub-Category: Floor and Carpet Cleaners</u>	Manufacturer/ Brand Name	Product Dilution for "Medium Soil" (Oz. per Gallon)	Unit Price/Gallon-Undiluted
5	<b>9190-45-30-1045</b> SHAMPOO, "Champion Super-Clean (Orange)", for carpet and upholstery, water soluble. NO SUBSTITUTES. 1 gal containers	<b><u>Champion Chemical</u></b>	2_Oz./Gal.	<b><u>\$6.96/gal.</u></b>

Item No.	Description <u>Sub-Category Hard Floor Care Products</u>	Manufacturer/ Brand Name	Product Dilution (Oz. per Gallon)	Unit Price/Gallon-Undiluted
14	<b>9190-45-20-1000</b> <u>STRIPPER, No rinse, Butyl/Amine. 1 gallon containers</u>	Mfr <b><u>Champion Chemical</u></b> Brand Name: <u>Lift - Up</u> P/N # <u>70</u>	8 Oz./Gal.	<b><u>\$4.65/gal.</u></b>

Item No.	Description <u>Sub-Category: Disinfectants</u>	Manufacturer/ Brand Name/ Product Number	Product Dilution for "Medium Soil" (Oz. per Gallon)	Unit Price/Gallon-Undiluted
40	<b>9190-45-30-1052</b> DISINFECTANT, lemon, deodorizer, concentrated, multi-purpose cleaner, maximum dilution—1:32, maximum pH of 14. In accordance with State Spec 6840-51M-02.1 gal containers.	Mfr <b><u>Champion</u></b> Brand Name <u>Formulation 64 YL</u> P/N# <u>64YL</u>	2 Oz./Gal.	<b><u>\$4.14/gal.</u></b>

Item No.	Description <u>Sub-Category: Liquid Hand Soaps, Hand Cleaners, &amp; Dispensers</u>	Manufacturer/ Brand Name/ Product Number	Price (each)	Unit Price
53	<b>9190-10-10-4040</b> SOAP, lotion, hand, antibacterial. 1 gallon Containers.	Mfr. <b><u>Champion</u></b> Brand Name: <u>Ultra Clean</u> P/N # <u>165</u>		<b><u>\$4.36/gal.</u></b>

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**Award Sheets**

**VENDOR: MM Manufacturing**

**Section I: Environmentally Preferred Products (EPP)**

Item No.	Description <u>Sub-Category: Restroom Cleaners</u>	Manufacturer/ Brand Name	Product Dilution for "Medium Soil" (Oz. per Gallon)	Unit Price/Gallon-Undiluted
7	<b>0000-00-00-0000</b> Cleaner, Restroom Fixture, Concentrated, Environmentally Preferable, Sustainable Earth No. 70 by Coastwide Laboratories. NO SUBSTITUTES. In 1 gallon containers.	<b>Coast wide Laboratories</b>	2 Oz./Gal.	<u>\$34.50</u> /gal.
7a	<b>Labels</b> , Sustainable Earth No. 70, preprinted, self-adhesive, for quart size spray bottles, roll of 100	<b>Coast wide Laboratories</b>		<u>\$15.00</u> /roll-C

**Section II: Traditional**

Item No.	Description <u>Sub-Category: Floor and Carpet Cleaners</u>	Manufacturer/ Brand Name	Product Dilution for "Medium Soil" (Oz. per Gallon)	Unit Price/Gallon-Undiluted
2	<b>0000-00-00-0000</b> CLEANER, CARPET, All Purpose UPH 4/1 gal per case.	Mfr. <b>Royal Solutions</b> Brand Name <u>Xtract</u> P/N # <u>8029</u>	1 Oz./Gal.	<u>\$7.00</u> /gal.
4	<b>CLEANER</b> ; Eclipse Extraction 4/1 gal per case	Mfr. <b>Royal Solutions</b> Brand Name <u>Xtract</u> P/N # <u>8029</u>	1 Oz./Gal.	<u>\$7.00</u> /gal.

Item No.	Description <u>Sub-Category: Special Purpose Cleaners—Restrooms and Walls</u>	Manufacturer/ Brand Name/ Product Number	Product Dilution for "Medium Soil" (Oz. per Gallon)	Unit Price/Gallon-Undiluted
34	<b>0000-00-00-0000</b> CLEANER, vehicle wash/wax, Concentrated 1 to 128 Ratio. Biodegradable. 1 gallon containers	Mfr. <b>Royal Solution</b> Brand Name <u>Carnube Wash</u> P/N # _____	½ Oz./Gal.	<u>\$8.00</u> /gal.

**AWARD**  
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 For the Term June 1, 2007 Through May 31, 2010

**Award Sheets**

**Section II: Traditional** (continued)

Item No.	Description <b><u>Sub-Category: Disinfectants</u></b>	Manufacturer/ Brand Name/ Product Number	Product Dilution for "Medium Soil" (Oz. per Gallon)	Unit Price/Gallon- Undiluted
39	<b>9190-45-30-1051</b> DISINFECTANT, Pine Odor, deodorizer concentrated, multi- purpose cleaner, maximum dilution— 1:68, maximum pH of 14.In accordance with State Spec 6840- 51M-02.55 gallon Drum (SFO Airport).	Mfr. <b>Value Products</b> Brand Name: <u>One Step Pine</u> P/N # <u>82269</u>	202 Oz./Gal	<u>\$3.60/gal</u>

Item No.	Description <b><u>Sub-Category:Liquid Hand Soaps, Hand Cleaners.&amp; Dispensers</u></b>	Manufacturer/ Brand Name/ Product Number	Price (each)	Unit Price
52	<b>9190-10-10-4011</b> SOAP, hand, liquid, antibacterial with lanolin and aloe vera, pH range of 5.0— 9.0. Used in dispensers. 1 gallon containers.	Mfr. <b>Royal Solutions</b> Brand Name <u>Anti-Bac .Pearl</u> <u>Lotion Hand Soap</u> P/N # <u>8248</u>		<u>\$7.60/gal.</u>
56	<b>9190-10-10-7001</b> HAND CLEANER, non-solvent with pumice and lanolin. 1 gallon containers.	Mfr. <b>MM MFG</b> Brand Name <u>Savvy Soap</u> <u>Smooth</u> P/N # <u>6612</u>		<u>\$12.00/gal.</u> (4 gal/cs)
59.	<b>9190-10-10-7001</b> HAND CLEANER, waterless, cream- type, with non-chlorinated solvents. In accordance with St. of Cal. Spec. 8520-CS8-002. Containers up to 5-lbs. (1 gallon = 10lbs).	Mfr. <b>MM MFG</b> Brand Name: <u>Savvy Soap</u> <u>Smooth</u> P/N # <u>6015</u>		<u>\$3.17/ctn.</u> (16oz bt)

**AWARD**  
**Janitorial Chemicals, Soaps and Cleaners**  
 For the Term June 1, 2007 Through May 31, 2010

Award Sheets

**VENDOR: SANTORA SALES .**

**Section I: Environmentally Preferred Products (EPP)**

Item No.	Description <u>Sub-Category : General Purpose Cleaners</u>	Manufacturer/ Brand Name	Product Dilution for "Medium Soil" (Oz. per Gallon)	Unit Price/Gallon-Undiluted
3	<b>0000-00-00-0000</b> Cleaner, General Purpose, Concentrated, Environmentally Preferable, Envirocare 7189 Low Foam All Purpose by Rochester-Midland. NO SUBSTITUTES. In 1 gallon containers.	<b>Rochester-Midland</b>	2.0 Oz./Gal	<u>\$5.47</u> /gal.
3a	<b>Spray Bottle</b> , Envirocare 7189, quart size spray bottles, with Envirocare. Specific Brand label. (Yellow-Green Label)	<b>Rochester-Midland</b>		<u>\$0.71</u> /roll-C

Item No.	Description <u>Sub-Category : Restroom Cleaners</u>	Manufacturer/ Brand Name	Product Dilution for "Medium Soil" (Oz. per Gallon)	Unit Price/Gallon-Undiluted
5	<b>0000-00-00-0000</b> Cleaner, Restroom Fixture, Concentrated, Environmentally Preferable, <b>Envirocare 7054</b> by Rochester-Midland. NO SUBSTITUTES. In 1 gallon containers.	<b>Rochester-Midland</b>	8.0 Oz./Gal	<u>\$ 8.35</u> /gal.
5a	<b>Spray Bottle</b> , <b>Envirocare 7054</b> , quart size spray bottles, with <b>Envirocare</b> specific product label (Green colored label)	<b>Rochester-Midland</b>		<u>\$0.71</u> /btl.

Item No.	Description <u>Sub-Category : Glass Cleaners</u>	Manufacturer/ Brand Name	Product Dilution for "Medium Soil" (Oz. per Gallon)	Unit Price/Gallon-Undiluted
12	<b>0000-00-00-0000</b> Cleaner, Glass, Concentrated, Environmentally Preferable, <b>Envirocare 7036B</b> by Rochester-Midland. NO SUBSTITUTES. In 1 gallon containers	<b>Rochester-Midland</b>	4.0 Oz./Gal	<u>\$5.12</u> oz./gal
12a	<b>Spray Bottle</b> , for <b>Envirocare 7036B</b> , quart size spray bottles, with <b>Envirocare</b> Specific Brand label.(Purple Label)	<b>Rochester-Midland</b>		<u>\$0.71</u> /btl

**AWARD**  
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 For the Term June 1, 2007 Through May 31, 2010

**Award Sheets**

**Section I: Environmentally Preferred Products (EPP) (continued)**

Item No.	Description <b>Sub-Category : Heavy Duty Cleaner / Degreaser</b>	Manufacturer/ Brand Name	Product Dilution for "Medium Soil" (Oz. per Gallon)	Unit Price/Gallon-Undiluted
13	<b>0000-00-00-0000</b> Cleaner / Degreaser, Heavy Duty, Concentrated, Environmentally Preferable, <b>Envirocare 7012A</b> by Rochester-Midland. NO SUBSTITUTES. In 1 gallon containers.	<b>Rochester-Midland</b>	4.0 Oz./Gal	<b>\$6.13./Gal</b>
13a	<b>Spray Bottle</b> , for <i>Envirocare 7012A</i> , quart size spray bottles, with <i>Envirocare</i> specific Brand label (Orange colored label).	<b>Rochester-Midland</b>		<b>\$0.71/btl</b>
16	<b>0000-00-00-0000</b> Cleaner / Degreaser, Heavy Duty, Concentrated, Environmentally Preferable, <b>Green Seal GS-37 Certified</b> . In 1 gallon containers.	Mfr. <b>Rochester-Midland</b> Brand Name <u>enviro care/job</u> P/N # <u>12001827</u>	4.0 Oz./Gal	<b>\$6.13/gal .</b>
16a	<b>Spray Bottle</b> , for <i>Item 16</i> , quart size spray bottles, with specific brand label.	Mfr. <b>Rochester-Midland</b> Brand Name: <u>Environ care Tough Job</u> P/N # <u>35064673</u>		<b>\$0.71/btl</b>

Item No.	Description <b>Sub-Category : Acid Toilet Bowl Cleaners</b>	Manufacturer/ Brand Name	Product Dilution for "Medium Soil" (Oz. per Gallon)	Unit Price/Gallon-Undiluted
21	<b>0000-00-00-0000</b> Cleaner, Toilet Bowl, Acid, Concentrated, Environmentally Preferable, <b>Green Seal GS-37 Certified</b> . In 1 gallon containers.	Mfr. <b>Rochester-Midland</b> Brand Name <u>Enviro Care Washroom Cleaner</u> P/N # <u>12002027</u>	8.0 Oz/Gal	<b>\$8.35/gal</b>
21a	<b>Squirt Bottle</b> , for <i>Item 22</i> , quart size squirt bottles, with specific brand label.	Mfr. <b>Rochester-Midland</b> Brand Name: <u>Enviro Care Washroom, Cleaner</u> P/N # <u>35064773</u>		<b>\$0.71/btl</b>

## AWARD

### Janitorial Chemicals, Soaps and Cleaners

For the Term June 1, 2007 Through May 31, 2010

#### Award Sheets

**VENDOR: SANTORA SALES**

#### Section II: Traditional

Item No.	Description <b><u>Sub-Category : Floor and Carpet Cleaners</u></b>	Manufacturer/ Brand Name	Product Dilution for "Medium Soil" (Oz. per Gallon)	Unit Price/Gallon- Undiluted
6	<b><u>9190-45-20-1010</u></b> REMOVER, SPOT & GUM, "unbelievable" (or Equal) 32oz, 12/cases	Mfr. <b><u>Coro Prod.</u></b> Brand Name: <u>Unbelevable</u> <u>good Sav-r</u> P/N # <u>GDP-32</u>	Oz./Gal. (if applicable)	<u>\$6.59/qt.</u>

Item No.	Description <b><u>Sub-Category : Hard Floor Care Products</u></b>	Manufacturer/ Brand Name	Product Dilution for "Medium Soil" (Oz. per Gallon)	Unit Price/Gallon- Undiluted
13	<b><u>0000-00-00-0000</u></b> FINISH, FLOOR, Urethane Emulsion Zinc Free. 4/1 gal per case	Mfr. <b><u>Rochester Mid</u></b> Brand Name: <u>Enviro Care</u> <u>Resilient Tile Coat</u> P/N # <u>12001427</u>	Oz./Gal. (if applicable)	<u>\$12.00/gal..</u>
15	<b><u>9190-45-10-2000</u></b> FINISH, FLOOR, Urethane Emulsion. 1 gallon containers	Mfr. <b><u>Rochester</u></b> Brand Name: <u>Ultra Marathont</u> P/N # <u>11808427</u>	Oz./Gal. (if applicable)	<u>\$10.18/gal.</u>

Item No.	Description <b><u>Sub-Category : Odor Neutralizers</u></b>	Manufacturer/ Brand Name	Product Dilution for "Medium Soil" (Oz. per Gallon)	Unit Price/Gallon- Undiluted
25	<b><u>9190-45-30-1031</u></b> DEODORANT CAKE, urinal; pressed block perfumed, non- paradichlorobenzene. 3 oz. cakes.	Mfr. <b><u>Impact</u></b> Brand Name: <u>Toss Black</u> P/N # <u>9423</u>	Oz./Gal. (if applicable)	<u>\$18.43/c.</u>
26	<b><u>9190-45-30-1032</u></b> DEODORANT CAKE W/SCREEN, urinal, perfumed, non-paradichlorobenzene. With pressed block.	Mfr. <b><u>Continental</u></b> Brand Name: <u>Kleen Scneev</u> <u>Block</u> P/N # <u>N-165</u>	Oz./Gal. (if applicable)	<u>\$17.55/c.</u>

Item No.	Description <b><u>Sub-Category : Special Purpose Degreasers Heavy Duty Cleaners</u></b>	Manufacturer/ Brand Name	Product Dilution for "Medium Soil" (Oz. per Gallon)	Unit Price/Gallon- Undiluted
27	<b><u>9190-45-30-1054</u></b> CLEANER, INDUSTRIAL(Cleaning Machinery and Tools). In 5 gallon Buckets.	Mfr. <b><u>Rochester</u></b> Brand Name: <u>DFE Bio Clean</u> P/N # <u>11826645</u>	2.0Oz./Gal	<u>\$4.69/gal.</u> <u>\$23.45/Pail</u>

## AWARD

### Janitorial Chemicals, Soaps and Cleaners

For the Term June 1, 2007 Through May 31, 2010

#### Award Sheets

#### Section II: Traditional (continued)

Item No.	Description <b><u>Sub-Category : Special Purpose Restrooms and Walls</u></b>	Manufacturer/ Brand Name	Product Dilution for "Medium Soil" (Oz. per Gallon)	Unit Price/Gallon- Undiluted
32	<b>0000-00-00-0000</b> CLEANER, Restroom; Ceramic & Mosaic tile Phosphoric Acid Cleaner, 1.5 on pH scale Acid content- 16.2% 4/1 gal per case	Mfr. <b>Rochester</b> Brand Name <u>Powertime</u> P/N # <u>11758027</u>	N/A	<u>\$8.40</u> /gal.
35	<b>9190-45-30-1010</b> CLEANSER, powdered; free foaming, with "Chlorinol". In 21 oz. shaker cans.	Mfr. <b>P &amp; G</b> Brand Name <u>Comet</u> P/N # <u>PGC 02255</u>	N/A	<u>\$30.15</u> /cs.

Item No.	Description <b><u>Sub-Category : Disinfectants</u></b>	Manufacturer/ Brand Name	Product Dilution for "Medium Soil" (Oz. per Gallon)	Unit Price/Gallon- Undiluted
37	<b>0000-00-00-0000</b> DISINFECTANT, GS-37 Certified 1 gal containers	Mfr. <b>Rochester</b> Brand Name: <u>Environ Care – Neutral Disinfectant</u> P/N # <u>12007227</u>	2.0 Oz./Gal.	<u>\$5.38</u> /gal.
38	<b>9190-45-30-1050</b> DISINFECTANT, pine odor, deodorizer; concentrated, multi-purpose cleaner, maximum dilution—1:64, maximum pH of 14. In accordance with State Spec 6840-51M-02.1 gal containers	Mfr. <b>Rochester</b> Brand Name: <u>ByQuat</u> P/N # <u>10691027</u>	2.0 Oz./Gal.	<u>\$4.31</u> /gal.

Item No.	Description <b><u>Sub-Category : Liquid Hand Soap, Hand Cleaners &amp; Dispensers</u></b>	Manufacturer/ Brand Name	Product Dilution for "Medium Soil" (Oz. per Gallon)	Unit Price/Gallon- Undiluted
45	<b>9190-10-10-4000</b> SOAP, hand, liquid, toilet, lotion, with lanolin and emollients (min. 15%). To be used in dispensers. 1 gallon containers.	Mfr. <b>Rochesten Mipland</b> Brand Name: <u>Soft N- Clean</u> P/N # <u>12016427</u>		<u>\$2.81</u> /gal.
46	<b>9190-10-10-4001</b> SOAP, hand, liquid, toilet, lotion, with lanolin and emollients (min. 15%). To be used in dispensers. 55 gallon containers.	Mfr. <b>Rochesten Mipland</b> Brand Name <u>Soft N- Clean</u> P/N # <u>12016427</u>		<u>\$3.27</u> /gal. <u>\$179.85</u> /55 Drum
51	<b>9190-10-10-4021</b> SOAP, Carex (Lotion Cleanser) JR10200 liquid (627B), pink, toilet; lotion with emollients. To match with <u>Lotionmaster</u> dispenser. Packaged in 1000 ml. cartridge. 10 cartridges p/case.	Mfr. <b>Georgia Pacific</b> Brand Name <u>Carex</u> P/N # <u>48020</u>		<u>\$39.65</u> /cs.



**AWARD**  
**Janitorial Chemicals, Soaps and Cleaners**  
 For the Term June 1, 2007 Through May 31, 2010

**Award Sheets**

**Section II: Traditional** (continued)

Item No.	Description <b><u>Sub-Category : Liquid Hand Soap, Hand Cleaners &amp; Dispensers</u></b>	Manufacturer/ Brand Name	Product Dilution for "Medium Soil" (Oz. per Gallon)	Unit Price/Gallon- Undiluted
54	<b>9190-10-10-4011</b> SOAP, hand, powdered, white, with <u>Borax</u> , without lanolin. To be used in dispensers. In accordance with St. of Cal. Spec. 8520-CS8-002.8/ 5-lb. Boxes	Mfr. <b><u>Rochesten Mipland</u></b> Brand Name <u>MECO</u> P/N		<u>\$45.44/cs.</u>
55	<b>9190-10-10-7000</b> HAND CLEANER, Liquid Citrus <u>Solvent</u> , with pumice and lanolin. 1 gallon containers.	Mfr. <b><u>Rochesten Mipland</u></b> Brand Name: <u>Orange Muscle</u> P/N # <u>11761927</u>		<u>\$10.44/gal.</u>
60	<b>9190-10-10-4025</b> SOAP, hand, vegetable, oil based, 10 to 15% soap concentration. Pink in color with lemon, cherry, rose, or other pleasant fragrance. Non-Toxic and biodegradable rich lather producing and fortified with emollients. Must comply with Bobrick specifications for use in their gravity-feed soap dispensers and must be formulated with appropriate inhibitors to prevent dispenser clogging and leakage. 1 gallon Containers.	Mfr. <b><u>Rochesten Mipland</u></b> Brand Name: <u>Morning Dew</u> P/N # <u>11237527</u>		<u>\$3.36/gal.</u>
61	<b>9190-10-10-4025</b> SOAP, hand, vegetable, oil based, 10 to 15% soap concentration. Pink in color with lemon, cherry, rose, or other pleasant fragrance. Non-Toxic and biodegradable rich lather producing and fortified with emollients. Must comply with Bobrick specifications for use in their gravity-feed soap dispensers and must be formulated with appropriate inhibitors to prevent dispenser clogging and leakage. 1 gallon Containers., 55 Gallon Drum	Mfr. <b><u>Flo-Kem</u></b> Brand Name <u>Coconut Liquid Hand Soap</u> P/N # <u>PL-328</u>		<u>\$3.36/gal.</u> <u>\$167.75/Drum</u>

**AWARD**  
**Janitorial Chemicals, Soaps and Cleaners**  
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Award Sheets

**VENDOR: Sierra Environmental Technologies**

**Section I: Environmentally Preferred Products (EPP)**

Item No.	Description <b><u>Sub-Category : General Purpose Cleaners</u></b>	Manufacturer/ Brand Name	Product Dilution for "Medium Soil" (Oz. per Gallon)	Unit Price/Gallon- Undiluted
2	<b>0000-00-00-0000</b> Cleaner, General Purpose, Concentrated, Environmentally Preferable, <b>N1</b> by <b>Clean Environment</b> . NO SUBSTITUTES. In <u>1 gallon</u> containers.	<b>Clean Environment</b>	1 oz./Gal.	\$ <u>16.70</u> /gal.
2a	<b>Labels, N1, preprinted, self-adhesive,</b> for quart size spray bottles, roll of 100.	<b>Clean Environment</b>		\$ <u>30.00</u> /roll-C

Item No.	Description <b><u>Sub-Category :Restroom Cleaners</u></b>	Manufacturer/ Brand Name	Product Dilution for "Medium Soil" (Oz. per Gallon)	Unit Price/Gallon- Undiluted
6	<b>0000-00-00-0000</b> Cleaner, Restroom Fixture, Concentrated, Environmentally Preferable, <b>N7</b> by <b>Clean Environment</b> . NO SUBSTITUTES In <u>1 gallon</u> containers.	<b>Clean Environment</b>	9 Oz./Gal.	\$ <u>36.64</u> /gal
6a	<b>Labels, N7, preprinted, self-adhesive,</b> for quart size spray bottles, roll of 100.	<b>Clean Environment</b>		\$ <u>30.00</u> /roll-C

Item No.	Description <b><u>Sub-Category :Glass Cleaners</u></b>	Manufacturer/ Brand Name	Product Dilution for "Medium Soil" (Oz. per Gallon)	Unit Price/Gallon- Undiluted
9	<b>0000-00-00-0000</b> Cleaner, Glass, Concentrated, Environmentally Preferable, <b>N13</b> by <b>Clean Environment</b> . NO SUBSTITUTES. In <u>1 gallon</u> containers.	<b>Clean Environment</b>	4 Oz./Gal.	\$ <u>33.03</u> /gal
9a	<b>Labels, N13, preprinted, self-adhesive,</b> for quart size spray bottles, roll of 100.	<b>Clean Environment</b>		\$ <u>30.00</u> /roll-C

**AWARD**  
**Janitorial Chemicals, Soaps and Cleaners**  
 For the Term June 1, 2007 Through May 31, 2010

**Award Sheets**

**Section II: Traditional**

Item No.	Description <u>Sub-Category :Special Purpose Cleaners-Restrooms and Walls</u>	Manufacturer/ Brand Name	Product Dilution for "Medium Soil" (Oz. per Gallon)	Unit Price/Gallon- Undiluted
36	<b>9190-45-30-1022</b> CLEANER, STAINLESS STEEL, for Partitions (Chrome). 1 22oz containers. RTU	Mfr. <u>Soy Technologies</u> Brand Name Soy Green Stainless Steel P/N # <u>St-01 6X1</u>		<u>\$12.24</u> /gal 22oz/btl

**VENDOR: SURTEC INC**

**Section I: Environmentally Preferred Products (EPP)**

Item No.	Description <u>Sub-Category :Non-Acid Toilet Bowl Cleaners</u>	Manufacturer/ Brand Name	Product Dilution for "Medium Soil" (Oz. per Gallon)	Unit Price/Gallon- Undiluted
17	<b>0000-00-00-0000</b> Cleaner, Toilet Bowl, Non-Acid, Concentrated, Environmentally Preferable, <b>Strike NABC</b> by Surtec. NO SUBSTITUTES. In <u>1 gallon</u> containers.	<b>Surtec</b>	1 Oz./Gal.	<u>\$20.64</u> /gal

**AWARD**  
**Janitorial Chemicals, Soaps and Cleaners**  
 For the Term June 1, 2007 Through May 31, 2010

Award Sheets

**VENDOR: UNITED LABORATORIES**

**Section I: Environmentally Preferred Products (EPP)**

Item No.	Description <b><u>Sub-Category :Heavy Duty Cleaners / Degreaser</u></b>	Manufacturer/ Brand Name	Product Dilution for "Medium Soil" (Oz. per Gallon)	Unit Price/Gallon-Undiluted
14	<b>0000-00-00-0000</b> Cleaner / Degreaser, Heavy Duty, Concentrated, Environmentally Preferable, <b>Harvest Gold 2000</b> by <b>United Laboratories</b> . NO SUBSTITUTES. In 1 gallon containers.	<b>United Laboratories</b>	RTU Oz./Gal.	<b>\$46.48/gal</b>
14a	<b>Spray Bottle</b> , for Harvest Gold 2000 , prep Preprinted quart size spay bottles with screen – printed labels.	<b>United Laboratories</b>		<b>\$2.10/Bottle</b>
15	<b>Cleaner / Degreaser, Heavy Duty, Concentrated, Environmentally Preferable, Liquid Sunshine 777</b> by <b>United Laboratories</b> . NO SUBSTITUTES. In 1 gallon containers.	<b>United Laboratories</b>	2 oz./Gal.	<b>\$25.25/gal</b>
15a	<b>Spray Bottle</b> , for <i>Liquid Sunshine 777</i> , preprinted, quart size spray bottles with screen-printed labels.	<b>United Laboratories</b>		<b>\$2.10/Bottle</b>

## **AWARD**

### **Janitorial Chemicals, Soaps and Cleaners**

For the Term June 1, 2007 Through May 31, 2010

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#### **BID AND CONTRACT CONDITIONS**

#### **Terms Related to Bidding**

##### **1. WHEN BIDS ARE DUE; BID OPENING PROCEDURES**

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

##### **2. ALTERNATES**

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

##### **3. ARTICLES FURNISHED**

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

##### **4. PLACE OF MANUFACTURE**

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

##### **5. CONDITION OF ARTICLE**

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

**AWARD**  
**Janitorial Chemicals, Soaps and Cleaners**  
For the Term June 1, 2007 Through May 31, 2010

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**BID AND CONTRACT CONDITIONS**

**6. SAMPLES**

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

**7. FOB POINT**

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

**8. PRICE LIST DISCOUNTS**

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

**9. BIDDING ON SEPARATE ITEMS AND IN THE AGGREGATE**

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

**10. PRICES**

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

**11. AWARDS; REJECTION OF BIDS**

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

**12. CASH DISCOUNTS; TERMS OF PAYMENT**

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

**AWARD**  
**Janitorial Chemicals, Soaps and Cleaners**

For the Term June 1, 2007 Through May 31, 2010

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**BID AND CONTRACT CONDITIONS**

- A. Discount period must be at least 30 days.  
Example: "1%, 30 days. Net 31."
- B. The maximum cash payment discount that will be considered when determining the lowest bid will be 2%.
- C. The discount period will start upon date of completion or delivery of all items on any Purchase Order or other authorization certified by Controller, or upon date of receipt of properly prepared invoices covering such deliveries, whichever is later.
- D. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the City's check.

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

**13. SUNSHINE ORDINANCE**

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

**Terms Related to the Contract**

**14. INSPECTION**

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

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

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

**AWARD**  
**Janitorial Chemicals, Soaps and Cleaners**

For the Term June 1, 2007 Through May 31, 2010

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**BID AND CONTRACT CONDITIONS**

**16. HOLD HARMLESS AND INDEMNIFICATION**

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

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

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

**17. FAILURE TO DELIVER**

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

**18. BUDGET AND FISCAL PROVISIONS**

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



**AWARD**  
**Janitorial Chemicals, Soaps and Cleaners**

For the Term June 1, 2007 Through May 31, 2010

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**BID AND CONTRACT CONDITIONS**

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

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

**19. DEFAULT; REMEDIES**

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

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

**20. TERMINATION FOR CONVENIENCE**

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

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

**21. GUARANTEED MAXIMUM COSTS**

- A. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.
- B. Except as may be provided by City ordinances governing emergency conditions, the City and its employees and officers are not authorized to request Contractor to perform services or to provide materials, equipment and supplies that would result in Contractor performing services or providing materials, equipment and supplies that

## **AWARD**

### **Janitorial Chemicals, Soaps and Cleaners**

For the Term June 1, 2007 Through May 31, 2010

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#### **BID AND CONTRACT CONDITIONS**

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

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

#### **22. TAXES**

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

## AWARD

### Janitorial Chemicals, Soaps and Cleaners

For the Term June 1, 2007 Through May 31, 2010

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#### BID AND CONTRACT CONDITIONS

Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

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

#### 23. USE OF CITY OPINION

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

#### 24. NONDISCRIMINATION; PENALTIES

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

**AWARD**  
**Janitorial Chemicals, Soaps and Cleaners**

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**BID AND CONTRACT CONDITIONS**

spouses, or between the domestic partners and spouses of such employees, if the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to conditions set forth in San Francisco Administrative Code Sec. 12B.2(b).

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

**25. LOCAL BUSINESS ENTERPRISE UTILIZATION; LIQUIDATED DAMAGES**

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

- b. Compliance and Enforcement.**

**Enforcement.** If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Human Rights Commission or any other public

## **AWARD**

### **Janitorial Chemicals, Soaps and Cleaners**

For the Term June 1, 2007 Through May 31, 2010

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#### **BID AND CONTRACT CONDITIONS**

official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17.

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

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

#### **26. MACBRIDE PRINCIPLES – NORTHERN IRELAND**

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

#### **27. TROPICAL HARDWOOD AND VIRGIN REDWOOD BAN**

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

#### **28. RESOURCE CONSERVATION**

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

**AWARD**  
**Janitorial Chemicals, Soaps and Cleaners**

For the Term June 1, 2007 Through May 31, 2010

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**BID AND CONTRACT CONDITIONS**

**29. SUBMITTING FALSE CLAIMS; MONETARY PENALTIES**

Any contractor, subcontractor or consultant who commits any of the following acts shall be liable to the City for three times the amount of damages which the City sustains because of the act of that contractor, subcontractor or consultant. A contractor, subcontractor or consultant who commits any of the following acts shall also be liable to the City for the costs, including attorney's fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim: (a) Knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval. (b) Knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City. (c) Conspires to defraud the City by getting a false claim allowed or paid by the City. (d) Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City. (e) Is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

**30. LIABILITY OF CITY**

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

**31. DRUG-FREE WORKPLACE POLICY**

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

**32. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT**

Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Contract in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Contract and further agrees that any violation of this prohibition

**AWARD**  
**Janitorial Chemicals, Soaps and Cleaners**  
For the Term June 1, 2007 Through May 31, 2010

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**BID AND CONTRACT CONDITIONS**

on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Contract.

**33. COMPLIANCE WITH LAWS**

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

**34. BID PROTESTS**

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

**End Bid and Contract Conditions**

**AWARD**  
**Janitorial Chemical, Soaps and Cleaners**

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**GENERAL CONDITIONS**

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

**35. CONTRACT TERM**

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

**36. CONTRACT EXTENSION**

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

**37. TOLL-FREE TELEPHONE NUMBER**

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

**38. COOPERATIVE AGREEMENT**

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

**39. LEFT BLANK BY AGREEMENT OF THE PARTIES**

**40. LBE ORDINANCE**

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

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

[www.sfhrc.org](http://www.sfhrc.org)

Click on 14B (LBE) Requirements & Forms.

Click on appropriate LBE Certification Application.



**AWARD**  
**Janitorial Chemicals, Soaps and Cleaners**

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**GENERAL CONDITIONS (Continued)**

**41. CLAIM FOR PREFERENCE**

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

**42. PREFERENCE FOR BROKERAGE SERVICE**

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

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

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

**43. LBE SUBCONTRACTING**

**A. Subcontracting to LBEs**

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

**B. Examples of Good Faith Efforts**

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

- (1) Identifying and selecting specific products or services which can be subcontracted to certified LBEs.

**AWARD**  
**Janitorial Chemicals, Soaps and Cleaners**

For the Term June 1, 2007 Through May 31, 2010

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**GENERAL CONDITIONS (Continued)**

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

**C. Examples of Subcontracting**

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

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

**D. Reports**

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

**AWARD**  
**Janitorial Chemicals, Soaps and Cleaners**  
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**GENERAL CONDITIONS (Continued)**

**E. HRC Data on LBEs**

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

**44. AUDIT AND INSPECTION OF RECORDS**

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

**45. CONFLICT OF INTEREST**

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

**46. NON-WAIVER OF RIGHTS**

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

**47. CONTRACTOR'S DEFAULT**

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

**AWARD**  
**Janitorial Chemicals, Soaps and Cleaners**  
For the Term June 1, 2007 Through May 31, 2010

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**GENERAL CONDITIONS (Continued)**

**48. BANKRUPTCY**

In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state

relating to insolvency or the protection of rights of creditors, then at the option of the other party this Contract shall terminate and be of no further force and effect, and any property or rights of such other party, tangible or intangible, shall forthwith be returned to it.

**49. INCIDENTAL AND CONSEQUENTIAL DAMAGES**

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

**50. REPORTS BY CONTRACTOR**

**MULTI-YEAR TERM CONTRACT**

Each year, ninety (90) days before each anniversary date of this contract, Contractor must furnish a report of the total items ordered under this contract during the preceding twelve months. The report must be in a format acceptable to the City and must list by department or location the following: (1) all items awarded under this contract; and, (2) total quantity and dollar value of each item ordered, including items for which there were no orders. Contractor must also furnish a separate similar report for the total of all items ordered by City which are not part of this contract.

Contractor shall send the reports to:

Mr. Stuart Keeler, Purchaser  
Re: Term Contract No. **83436**  
Office of Contract Administration  
Purchasing Division  
City Hall, Room 430  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4685

**51. NOTICE TO PARTIES**

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

Director of Purchasing  
City and County of San Francisco  
Office of Contract Administration – Purchasing

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**Janitorial Chemicals, Soaps and Cleaners**  
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**GENERAL CONDITIONS (Continued)**

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

**52. SUBCONTRACTING**

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

**53. INDEPENDENT CONTRACTOR**

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

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

**54. SEVERABILITY**

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

**AWARD**  
**Janitorial Chemicals, Soaps and Cleaners**

For the Term June 1, 2007 Through May 31, 2010

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**GENERAL CONDITIONS (Continued)**

**55. EMERGENCY – PRIORITY 1 SERVICE**

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

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

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

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

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

**57. TERM BID – QUANTITIES**

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

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

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

**58. FIRST SOURCE HIRING PROGRAM (FSHP)**

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

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

**A. Incorporation of Administrative Code Provisions by Reference**

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

**AWARD**  
**Janitorial Chemicals, Soaps and Cleaners**  
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**GENERAL CONDITIONS (Continued)**

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

**B. First Source Hiring Agreement**

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

**C. Hiring Decisions**

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

**D. Exceptions**

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

**E. Liquidated Damages**

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

**AWARD**  
**Janitorial Chemicals, Soaps and Cleaners**  
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**GENERAL CONDITIONS (Continued)**

F. Subcontracts

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

**59. EARNED INCOME CREDIT (EIC) FORMS**

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

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

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

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

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

**60. LIMITATIONS ON CONTRIBUTIONS**

Through execution of this Contract, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services or for the furnishing of any material, supplies or equipment to the City, whenever such transaction would require approval by a City elective officer of the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations for the contract until the later of either (1) the termination of negotiations for such contract or (2) three months after the date the contract is approved by the City elective officer or the board on which that City elective officer serves.



**AWARD**  
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**GENERAL CONDITIONS (Continued)**

**61. PROHIBITION ON POLITICAL ACTIVITY WITH CITY FUNDS**

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

**62. PRESERVATIVE-TREATED WOOD CONTAINING ARSENIC**

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

**63. CONTRACT PRODUCT / SERVICE QUALITY REPORT**

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

**64. NONDISCLOSURE OF PRIVATE INFORMATION**

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

**AWARD**  
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**GENERAL CONDITIONS (Continued)**

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

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

**65. GRAFFITI REMOVAL**

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

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

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**GENERAL CONDITIONS (Continued)**

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

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

**66. MODIFICATION OF CONTRACT**

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

End General Conditions

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**SPECIAL CONDITIONS (Continued)**

**67. PURPOSE**

The purpose of this contract is to provide environmentally preferable and traditional janitorial chemicals, soaps and cleaning products to various departments in the City and County of San Francisco. This will also include facilities in Alameda and San Mateo counties, as well as the City owned Hetch Hetchy Water Project in Moccasin, CA.

**68. PRE-BID CONFERENCE**

A Pre-bid Conference will be held as follows:

**Location:**                      **Office of Contract Administration- Purchasing Division  
City and County of San Francisco  
City Hall, Room 431A  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4685**

**Date and Time:**              **September 22, 2006, 12:00 Noon**

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

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

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

Please reference Contract Proposal No. **83436**

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

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**SPECIAL CONDITIONS (Continued)**

**69. SPECIFICATIONS**

Recognizing its role as a major purchaser of goods and services, the City and County of San Francisco seeks to enhance markets for Environmentally Preferable Products (EPP). The City's Environmentally Preferable Purchasing Programs includes pilot testing of potential new products; adoption of innovative product standards, specifications and contracts, employee education; and cooperative ventures with other governmental jurisdictions. This program is mandated by the Precautionary Purchasing Ordinance (Environment Code, Chapter 2) passed by the San Francisco Board of Supervisors on June 17, 2005. The text of this ordinance can be found in the below listed URL under "Environmental Code":

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

**Four categories of products in this contract shall fall under the restrictions of the Precautionary Purchasing Ordinance (PPO).** The ordinance makes it mandatory that all City departments purchase only products on "approved alternatives lists" for certain product subcategories. **For this contract, all products in the General Purpose Cleaners, Restroom Cleaners, Cleaners/Degreasers, and Glass Cleaners subcategories shall be part of an approved alternatives list for janitorial cleaners.**

The San Francisco Department of Environment (hereafter referred to as "SF Environment") is engaged in the ongoing process of developing standards for Environmentally Preferred Products ("EPP") for use by City departments. For janitorial cleaners, San Francisco's standards have 18 points, including fifteen (15) health, safety and environmental requirements taken directly from "Green Seal" Standard GS-37, plus three (3) additional SF Environment requirements. These standards can be found at the following URL:

[http://www.sfenvironment.com/aboutus/innovative/epp/specs\\_janchem05.pdf](http://www.sfenvironment.com/aboutus/innovative/epp/specs_janchem05.pdf)

Besides passing San Francisco's health, safety and environmental requirements, the "EPP" janitorial cleaning products have considerable historical documentation of safe and effective performance after evaluation by either SF Environment or other governmental entities with similar procurement policies, such as the State of Massachusetts, Ventura County (CA) and the Cities of Santa Monica, CA and Seattle, WA. These products are continually evaluated by both the user departments and SF Environment for their effectiveness in the City's various work settings.

Bid responses for this contract will be categorized by product type; e.g., General Purpose Cleaners, Restroom Cleaners, Glass Cleaners, Heavy Duty Cleaners/Degreasers...etc.. Within each category, the bids are being solicited in one of three ways, as described below:

- A. **PRODUCT ONLY – NO SUBSTITUTE:** Some bids are solicited for specific branded products that have passed review by SF Environment. These items are denoted as

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**SPECIAL CONDITIONS (Continued)**

- B. "Environmentally Preferable", or "EPP", and have satisfied SF Environment's environmentally preferable purchasing criteria. For these particular items, Bidders are required to submit bids for the branded product as described. (These products' descriptions will also contain the words "NO SUBSTITUTE".) The description also includes the container size. The City and County of San Francisco will not accept bids for branded products or container sizes other than those listed for this category of bid items.

Accompanying each of these items is either a printed and branded quart-sized pump sprayer bottle or branded labels for attachment to plain quart-sized pump sprayer bottles. Either the price for each bottle or the price for a roll of 100 labels should be entered where denoted.

- C. **GREEN SEAL STANDARD GS-37:** Some bids are being solicited for products that have not yet passed review by SF Environment under its EPP technical requirements, but have been certified by Green Seal as meeting its "Product-Specific Health and Environmental Requirements" (i. e., Green Seal Standard GS-37, see definitions above). These items are denoted on the bid sheets as "GS-37". Specific branded GS-37-certified products are not solicited in this contract. Bidders may bid on any GS-37 certified product of the appropriate product type, but must provide verification of Green Seal GS-37 certification.

- C. **TRADITIONAL PRODUCTS:** The third level of products are so-called "traditional" janitorial cleaners. These products include many which have been purchased by City departments in the past and need not comply with either SF Environment's EPP technical requirements or the Green Seal GS-37 requirements. Some chemical products in quart-sized containers that are considered "Ready to Use" (RTU) will also be listed in these groupings. Traditional products are listed in a separate section of the contract (Section II). Section II also includes some products that have passed the San Francisco EPP criteria and/or GS-37 criteria, but which will not yet appear on the approved alternatives list (see Special Condition 69 above)

All items bid for this Contract Proposal must be in strict accordance with the line item specifications stated on the Bid Sheets. **Bidders offering products identified as "Green Seal" or "GS-37" items must include verification of "Green Seal" certification. This verification shall be one of the following:**

1. A letter from Green Seal identifying the product as being covered by a GS-37 certificate; or
2. A copy of a current GS-37 certificate form issued by Green Seal for the specific product.

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**SPECIAL CONDITIONS (Continued)**

In addition, bidder shall certify that the product formula is the same as when it was reviewed by Green Seal.

Bidder's must submit product certification letter with their bids. Bids received without product certification letter (s) will be considered non-reponsive.

**70. BIDDER'S/CONTRACTORS QUALIFICATIONS AND REQUIREMENTS**

- A. In order to receive consideration, Bidder/Contractor must have in-depth technical knowledge and experience in the products covered by the contract.
- B. Contractor must have and maintain, throughout the contract term, and any extension thereof, stocking levels of (25%) on all products and articles required by the City and County Department and its agencies. Failure to maintain adequate stock may result in the Purchaser invoking the Contractor's Default clause (General Condition No. 47) of the contract.
- C. Contractor will be responsible for providing technical support and assistance to the City through Contractor's own personnel, equipment and facilities as well as through manufacturer's technical representatives. As part of this technical support and assistance, the Contractor must provide personnel with in-depth technical knowledge of the products the Contractor is providing under this contract, to answer questions and offer any assistance required by City personnel, during City business hours (7:00 A.M. – 5:00 P.M.).
- D. Contractor must maintain stock as specified in other sections of this contract and adequate facilities to allow for immediate pick-up of "will-call" orders placed by the City and County of San Francisco Department and its agencies.
- E. Contractor's warehouse facility shall comply with Title III of the Americans with Disabilities Act Regulations (including Title 3 Accessibility Guidelines), and Title 24, State of California Building Code (California Accessibility Regulations) regarding handicapped persons' accessibility.
- F. The City may require Contractor to provide within seven (7) working business days from the date they are requested to do so, information and documentation requested by Purchaser, including but not limited to: sources of supply, distribution, dealership or agency agreements and authorizations from manufacturer's they claim to represent, lines of credit with financial institutions from manufacturer's they claim to represent, lines of credit with financial institutions and suppliers, numbers of employees, trade references and any other information to determine the Contractor's fitness to supply the contract requirements.
- G. The City reserves the right to reject any bid on which information submitted by Bidder fails to satisfy the City and/or Bidder is unable to supply information and documentation within the period of time requested.

## **AWARD**

### **Janitorial Chemicals, Soaps and Cleaners**

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#### **SPECIAL CONDITIONS (Continued)**

- H. The City reserves the right to inspect Contractor's place of business, including Contractor's existing stock prior to award or during the contract term, to aid Purchaser in determining Contractor's ability to satisfy the terms and conditions of the contract.
- I. Contractor must maintain normal business hours of at least 7:00 A.M. to 5:00 P.M., Monday through Friday throughout the term of the contract, and be open at all times during that period.
- J. Contractor must be capable of producing usage reports required under General Condition No. 50 of this contract.

#### **71. TRAINING**

The successful bidder(s) upon City request shall provide training in the proper use of each product that it furnishes to the City under this contract.

This training shall be conducted by the bidder, the product manufacturer, its distributor, or a qualified third party. The training shall be given at City facilities, and shall include step-by-step instructions for the proper dilution, use, and disposal of each product, and for the proper use of related equipment.

The Bid Items List includes two items for furnishing these training services.

The first item is for furnishing an initial 8 hours of training to City Department staff. This 8 hours of training shall take place on one calendar day, and shall be at no cost to the City and County of San Francisco.

The Bid Item List also has a item for the hourly cost of additional training time. This additional training may be requested by City Departments at any time during the contract, and may be for 1 or more hours at a time.

Additional Training Cost: \$\_\_\_\_\_ / hour

As used here, an "Hour" shall mean time spent actually presenting the specified training to City staff at any time during the contract. Bidder shall not be paid separately for training preparation time, travel time and expenses, and other training expenses.

#### **72. MANDATORY SALES REPORTS BY CONTRACTOR**

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



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**SPECIAL CONDITIONS (Continued)**

**May 1** (for January 1 – March 31 quarter)

**August 1** (for April 1 – June 30 quarter)

**October 1** (for July 1 – September 31 quarter)

**February 1** (for October 1 – December 31 quarter).

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

- 1) Total quantity and dollar value of each product on this contract ordered during the previous quarter, and
- 2) Total quantity and dollar value of each product for any other janitorial cleaners ordered by City departments. This category shall include products listed on other Citywide term contracts, on departmental contracts, or purchased off-contract.

It is the City and County of San Francisco preference that all reports shall be submitted in electronic format via email to: [chris.geiger@sfgov.org](mailto:chris.geiger@sfgov.org). Data shall be in a tabular format, preferably in a spreadsheet such as Microsoft Excel. A fax or letter confirming the email submission shall be sent to the address below (hard copy data is not required).

PLEASE NOTE: Failure to submit reports in a timely fashion shall be considered grounds for withholding payment and may result in the application of the contractors default clause (General Condition #47) of this contract.

Contractor shall send the reports to:

Chris Geiger,  
Re: Term Contract No. 83436  
San Francisco Environment  
11 Grove Street  
San Francisco CA 94102

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

[Chris.geiger@sfgov.org](mailto:Chris.geiger@sfgov.org)  
Phone: (415) 355-3759  
Fax: (415) 554-6393

[Stuart.keeler@sfgov.org](mailto:Stuart.keeler@sfgov.org)  
Phone: (415) 554-4751  
Fax: (415) 554-6717

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**SPECIAL CONDITIONS (Continued)**

**73. DELIVERY**

Contractor must comply with the following delivery requirements. Failure to comply with all requirements may result in termination of contract in accordance with Contractor's Default clause of the contract:

- A. Deliveries must be made **F.O.B.—Destination** to all City Departments located in the City and County of San Francisco, Alameda County, San Mateo County and the Hetch Hetchy Water Project in Moccasin, California.
- B. Delivery of all items under this contract must be made within 5 days from the date and time the order was placed by the City Department and received by the Contractor.
- C. No substitutions will be allowed. Contractor must deliver the exact order placed by the ordering department.
- D. Contractor may occasionally be asked to deliver prior to the maximum delivery period. Contractor must maintain sufficient inventory to supply the requirements of City departments for items contained in this contract.
- E. Emergency deliveries shall be delivered by most expeditious means possible. Contractor shall notify the department of the estimated time of delivery.
- F. Contractor shall notify the ordering department immediately if unable to deliver the items and quantities ordered. Contractor must notify and obtain approval from the ordering department prior to delivery of any back-ordered item. Ordering department may reject back-ordered items.
- G. All deliveries must include a packing slip that includes the following information:
  - Completed description including manufacturer's name and number, if applicable;
  - Quantity ordered;
  - Contract and contract item number;
  - Back ordered items and amount back-ordered;
  - Date back-ordered items will be delivered.
- H. In the event that back-ordered items are delayed in excess of 24 hours, the City reserves the right to reject partial shipment or cancel the item(s) ordered from the Contractor.
- I. The Contractor **MUST REMOVE PALLETS** from the previous delivery at the time of delivery.

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**Janitorial Chemicals, Soaps and Cleaners**

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**SPECIAL CONDITIONS (Continued)**

- J. Where required by law, contractor will include Material Safety Data Sheets (MSDSs) with delivery for applicable items. Failure to include the MSDSs for such items will constitute a material breach of contract and may result in refusal to accept delivery.
- K. Delivery—**F.O.B. DESTINATION** at various destinations as specified. **INSIDE DELIVERIES MAY BE REQUIRED.** Unless otherwise negotiated, Inside Deliveries will be at NO CHARGE

**74. PRICE**

- A. Bid prices are to be firm for the first twelve (12) month(s) of the contract term award date through October 31, 2007 or initial award date of the contract.
- B. Bid prices shall include all costs to the City.
- C. Bid prices must include delivery to all City Departments located within the City and County of San Francisco, County of San Mateo, County of Alameda and Hetch Hetchy locations.
- D. Pricing should be expressed in gallons except where noted in the line-item unit price column, including containers that are larger than gallon-sized (e. g., 5-gallon kegs). Products in non-liquid or solid form (eg) soap bars or powdered detergent) should be priced by the case with their respective package quantities noted. Hardware items such as dispensers or spray bottles will be priced on a “per item” basis.
- E. Only prices that appear on City Contract Proposal Bid Sheets will be considered. No other pages with prices or attached price list, catalog prices, will be considered.
- F. Contract quantities are indefinite. However, due to the potential of large volume purchases and repeat business, Bidders should endeavor to offer the City “Last Column” pricing on product offerings.

**75. PRICE ADJUSTMENTS**

- A. Bid prices shall remain firm for the first twelve (12) months of the contract period. Bid prices for the remaining Twenty-Four (24) months, and any extension term(s) shall be subject to adjustment only if increases occur in the industry.
- B. Price increases will be limited to a maximum of five (5%) annually.
- C. To justify any price increases, Contractor must provide Purchasing with the latest yearly percentage (%) in the Western U.S. Urban Consumer Price Index (PPI for Western U.S. Urban) as published by the Bureau of Labor Statistics, U.S. Department of Labor and providing the reason(s) for the price increase. The yearly increase (or decrease), in the

## AWARD

### Janitorial Chemicals, Soaps and Cleaners

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#### SPECIAL CONDITIONS (Continued)

- D. PPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the comparable month one (1) year prior.
- E. Adjustments shall commence Thirty (30) days after submission of satisfactory documentation and notification of agreement by the Purchaser of price increase(s).
- F. In the event that industry cost decline, the City and County of San Francisco (CCSF) shall receive, from the contractor a reduction of cost without limitations.

#### 76. BID EVALUATION

Purchasing will attempt to evaluate this "bid package" or "contract proposal" package within thirty (30) days after receipt of bids. If Purchasing requires additional evaluation time, all bidders will be notified in writing of the new expected award date.

Except as otherwise noted on bid sheets, bid prices will be compared within each subcategory of items, for example, "General Purpose Cleaners." OCA will calculate the price per gallon for "Medium-Soil Diluted Solution" for each item (see definition below), and include any applicable discount payment terms offered and/or any applicable LBE preference (See General Conditions 40 and 41) and applicable adjustment of bid price for sales tax or business tax (See Special Condition No. 78). This provides a fair way to compare products that are sold in different concentrations.

##### A. Definition of "Medium-Soil Diluted Solution"

Where applicable, bid prices shall be evaluated on the basis of price per gallon of product in its "Medium-Soil Diluted Solution" concentration. This is calculated as follows:

$$\text{Price per gallon of Medium-Soil Diluted Solution} = \frac{\mathbf{A} \times \mathbf{B}}{\mathbf{C}}$$

- Where:
- A** = Bid price per undiluted (or concentrated) gallon of product
  - B** = Ounces of product needed to make  
1 gallon of Diluted Product  
at AVERAGE (or MEDIUM SOIL) concentration
  - C** = 128 oz. (converts ounces to gallons)

In addition to providing the usual price per unit for items on the bid sheets, bidders shall state on their bid the amount of product (in ounces) required to make one gallon of Medium-Soil Diluted Solution as stated on the label (letter "B" above). Bidder's failure to provide "Medium-Soil Diluted Solution" information appropriate for their product offered will be cause to remove that product from consideration. Vendor shall indicate the "Medium-Soil Diluted Solution" for the respective product in the bid sheets in the space marked "\_\_\_\_\_Oz./Gal.". The "Medium-Soil Diluted Solution" information must be exactly the same as the dilution rate listed on the manufacturer's printed

## AWARD

### Janitorial Chemicals, Soaps and Cleaners

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#### SPECIAL CONDITIONS (Continued)

specification sheet for "Average" or "Medium soil." Only the manufacturer's printed stated dilution ratio will be used for evaluation of an offer.

For purposes of award, only the "Average" or "Medium Soil" or "Medium Duty" dilution ratio will be used. "Heavy Duty" or "Light Duty" dilution factors will not be used. In the event that an "Average" or "Medium soil" dilution rate is not listed on the manufacturer's printed instructions, the bidder must provide a dilution rate that is the average of the "Heavy Duty" and the "Light Duty" dilution rates. For example, if the "Heavy Duty" dilution rate is 5 oz/gal, and the "Light Duty" dilution rate is 1 oz/gal., the average of the two rates would be  $(5+1)/2$ , or 3 oz/gal.

Failure to provide the information as indicated above will be cause for rejection of Bidder's offer for that product.

#### 77. PRODUCT EVALUATION

The awarding of this contract and use of the products in the City's Public Health facilities may be dependent upon the successful evaluation of all products by the Product Evaluation Committee and the Infectious Control Committee at San Francisco General Hospital.

Otherwise, products may be evaluated on an individual departmental basis or by a collaboration of many City department users. Bidders must be prepared to deliver samples to different City-wide locations. Bidders must also be prepared to provide onsite training for City staff on the appropriate use of EPP and other products (see Special Condition 71. Training)

#### 78. ADJUSTMENT OF BID PRICE FOR SALES TAX OR BUSINESS TAX

In evaluating your bid, the City will adjust your bid if you pay Business Tax to the City, or if part of any sales tax or use tax associated with this purchase goes back to the City, the School District, the Community College District, or the Transportation Authority. This procedure is mandated by Chapter 21C of the City's Administrative Code. Part of Chapter 21C states:

*"The price contained in an offer shall be reduced in an amount equal to the sum of (1) the direct sales tax revenue, if any, that would be generated by the sale to the City that will be allocated to the City and County of San Francisco, the S.F. Unified School District, the S.F. Community Collect District, or the S.F. Transportation Authority...; and (2) the incremental gross receipts tax revenue that would be generated."*

#### 79. AWARD

Award will be made to the lowest responsive and responsible bidder by the aggregate (section sub-categories), or by line item, whichever is in the best interests of the City and County of San Francisco.

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**SPECIAL CONDITIONS (Continued)**

Purchasing reserves the right to make "No Award" and delete from consideration for award any item or part of any item contained in this contract proposal.

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

- A. Price (evaluated)
- B. Satisfactory review of bidders' qualifications.
- C. Any other factors deemed pertinent

**80. AWARDED ITEMS**

- A. If during the term of the contract, a contract item is determined to be unacceptable for a particular use, and such is documented by a City Department and as determined by Purchasing, it is understood and agreed that the item will be canceled and removed from the contract without penalty to the City. The City's sole obligation to the vendor is payment of deliveries made prior to the cancellation date. City shall give the vendor ten days' notice prior to any cancellation. The City will purchase the required replacement item from any source and in the manner as determined by Purchasing.
- B. If a contracted item has been discontinued by the manufacturer or is deemed temporarily unavailable, it will be the responsibility of the Contractor to search the marketplace and find an acceptable equal substitute in the time required for delivery and at the contract price.
- C. Contractor must notify Purchasing by certified mail, 30 days in advance of any changes in the description of article, brand, product code or packaging. Any changes made without the approval of Purchasing will constitute default and result in the City invoking General Condition No. 19

**81. ORDERING**

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

**82. PAYMENT**

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

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**SPECIAL CONDITIONS (Continued)**

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

**83. ADDITIONAL ITEMS**

- A. If, in the satisfaction of governmental interests it is necessary to purchase additional items from Contractor, additional items may be added to this contract by mutual agreement of the parties.
- B. The aggregated cost of all additional items added to the contract, during the contract term, shall not exceed twenty percent (20%) of the total estimated value (cost) of the original contract.
- C. All requests to add additional items to the contract must be submitted by City Departments in writing to the Purchasing Division. All requests must include complete specifications, estimated quantities for the remainder of the contract period and a price quotation provided by the contractor, for each service.
- D. All additional services added to the contract shall be approved through issuance of a contract modification.
- E. In the event the aggregated cost of the contract increases by more than 20% of the total estimated value of the original contract, or the increase totals more than \$50,000, the amount over 20% or \$50,000, shall be bid in accordance with Standard Purchasing Procedures.

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

**84. BID SECURITY**

Each bid must be accompanied by an original bid bond, or money order, or a cashier's check or certified check in the amount of \$1000.00 payable to the City and County of San Francisco, to guarantee the filing of Insurance Certificates, and proper execution of the contract. **Personal or company checks will not be accepted.** Any proposal submitted without the proper bid security shall be determined to be non-responsive and result in the rejection of the bid.

After the successful bidder has furnished the required documents or the City has rejected proposals, all bid proposal securities, except those which may have been forfeited, will be returned to the respective bidders whose proposals they accompanied.

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**SPECIAL CONDITIONS (Continued)**

**85. INSURANCE**

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

A. Without in any way limiting Contractor's liability pursuant to the 'Indemnification' section of this contract, Contractor must maintain in force, during the full term of the contract, insurance in the following amounts and coverages:

1. Worker's Compensation, with Employers' Liability limits not less than \$1,000,000 each accident.
2. Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, Independent Contractor, Broad Form Property Damages, Personal Injury, Products and Completed Operations.
3. Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Owned and Non-owned and Hired Auto Coverages, as applicable.

B. Commercial General Liability and Commercial Automobile Liability Insurance policies shall be endorsed to provide the following:

1. Name as ADDITIONAL INSUREDS, the City and County of San Francisco, its Officers, Agents, and Employees.
2. That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this contract, and that insurance applies separately to each insured against whom claim is made or suite is brought.

C. ALL POLICIES SHALL BE ENDORSED TO PROVIDE:

Thirty days advance written notice to City of cancellation, non-renewal or reduction in coverage for any reason, mailed to the following address:

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



**AWARD**  
**Janitorial Chemicals, Soaps and Cleaners**  
For the Term June 1, 2007 Through May 31, 2010

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**SPECIAL CONDITIONS (Continued)**

- D. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this contract and without lapse, for a period of three years beyond the contract expiration, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the contract, such claims shall be covered by such claims-made policies.
- E. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.
- F. Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this Contract effective on the date of such lapse of insurance.
- G. Before commencing any operations under this Contract, Contractor shall do the following: (1) furnish to City certificates of insurance and Additional Insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City in form evidencing all coverages set forth above, and (2) furnish complete copies of policies promptly upon City request. Failure to maintain insurance shall constitute a material breach of this contract.
- H. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.
- I. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insureds.

**86. FAILURE TO EXECUTE CONTRACT**

- A. Within ten days of the receipt of a notice of award, the bidder to whom the contract is awarded shall deliver the performance bond and/or specified insurance certificates to City.
- B. If the bidder fails or refuses to furnish the required bond and/or insurance within ten days after receiving notice from Purchasing, Purchasing may, at its option, determine that this bidder has abandoned its bid. Thereupon the tentative award of said

**AWARD**  
**Janitorial Chemicals, Soaps and Cleaners**  
For the Term June 1, 2007 Through May 31, 2010

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**SPECIAL CONDITIONS (Continued)**

- C. contract to this bidder shall be canceled and City shall notify the bidder's surety and collect on the bidder's bond (or the check accompanying its bid shall be deposited with the Treasurer of the City and County of San Francisco for collection) and the proceeds thereof shall be retained by City as partial liquidated damages for failure of such bidder to properly file the bonds and insurance herein required. The foregoing in no way limits the damages which are recoverable by City whether or not defined elsewhere in the contract documents.

**87. ENTIRE AGREEMENT**

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

**88. BID SUBMITTAL INSTRUCTIONS**

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

**Bidders are to return all required documents, which include:**

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

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

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

FOR MORE INFORMATION, call:

\_\_\_\_\_  
Purchaser  
Stuart Keeler  
(415) 554-4751

**END OF SPECIAL CONDITIONS**



Gavin Newsom  
Mayor

Naomi Kelly  
Director/Purchaser  
Purchasing

### CONTRACT PRODUCT/SERVICE QUALITY REPORT

#### “ATTACHMENT A”

For Term Contract No. \_\_\_\_\_

Date: \_\_\_\_\_

**SOURCE OF REPORT:**

Date of Quality

Incident: \_\_\_\_\_

Department & Division: \_\_\_\_\_

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

This report concerns Contract Item No. \_\_\_\_\_ and/or Contract Clause No. \_\_\_\_\_ .

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

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