AWARD
Sanitation System & Supplies
For the June 1, 2009 through May 31, 2012

AWARD SHEET

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:	Keene Sanitary Supply
Address:	9000 Crow Canyon Road, Ste. S329
City, State, Zip:	Danville, CA 94506
Contact:	Mark Werth
Telephone Number:	(510) 632-3000
Fax Number:	(510) 632-6309
24-Hour Emergency Number:	1-800-564-7892
Toll-Free Number:	1-800-564-7892
E-mail:	keenesansup@aol.com
Payment Terms:	N30
Vendor Number:	30542
Warehouse Location:	1763 Timothy Drive San Leandro, CA 94577
Will-Call Hours:	7:00 am to 2:00 pm
CBPO Number:	BPSF000003550

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Item No.	Description	Manufacturer Brand/Name Offiered	Price per Unit
1.	Dispenser Unit	Archer/OPS * SST-22 Security Dispenser	$ NO Charge
2.	Disinfectant Sanitizer One-step disinfectant Bactericidal multi-purpose Cleaner for toilets, urinals sinks, titles, fixtures, table glass.	*Archer/OPS Amigo DC #4001-04 4 gallons/cs Minimum order of 30 cases	$ 64.00 ea.
3.	Disinfectant Cleaner Fungicide, Virucide for complete general cleaning, disinfecting and general mopping	*Archer/OPS Cents-Able #3003-40 4x1 gallons/cs Minimum order of 30 cases	$ 64.00 ea.

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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.

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5. CONDITION OF ARTICLE

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

6. SAMPLES

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

7. FOB POINT

F.O.B. destination in San Francisco, freight prepaid and allowed.

8. PRICE LIST DISCOUNTS

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

9. BIDDING ON SEPARATE ITEMS AND IN THE AGGREGATE

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

10. PRICES

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

11. AWARDS; REJECTION OF BIDS

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

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BID AND CONTRACT CONDITIONS

12. CASH DISCOUNTS; TERMS OF PAYMENT (Commodities and Equipment only).

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

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.

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.

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

BID AND CONTRACT CONDITIONS

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 (copies of which are available from Purchasing)and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

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

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

E. **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated 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 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.

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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.

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.

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30. LIABILITY OF CITY

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

31. DRUG-FREE WORKPLACE POLICY

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

32. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

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

33. COMPLIANCE WITH LAWS

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

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.

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35. FOOD SERVICE WASTE REDUCTION REQUIREMENTS

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

End Bid and Contract Conditions

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GENERAL CONDITIONS (Continued)

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

36. CONTRACT TERM

The contract period shall be for thirty-six (36) months. The initial term of this contract is the period from award execution date, approximately June 1, 2009, or the above-stated term date, whichever is later, through the last day of the month of a 36 consecutive month period.

37. CONTRACT EXTENSION

This contract may be extended, all or in part, for a period or periods up to one year by mutual agreement in writing. The maximum contract period shall not be more than 5 years.

38. 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.

39. COOPERATIVE AGREEMENT – Deleted by Mutual Agreement

40. LEFT BLANK BY AGREEMENT OF THE PARTIES

41. 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/site/sfhumanright-index.asp

Click on 14B (LBE) Requirements & Forms.

Click on appropriate LBE Certification Application.

42. CLAIM FOR PREFERENCE

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

GENERAL CONDITIONS (Continued)

43. BID PREFERENCE FOR BROKERAGE SERVICES

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.

44. LBE SUBCONTRACTING

A. Subcontracting to LBEs

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

B. Examples of Good Faith Efforts

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

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

(2) Providing written notice to potential LBE subcontractors that Bidder will be bidding on this Contract and will be seeking subcontractors.

(3) Advertising in one or more daily or weekly newspapers, trade association publications, trade oriented publications, trade journals, or other media specified by the City, for LBEs that are interested in participating in the project.

GENERAL CONDITIONS (Continued)

(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.

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.

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

46. CONFLICT OF INTEREST

Through its execution of this Contract, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of 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.

47 NON-WAIVER OF RIGHTS

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

48 CONTRACTOR'S DEFAULT

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

AWARD
Sanitation System and Supplies

For the Term June 1, 2009 through May 31, 2012

GENERAL CONDITIONS (Continued)

49 BANKRUPTCY

In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other party this Contract shall terminate and be of no further force and effect, and any property or rights of such other party, tangible or intangible, shall forthwith be returned to it.

50 INCIDENTAL AND CONSEQUENTIAL DAMAGES

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

51. 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:

Darlene Frohm, Senior Purchaser
Re: Term Contract No. **83451**
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685

52. NOTICE TO PARTIES

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

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

GENERAL CONDITIONS (Continued)

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

53. SUBCONTRACTING

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

54. INDEPENDENT CONTRACTOR

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

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

55. SEVERABILITY

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

AWARD
Sanitation System and Supplies

For the Term June 1, 2009 through May 31, 2012

GENERAL CONDITIONS (Continued)

56. 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.

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

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

58. TERM BID – QUANTITIES

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

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

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

59. FIRST SOURCE HIRING PROGRAM (FSHP)

A. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

GENERAL CONDITIONS (Continued)

B. First Source Hiring Agreement

As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

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

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

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the

GENERAL CONDITIONS (Continued)

projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

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

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

(6) Set the term of the requirements.

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

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

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

C. Hiring Decisions

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

GENERAL CONDITIONS (Continued)

D. Exceptions

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

E. Liquidated Damages

Contractor agrees:

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

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

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

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

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

GENERAL CONDITIONS (Continued)

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

B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

therefore, liquidated damages that total $5,000 for first violations and $10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

(7) That in the event the City is the prevailing party in a civil action to recover liquidated damages for breach of a contract provision required by this Chapter, the contractor will be liable for the City's costs and reasonable attorneys fees.

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of $5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

F. Subcontracts

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

GENERAL CONDITIONS (Continued)

60. 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.

61 LIMITATIONS ON CONTRIBUTIONS

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

GENERAL CONDITIONS (Continued)

chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

62. PROHIBITION ON POLITICAL ACTIVITY WITH CITY FUNDS

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

63 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.

64 CONTRACT PRODUCT / SERVICE QUALITY REPORT

Departments may complete and return to Purchasing 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.

GENERAL CONDITIONS (Continued)

65 PROTECTION PRIVATE INFORMATION

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

66. 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 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.

AWARD
Sanitation System and Supplies

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GENERAL CONDITIONS (Continued)

67. MODIFICATION OF CONTRACT

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

End General Conditions

AWARD
Sanitation System and Supplies
For the Term June 1, 2009 through May 31, 2012

SPECIAL CONDITIONS (Continued)

68. PURPOSE

The purpose of this contract is to provide a cmplete sanitation system including dispensers and cleaning supplies, spray bottles, servicing and repairs of dispensers units, and on-going traning for the Sheriff's Department of the city and County of San Francisco.

69. PRE-BID CONFERENCE

A Pre-bid Conference & Site Walk – Through is scheduled as follows:

DATE: Monday, April 6, 2009
TIME: 09:00 a.m.
PLACE: S.F. County Jail - Main Lobby, 425 7th Street, San Francisco, CA 94103.

NOTE: HIGHLY SECURED AREA – I.D. REQU
MUST PRE-REGISTER - CONTACT: Kevin.Lyons@sfgov.org

Attending the Pre-bid Conference and Site Walk-Through is mandatory for all prospective bidders on this contract to fully assess requirements for installation of dispensers and delivering cleaning products required by this contract.

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. Any change or additions to the requirements contained in this Contract Proposal as a result of the Pre-bid Conference will be executed by written Change Notice.

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

Darlene Frohm, Senior 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
Fax No. 415-554-6717
E-mail: darlene.frohm@sfgov.org

Please, reference Contract Proposal No. **83451** in all your communications.

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SPECIAL CONDITIONS (Continued)

The Pre-bid Conference/Walkthrough 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. Faiulre 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. Its is the responsibility of the bidder to check for any changes notice, which will be posted on the City's Bid and Contracts website.

http://mission.sfgov.org/OCABidPublication/

70. DISPENSER SPECIFICATIONS

Specifications for a High-Security Tamper Proof Disinfectant Dispensers must be in strict accordance with, but not limited to, the following:

A. Dispenser unit must be smaller than three (3) cubic feet to fit into cramped areas.

B. Must be made of corrosion resistant metal that must be at least 1/8 inches thick, and all exposed parts must be made of metal.

C. Dispenser must have tamper resistant seat(s), no removable, breakable, bendable or unscrewable parts. The dispenser must completely protect the contents from Inmate tampering, damage or product theft.

D. Dispenser unit cannot be disassembled by unspecialized personnel and have no exterior button, switches or other parts that can be removed from the exterior without specialized tools and personnel.

E. Dispenser's flow action switch to begin the automatic dilution of the disinfectant cannot be a push button.

F. Activation Switch has to be able to be secured by padlock so that the product use can be restricted. The dispenser door where the concentrate is stored must be secured by a second padlock. Padlock hasps to be ¼" thick Stainless Steel.

G. Dispenser control/activation parts must not be removable.

H. Dispenser must not have exposed dispensing tubes.

I. Cleaning solution storage section of dispenser cannot be opened without key, and specialized tools and personnel.

J. Dispenser must be capable of accepting water supply by pipe or hose.

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SPECIAL CONDITIONS (Continued)

K. Dispenser must be able to dilute only 1 product at 1 dilution ration, with the capacity to mix cleaning products automatically and mix with water only. Cleaning product must be dispensed pre-diluted.

L. Dispenser must be designed to prevent/restrict the filling of unauthorized containers.

M. Dispenser must allow fresh water to be dispensed directly from the unit.

N. Dispenser must be capable of dispensing more than two different products at adjustable dilution and flow rates.

O. Instructions on dispenser must be “user friendly”. For example, instructions can be icon illustrated and/or color-coded. In addition, instructions must clearly and simply indicate uses of each cleaning product.

All dispenser units shall be provided free of charge to the City of San Francisco, during the term of this contract.

71. CLEANING PRODUCTS SPECIFICATIONS

A. Contractor shall supply two types of concentrated, multi-purpose cleaning/disinfectant products for the following general uses:

1. product suitable for cleaning floors, windows, mirrors, etc.

2. product suitable for cleaning restroom tiles, toilet bowls, sinks, urinals, showers, table tops, etc.

B. Cleaning/disinfectant products must meet the following specifications:

1. must be in concentrated form, to be diluted within the dispenser unit.

2. must be provided in containers clearly identifying the contents and uses and matching instructions on dispenser units specified in Section 70 of this contract proposal.

3. must be provided in tamper resistant containers.

4. must be in containers designed to be used exclusively in the dispensers specified in Section 70 of this contract proposal.

5. must be fast-drying.

SPECIAL CONDITIONS (Continued)

6. can be no larger than 4.7 liters in size.

C. In addition, cleaning/disinfectant products must:

1. not be proactive with each other.

2. have a HMIS Rating of 1,0,0 or better.

3. be effective against MRSA, VRE, Norwalk Virus, HIV-1 and Hepatitis B.

4. not contain hazardous substances packaged in a "chemical contact free container" where the uncapped bottle cannot be poured and there is no removable dip tube in the bottle / container.

5. be EPA registered.

6. have a "Heavy Duty Cleaning and Disinfecting" directions on the EPA Approved Label. The product's label must be submitted with the bid.

Contractor must provide complete specifications for each of the cleaning products offered. Such specifications must include, but not be limited to, product description, full range of registered functions, dilution rate, bactericidal properties, EPA registration number, active ingredients and proportion of each, disinfectant type, detergent type, sudsing, pH, hard water stability, color, odor, viscosity, and solubility in water.

In addition, Contractor must provide the spray bottles and other materials that are an integral component of the sanitation system specified by this contract. Such bottles and materials will be provided by Contractor, at not cost to the San Francisco Sheriff's Department.

72. MATERIAL SAFETY DATA SHEETS

A. Each bidder must provide the City with completed Material Safety Data Sheet (MSDS) with its bid, for each cleaning product offered. Failure to furnish a completed M.S.D.S. for each cleaning product required by this contract may result in rejection of the bid.

B. Contractor shall provide and maintain a record containing MSDS's for each cleaning product provided under this agreement.

C. MSDS are subject to approval by the San Francisco Department of Public Health - Bureau of Toxics, Health and Safety Service as to form and content. Any changes in MSDS's required by Department of Public Health shall be made by the Contractor within ten days of notification.

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SPECIAL CONDITIONS (Continued)

73. SPECIFICATIONS – PRODUCTS OFFERED

A. Bidders must provide complete specifications of the dispensers and cleaning products offered. Such specifications must include complete product description, warranties and safety assurance features.

B. Specifications, warranties and safety features of dispensers and cleaning products offered are subject to the review and approval of the San Francisco Sheriff's Department, prior to award of this contract.

C. Bidders must provide dispenser and cleaning product specifications, warranties and safety assurances along with their bid.

D. Bidders must provide, for each product offered, on a separate sheet of paper, a detailed description of any deviation from the specifications described in Section 70 and 71 of this contract proposal. Such description must be submitted along with the bid. Failure to provide the information required in this section will result in disqualification of bid.

74. WARRANTY

By submitting a bid, Contractor warrants against faulty or defective workmanship of dispensers. Contractor further warrants that all items comply fully with contract specifications.

During the contract term and any extensions thereof, Contractor agrees to replace or repair dispensers that become damaged or defective due to normal usage, at no cost to the City. Contractor agrees to make such repairs as provided in Section 81 of this contract proposal, pertaining to maintenance and repairs.

75. PRODUCT INFRINGEMENT WARRANTY AND INDEMNIFICATION

Contractor must guarantee that the use of dispensers and cleaning products provided under this contract shall not infringe upon any existing or future patent, copyright or trademark.

Contractor shall without limitation, at its sole expense, defend the City against any claim, suit or legal proceeding brought against the City based upon a claim that the dispensers and cleaning products provided by Contractor infringe upon any existing or future patent, copyright or trademark. Further, Contractor must guarantee that it shall without limitation pay any damages, legal fees and costs that might be assessed against the City in connection with any such legal proceedings.

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SPECIAL CONDITIONS (Continued)

76. CLEANING PRODUCTS - CONTAINERS AND LABELING

A. Cleaning products will be packed in new containers of the type, size and unit specified in this contract.

B. Cleaning product containers must be labeled with at least the following information:

1. Manufacturer and product name (as specified in the bid).

2. Container content.

3. Applicable federal or state specifications

4. Any hazardous materials are to be labeled according to appropriate federal, state and local laws.

5. Cautionary or use instructions required by federal, state or local laws.

6. Labels must be made of and printed using materials that will not be affected on contact by the chemicals in the containers.

77. NUMBER AND LOCATION OF DISPENSERS

A. During initial phase, Contractor shall provide an "approximate" total of **eighty-five (85) dispenser units for installation** at the following locations: County Jails #1 & #2 at 850 Bryant Street, County Jails #8 & #9 at 425 Seventh Street, Alternative Programs at 70 Oak Grove Street, Women's Re-entry Facility at 930 Bryant Street, Training Unit at 120 14th Street, San Francisco, CA, and County Jail #5 at 1 Moreland Drive, San Bruno, CA. Exact counts per location will be determined at pre-Bid Walk-through meeting – Refer to Special conditions Section 69 for details.

The number of specified units is an estimated quantity only. The San Francisco Sheriff's Department reserves the right to required additional dispensers and cleaning products in other county jail facilities during the term of this contract, as the needs of the Sheriff's Department may dictate.

B. Dispensers to be installed at the facilities specified in Section 77-A (above) shall be made available as units both with and without legs. Dispenser legs, where required, must be made of durable material; and must be affixed to dispensers and capable of being firmly secured to the floor.

C. The San Francisco Sheriff's Department reserves the right to determine the initial and final number of dispensers that will be ordered and installed during the term of

SPECIAL CONDITIONS (Continued)

this contract. Further, this contract shall not be subject to, or conditioned to a minimum order of dispenser units.

78. INSTALLATION OF DISPENSERS

A. Contractor shall coordinate the installation of dispensers with the S.F. Sheriff's Department – Bureau of Building Services. Installation will be done by the Sheriff's Department.

B. Contractor shall provide technical support to the San Francisco Sheriff's Department – Bureau of Building Services relating to the installation of dispensers required by the contract.

C. Contractor shall provide hoses, tubes and mounting hardware needed for installation of the dispensers required by this contract at no cost to the City.

D. Contractor shall provide materials, mounting hardware, and technical assistance required for installation of the sanitation system, at no cost to the City.

79. USER INSTRUCTIONS

Contractor must provide "user friendly" instructions on each dispenser unit and cleaning product container to be provided under this contract. In addition, Contractor must provide the Sheriff's Department with complete, printed, easy-to-read instructions on the use dispensers and cleaning products required by this contract.

80. CONTRACTOR SERVICE HOURS

Contractor agrees to provide products and/or service required under this contract Monday through Friday, from 8:00 A.M. to 5:00 P.M.

81. MAINTENANCE AND REPAIRS

A. Sanitation system required by this contract shall be kept in an optimum state of maintenance and repair. Maintenance and repair shall be the sole responsibility of the Contractor, for the term of the contract and any extensions thereof. Maintenance and repairs shall be at no cost to the City.

B. Contractor must have capacity to respond to and complete requests for service and/or repair within twenty-four (24) hours of receiving notification via phone from the Sheriff's Department, excluding weekends and holidays.

C. Contractor shall provide a qualified maintenance technician available during the hours specified in Special Condition 80.

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SPECIAL CONDITIONS (Continued)

D. In the event that contractor does not respond or commence repairs in times specified, the City may obtain such services from another vendor, and all costs thus incurred will be charged to the Contractor or deducted from monies owed Contractor under this or any other agreement. Further, two such failures to respond shall be considered default of contract.

E. All maintenance services shall be performed by the contractor/manufacturer and by personnel trained and approved by the contractor/manufacturer.

82. SERVICE CONTACT

A. Contractor shall designate a technician(s) to serve as the primary contact for the Sheriff's Department for servicing this contract.

B. Designated technician(s)shall have complete knowledge of the sanitation system and cleaning products required by this contract and have the authority and experience to expedite and coordinate service required by this contract.

C. Designated technician shall monitor product usage and performance and provide written reports, as may be requested by the Sheriff's Department.

D. Bidders shall provide name(s) and qualifications of technician(s) who will provide the service required herein.

83. TRAINING

Contractor shall provide full training to the San Francisco Sheriff's Department personnel on the proper use of the dispenser and cleaning products required by this contract. Such training will be provided on an on-going basis as requested by the Sheriff's Department, during the term of this contract.

84. SAMPLES AND SYSTEM DEMONSTRATION

A. A working dispenser and cleaning/disinfecting products must be submitted with the bid for security approval inspection by the Sheriff's and Office of Contract Administration – Purchasing Division. Failure to supply a sample dispenser or failure to meet all criteria embodied in this bid as a whole will disqualify the bidder. Any dispensers & products submitted will be available for return after the bid is awarded.

B. Responsive bidders may be required to perform a demonstration of the sanitation system for the San Francisco Sheriff's Department.

C. Dispensers and cleaning supplies required by this contract shall be subject to the approval of the Sheriff's Department.

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SPECIAL CONDITIONS (Continued)

85. SYSTEM DELIVERY

The sanitation system required by this contract must be delivered by contractor within thirty days (30) from the date of contract award.

86. INSURANCE

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

A. Contractor will maintain and keep in force, during the full term of the contract, insurance in the following amounts and coverage:

1. Workers' Compensation, statutory limits 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, Broadform Property Damage, Personal Injury, Products and Completed Operations, Garagekeeper's Operations and Liability.

3. Commercial Business 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 suit is brought.

C. All policies shall provide thirty days advance written notice to City of cancellation, mailed to the following address:

SPECIAL CONDITIONS (Continued)

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

D. Before commencement of the term of this contract, certificates of insurance and additional insured policy endorsements, in form and with insurers acceptable to the City, evidencing all required insurance, shall be furnished to the City, with complete copies of policies upon request.

E.. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this 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.

F. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and 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.

G. Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the 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 agreement effective on the date of such lapse of insurance.

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

87. BIDDER'S QUALIFICATIONS AND REQUIREMENTS

In order to receive consideration, Bidder must comply with the following qualifications and requirements:

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SPECIAL CONDITIONS (Continued)

A. Bidder must have sufficient knowledge and experience in the products covered by this contract.

B. Bidder must capable of providing technical support and assistance to the Sheriff's Department. As part of this technical support and assistance, bidder's personnel must have in-depth technical knowledge of the products the bidder is offering under this contract.

C. The Sheriff's Department and the Purchasing Division reserve the right to inspect Bidder's place of business, including Bidder(s) existing stock, to aid Purchaser in determining Bidder's capabilities and qualifications.

D. Purchasing Division may make investigations it deems necessary to verify bidders' qualifications. Therefore, bidders shall be prepared to furnish within seven (7) business days from the date they are requested, information and documentation required by Purchasing Division, including but not limited to: sources of supply, distribution, dealership or agency agreements and authorizations from the manufacturers they claim to represent, lines of credit with financial institutions and suppliers, number of employees and trade references.

E. City reserves the right to reject any bid on which the information submitted by Bidder fails to satisfy the City and/or Bidder is unable to supply the information and documentation within the period of time requested.

F. Contractor will be responsible for providing technical support and assistance tothe Sheriff's Department. 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 the Sheriff's Department during the hours specified in by contract.

G. Contractor shall maintain cleaning product stock in quantity and diversity to satisfy the requirements of the Sheriff's Department Departments during the term of the contract and any extension thereof.

H. City may inspect contractor's place of business, including contractor's existing stock, at anytime during the contract term to determine contractor's continuing capabilities and qualifications.

I. Contractor must produce the usage reports required under General Condition No. 51 of this contract.

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SPECIAL CONDITIONS (Continued)

J. Purchasing Division may make such investigations as it deems necessary to verify contractor's continuing qualifications, during the term of the contract. Therefore, contractor shall be prepared to furnish within seven (7) business days from the date requested, information and documentation required by Purchaser, including but not limited to: sources of supply, distribution, dealership or agency agreements and authorizations from the manufacturers they claim to represent, lines of credit with financial institutions and suppliers, number of employees and trade reference.

88. PRICE

Bid prices are to be firm from award date through the first six (6) months of award. Only the bid prices that appear on City's Contract Proposal Bid Sheets will be considered. No other pages with prices or attached price lists and/or catalog prices will be considered. Bid price to include all costs chargeable to City. Contractor will assume all costs including personnel salaries, transportation and any other expense for the training of his/her employees. No charges to City are to be made for training. All costs to City shall be included in prices entered on Bid Sheets. No overtime will be paid unless same has been approved in advance by City or San Francisco Sheriff's Department.

89. PRICE ADJUSTMENT

After the first six (6) months of award, contractor may raise or lower its prices based on the change in the relevant Producer Price Index, maintained by the U.S. Department of Labor's Bureau of Labor Statistics (BLS). Such adjustments shall commence 30 days after notification and submission of satisfactory documentation and agreement of the Purchaser. It shall be Contractor's responsibility to request and to provide documentation satisfactory to the Purchaser to support any increases.

90. BID EVALUATION

Except as otherwise noted on Bid Sheets, bid prices will be evaluated for each item based on the estimated quantity times the bid price per specified unit, less applicable discount payment terms offered (see General Conditions 12) and any applicable MBE/WBE/LBE preference (see General Conditions 42 through 43) and applicable sales tax adjustment (see General Condition 91).

91. ADJUSTMENT OF BID PRICE FOR SALES TAX

In accordance with Administrative Code Chapter 21C, for bid evaluation purposes, Purchasing will reduce your bid based on any sales tax revenue the City would receive from this purchase.

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SPECIAL CONDITIONS (Continued)

92. AWARD

A. Award will be made to the lowest responsive and responsible bidder, in the aggregate, as noted on the bid sheets. In determining the award, Purchasing will take into consideration, but will not be limited to:

1. Price (evaluated)
2. Satisfactory review of bidders' qualifications.
3. Any other factors deemed pertinent.

B. City reserves the right to a satisfactory demonstration of the sanitation system required by this contract, prior to contract award.

93. 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 the Sheriff's Department and as determined by the Purchasing Division, 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 the Purchasing Division.

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 the Purchasing Division 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. 48.

94. ADDITIONAL NEW 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.

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SPECIAL CONDITIONS (Continued)

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 items or 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.

95. ORDERING

A. Items to be furnished under this contract shall be ordered through a release from the appropriate Citywide Blanket Purchase Order by the Sheriff's Department 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.

96. PAYMENT

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

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 audit by the City.

97. ENTIRE AGREEMENT

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

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Sanitation System and Supplies

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SPECIAL CONDITIONS (Continued)

98. 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 must return the following documents only:

A. Page 1 of the Contract Proposal completed and signed.
B. Bid Sheets
C. Complete specifications of all products offered
D. Copy of any warranty and safety assurances for product offered
E. MSDS for cleaning products offered
F. All questionnaires and forms completed and signed.
G. Description of any deviation from specifications, as required in Section 73(D).

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:

Darlene Frohm, Senior Purchaser
(415) 554-6257

END OF SPECIAL CONDITIONS