

AWARD
Electrical Materials, Supplies and Fixtures
For the Term **September 15, 2013** through **August 31, 2016**

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 relevant fund requirements.

Name of Company: Maltby Electric Supply, Inc.
Address: 336 7th Street
City, State, Zip: San Francisco, CA 94103
Contact: Armand Pantaleon
Telephone Number: (415) 575-9206
Fax Number: (415) 863-5011
E-mail: APantaleon@MaltbyElectric.com
Company Representative: Armand Pantaleon

To request service: Phone: (415) 575-9206
Fax: (415) 863-5011
Toll Free: (800) 339-0668

24-Hour Emergency Number: (415) 748-8044 or (415) 740-5317

Facility Location: 336 7th Street
San Francisco, CA 94103

Business Hours: 7:00 a.m. – 5:00 p.m.
Monday through Friday

Payment Terms: 2%N30
Vendor Number: 11714

CBPO Number: BPSF00004019

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For the Term **September 15, 2013** through **August 31, 2016**

AWARD SHEET

ITEM NO.	UCC	SHORT NAME	NAME	DISCOUNT PERCENTAGE OFF TRA-SER 3RD COLUMN PRICING
1	891040	3M	3M ELECTRICAL MARKET ABRASIVE BELTS	98%
2	051111	3M	3M ELECTRICAL MARKET ABRASIVE SYSTEMS	98%
3	021200	3M	3M ELECTRICAL MARKET ADHESIVES/BONDING/SEALING	98%
4	051141	3M	3M ELECTRICAL MARKET CABLE & WIRE PRODUCTS	80%
5	051115	3M	3M ELECTRICAL MARKET CORROSION & FIRE	67%
6	054007	3M	3M ELECTRICAL MARKET ELECTRICAL PRODUCTS	28%
7	051125	3M	3M ELECTRICAL MARKET ELECTRONIC & FIRE	98%
8	053200	3M	3M ELECTRICAL MARKET FACILITIES CLEANING &	98%
9	051135	3M	3M ELECTRICAL MARKET HEAT SHRINK PRODUCTS	65%
10	051131	3M	3M ELECTRICAL MARKET INDUSTRIAL PRODUCTS	98%
11	051128	3M	3M ELECTRICAL MARKET MRO SOLUTIONS	98%
12	048011	3M	3M ELECTRICAL MARKET SAFETY PRODUCTS	98%
13	051144	3M	3M ELECTRICAL MARKET SURFACE FINISHING	98%
14	051138	3M	3M ELECTRICAL MARKET TELECOMMUNICATIONS &	98%
15	780730	A&G	A&G MFG CO, INC	50%

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16	047503	ACME	ACME ELECTRIC	74%
17	781035	ACN	ACORN FASTENERS	50%
18	781063	ADALET	ADALET PLM	50%
19	088193	AVP	AERVOE INDUSTRIES, INC	50%
20	046013	AIR	AIR KING LASKO PRODUCTS	50%
21	083162	AIR	AIR KING VENTILATION PRODUCTS	50%
22	783429	A-M	AIRMASTER	50%
23	085339	ALLIED	ALLIED MOULDED PRODUCTS	50%
24	781170	AS	ALL-STATES INC	50%
25	781197	ALPHA	ALPHA WIRE CORPORATION	50%
26	980030	CONDUIT	ALUMINUM CONDUIT	45%
27	980120	WIRE	ALUMINUM WIRE	58%
28	662364	AMFI	AMERICAN FITTINGS CORP	50%
29	027868	PWTR	AMERICAN POLYWATER	50%
30	714118	ANACON	ANAMET ELECTRICAL, INC	50%
31	731304	APC	APC by SCHNEIDER ELECTRIC	50%
32	788597	NCS	APC NETWORKING & CABLE SOLUTIONS	50%
33	781381	APP	APPLETON ELECTRIC COMPANY	54%

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34	018997	ARL	ARLINGTON INDUSTRIES	78%
35	707353	AUS	AUSTIN ELECTRICAL ENCLOSURES	50%
36	781568	BALDOR	BALDOR MOTORS	50%
37	015164	BAU	BAUER CORP	50%
38	017398	BAY	BAYCO PRODUCTS, INC	50%
39	786331	BIG-B	BIG BEAM	50%
40	662820	BRADY	BRADY CORPORATION IDENTIFICATION SOLUTIONS	75%
41	754473	BRADY	BRADY CORPORATION SIGNMARK DIVISION	75%
42	703666	BRAHT	BRADY HEATEX PRODUCTS	50%
43	707756	BRAHX	BRADY HEATEX SLEEVES	50%
44	781747	BRDGPORT	BRIDGEPORT FITTINGS INC	88%
45	780227	B-E	BRISCON ELECTRIC MFG CORP	50%
46	029054	BRK	BRK ELECTRONICS	88%
47	026715	BROAN	BROAN-NUTONE HOUSING PRODUCTS	92%
48	781786	BRYANT	BRYANT ELECTRIC	82%
49	606818	CEW	C.E.W. LIGHTING INC	50%
50	027418	CADET	CADET	88%
51	088700	CTX	CANTEX, INC	50%

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52	782172	CAPITOL	CAPITOL MFG/CAMCO FITTINGS/CONDUIT PIPE	50%
53	783238	CAPRI	CAPRI OMEGA LIGHTING	88%
54	081203	DIM	CARLON BUILDERS PRODUCTS	50%
55	034481	CARLON	CARLON ELECTRICAL PRODUCTS	48%
56	670648	PYR	CARLON PYRAMID PRODUCTS	50%
57	791207	CAR	CARLON TELECOM SYSTEMS	50%
58	079407	CRL	CAROL PRODUCTS	50%
59	786881	CARP	CARPENTER EMERGENCY LIGHTING	50%
60	743928	CBFC	CASABLANCA FAN CO	50%
61	690240	CV	CHANNEL VISION	50%
62	674812	CHRISTY	CHRISTY CONCRETE PRODUCTS, INC	18%
63	029892	CLM	COLEMAN CABLE	92%
64	078531	COL	COLUMBIA LIGHTING	50%
65	980070	CONDUIT	CONDUIT & CABLE FITTINGS	92%
66	980020	CONDUIT	CONDUIT COUPLINGS, ELBOWS & ACCESS	78%
67	781727	CNDX	CONDUX INTL, INC	50%
68	094925	CES	CONNECTICUT ELECTRIC, INC	50%
69	660674	CON	CON-TECH LIGHTING	50%

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70	782051	BLINE2	COOPER B-LINE PRODUCTS	50%
71	781011	BLINE1	COOPER B-LINE SYSTEMS, INC	50%
72	051712	BUSS	COOPER BUSSMANN	40%
73	784564	CCHC	COOPER CROUSE-HINDS COMMERCIAL	92%
74	662277	CMI	COOPER CROUSE-HINDS COMMERCIAL PRODUCTS	98%
75	782274	CRS-H	COOPER CROUSE-HINDS INDUSTRIAL	35%
76	662276	CIP	COOPER CROUSE-HINDS INDUSTRIAL PRODUCTS	92%
77	662275	CMP	COOPER CROUSE-HINDS MOLDED PRODUCTS	92%
78	784731	CCHM	COOPER CROUSE-HINDS MYERS HUBS	38%
79	786189	CCHO	COOPER CROUSE-HINDS OUTLET BOXES	92%
80	662279	CTP	COOPER CROUSE-HINDS OUTLET PRODUCTS	92%
81	622697	CPL	COOPER LIGHTING FLUORESCENT/INCANDESCENT	50%
82	623960	COO	COOPER LIGHTING FLUORESCENT/INCANDESCENT/HID	50%
83	662401	CPL	COOPER LIGHTING FLUORESCENT/INCANDESCENT/HID	50%
84	622696	CPL	COOPER LIGHTING HID/INCANDESCENT/FLUORESCENT	50%

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85	623961	CPL	COOPER LIGHTING INCANDESCENT/FLUORESCENT	50%
86	662400	CPL	COOPER LIGHTING INCANDESCENT/FLUORESCENT/HID	50%
87	040893	CWD	COOPER WIRING DEVICES INDUSTRIAL/RESIDENTIAL	50%
88	032664	CWD	COOPER WIRING DEVICES RESIDENTIAL/INDUSTRIAL	50%
89	052757	CWD	COOPER WIRING DEVICES/SPRING ACTION	50%
90	980100	WIRE	COPPER BUILDING WIRE	58%
91	980130	WIRE	COPPER WIRE, CABLE & CORD	58%
92	647881	CRF	CRAFTMADE INTERNATIONAL	50%
93	078254	CRC	CRC INDUSTRIES	30%
94	078372	KWP	CRC K&W PRODUCTS	50%
95	016606	MKC	CRC MARYKATE CLEANER	50%
96	716606	MKP	CRC MARYKATE PRODUCTS	50%
97	116606	MKT	CRC MARYKATE TREATMENT	50%
98	070755	MKW	CRC MARYKATE WAX	50%
99	072213	STA	CRC STA-LUBE	50%
100	070241	TAN	CRC TANNERY	50%
101	780354	CRS	CRESCENT LIGHTING CORP	50%

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102	075218	VIKING	CROSS, W.W. (VIKING)	50%
103	085937	CUL	CULLY ENTERPRISES INC	50%
104	782116	C-H	CUTLER HAMMER CONTROLS/MULTIPLE METERING	92%
105	786683	CHBUS	CUTLER-HAMMER BUSWAY	92%
106	786676	CHCPD	CUTLER-HAMMER CIRCUIT PROTECT DEV	20%
107	782114	C-H	CUTLER-HAMMER CONTROLS/DISTRIBUTION	92%
108	786849	C-H	CUTLER-HAMMER DISTRIBUTION	92%
109	782113	C-H	CUTLER-HAMMER DISTRIBUTION EQUIPMENT/	92%
110	786680	CHDTT	CUTLER-HAMMER DRY TYPE TFMR	78%
111	786678	CHMTR	CUTLER-HAMMER MOTOR CONTROLS	92%
112	786679	CHDIS	CUTLER-HAMMER MULTIPLE METERING	92%
113	786685	CHNUM	CUTLER-HAMMER NUMA-LOGIC CTRLS	92%
114	786687	CHPNL	CUTLER-HAMMER PANELBOARDS	92%
115	743172	CHPC	CUTLER-HAMMER POWERWARE COMPONENTS	78%
116	790341	CHPUPS	CUTLER-HAMMER POWERWARE UNINTERRUPTIBLE	78%
117	786670	CHSWG	CUTLER-HAMMER SWITCHGEAR	78%

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118	786689	CHVEC	CUTLER-HAMMER VECTROL	92%
119	703466	DANEH	DANFOSS ELECTRIC HEATING	50%
120	660559	DCE	DATACOMM ELECTRONICS, INC	50%
121	781370	D-B	DAY-BRITE FLUORESCENT/EMERGENCY/HID	92%
122	734340	D-B	DAY-BRITE FLUORESCENT/HID/EMERGENCY	92%
123	782343	D-B	DAY-BRITE HID/FLUORESCENT/EMERGENCY	92%
124	090529	DEI	DESIGNERS EDGE, INC	50%
125	710983	DOLPHIN	DOLPHIN COMPONENTS CORPORATION	50%
126	782490	DONGAN	DONGAN ELECTRIC MFG COMPANY	50%
127	781002	DOTTIE	L.H. DOTTIE	48%
128	782520	DUAL	DUAL-LITE/CORNERSTONE LIFE SAFETY PRODUCTS	78%
129	041333	DUR	DURACELL USA	50%
130	782553	DURAY	DURAY FLUORESCENT MFG	50%
131	069996	EASY	EASY HEAT PIPE/GROUND	50%
132	013627	EASY	EASY HEAT PIPE/ROOF/FLOOR/GROUND	50%
133	718205	EMC	EBINGER MANUFACTURING COMPANY	50%
134	806101	EBOX	E-BOX ENCLOSURES, INC	50%

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135	782634	EFSE	EDISON FUSE, INC	50%
136	793017	EDW	EDWARDS SIGNALING/FIRE ALARM SYSTEMS	50%
137	793016	EDW	EDWARDS SIGNALING/FIRE ALARM SYSTEMS/	50%
138	782640	EDW	EDWARDS SIGNALING/SECURITY SYSTEMS/FIRE	50%
139	687855	EGS	EGS	50%
140	633999	ELCO	ELCO LIGHTING	78%
141	782673	E-FLEX	ELECTRI-FLEX COMPANY	50%
142	030844	EMERSON	EMERSON ELEC CO	50%
143	780321	EPCO	ENGINEERED PRODUCTS COMPANY	50%
144	811706	ENVIRO	ENVIROFAN SYSTEMS, INC	50%
145	782856	ERC	ERICO, INC	50%
146	782862	ERIC	ERICSON MFG CO	50%
147	780249	ETCON	ETCON CORP	50%
148	717678	EUR	EUROBEX MFG LTD	50%
149	039800	EV-REDY	EVEREADY BATTERY COMPANY INC	50%
150	700251	EXCEL	EXCEL DRYERS	50%
151	872780	EXT	EXITRONIX EMERGENCY/EXIT	50%

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152	859602	EXT	EXITRONIX EXIT/EMERGENCY	50%
153	650737	FAN	FANTECH	50%
154	746071	FAS	FASTENING SPECIALISTS, INC	50%
155	781810	BUR	BURNDY PRODUCTS	58%
156	047569	FPE	SQUARE D/FEDERAL PIONEER	92%
157	782979	FED-SIG	FEDERAL SIGNAL CORP	50%
158	068938	MFS	MERSEN (FORMERLY FERRAZ SHAWMUT)	50%
159	782001	MFZ	MERSEN (FORMERLY FERRAZ SHAWMUT, INC)	50%
160	020967	ICC	FIREX/PARAGON/ROBERTSHAW	50%
161	980050	CONDUIT	FLEXIBLE & LIQUID TIGHT CONDUIT	68%
162	754082	FLK	FLUKE NETWORKS	25%
163	095969	FLK	FLUKE/METERMAN/AMPROBE	25%
164	028866	FICI	FRANKLIN INSTRUMENT CO, INC	50%
165	872180	FCI	FULHAM CO, INC	50%
166	980010	CONDUIT	GALVANIZED RIGID CONDUIT IMC & EMT	72%
167	785592	GRVN	GARVIN INDUSTRIES	50%
168	032076	GB	GARDNER BENDER	48%
169	425095	GE	GE CONTROL IEC CONTROL COMPONENTS	50%

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170	390207	GE	GE CONTROL IEC DISCONNECT SWITCHES	50%
171	022903	GE	GE CONTROL IEC POWER DEVICES/PILOT DEVICES/IEC	50%
172	538915	GE	GE CONTROL MANUAL MOTOR STARTERS	50%
173	783166	GE	GE CONTROL NEMA CONTROLS/IEC CONTROLS/PLC/	50%
174	017018	GE	GE CONTROL PUSH BUTTONS/IEC CONTROLS	50%
175	783164	GE	GE DISTRIBUTION EQUIPMENT	50%
176	411815	GE	GE DISTRIBUTION MINIATURE CIRCUIT BREAKERS	50%
177	413656	GE	GE DISTRIBUTION MINIATURE CIRCUIT BREAKERS/	50%
178	050096	GE	GE DISTRIBUTION MOLDED CASE CIRCUIT BREAKER	50%
179	043180	GE	GE HOME ELECTRIC PRODUCTS	50%
180	662048	GEL2	GE LIGHTING SYSTEMS (AREA), INDUSTRIAL,	50%
181	662050	GE	GE LIGHTING SYSTEMS INC INDUSTRIAL/ROADWAY/	50%
182	662051	GELT	GE LIGHTING SYSTEMS ROADWAY/INDUSTRIAL/AREA	92%
183	046188	GE	GE STRUCTURED WIRING COMPONENTS	50%

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184	039391	GE	GE STRUCTURED WIRING COMPONENTS/DIMMERS	50%
185	783173	GE	GE TRANSFORMER	50%
186	764260	GNTR	GEN/TRAN CORP	50%
187	784491	GRVS	GREAVES CORP MERCURY PRODUCTS DIV	50%
188	000552	GRNBUL	GREEN BULL, INC	50%
189	783310	GRN	GREENLEE TEXTRON, INC	28%
190	051411	HX	HALEX CO	50%
191	623980	HMND	HAMMOND MFG CO	50%
192	803423	HAM	HAMMOND POWER SOLUTIONS, INC	50%
193	089306	TYN	HELLERMANN TYTON CORP	50%
194	685728	FIRO	HIGHFIELD MFG CO (FIROMATIC)	50%
195	640665	HINK	HINKLEY LIGHTING	50%
196	785023	HMC	HMC INDUSTRIES	50%
197	783510	HOFF	HOFFMAN ENCLOSURES	48%
198	085267	HW	HONEYWELL, INC	50%
199	990008	HF	HUBBARDTON FORGE	50%
200	640181	HBA	HUBBELL BUILDING AUTOMATION	78%

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For the Term **September 15, 2013** through **August 31, 2016**

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201	785988	HUB	HUBBELL LIGHTING DIVISION	78%
202	096359	HPS	HUBBELL POWER SYSTEMS	78%
203	662620	HUB-P	HUBBELL PREMISE WIRING	78%
204	783585	HUBW	HUBBELL WIRING DEVICES –KELLEMS	35%
205	883778	HWS	HUBBELL WIRING SYSTEMS	78%
206	783608	HUNT	HUNT DIMMING	78%
207	049694	HUNTER	HUNTER FAN CO	50%
208	053392	HLG	HUNTER LIGHTING GROUP/KENROY	50%
209	783628	HYKON	HYKON MFG CO	50%
210	781789	HYKON	IDEAL BUCHANAN PRODUCTS	50%
211	783250	IDEAL	IDEAL INDUSTRIES, INC	28%
212	783669	ILSCO	ILSCO CORP	50%
213	614573	INT-GRA	INTERMATIC GRASSLIN	50%
214	078275	INT-MAT	INTERMATIC, INC	50%
215	622454	SES	IPEX, INC	50%
216	780261	NOLAN	J.P. NOLAN & COMPANY	50%
217	783795	JEFF	JEFFERSON ELEC CO	48%

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218	749761	JOSLYN	JOSLYN CLARK	50%
219	661209	JNO	JUNO LIGHTING, INC	51%
220	634830	KH	K&H INDUSTRIES, INC	50%
221	784464	K&S	K&S METALS	50%
222	047871	KID	KIDDE FIRE FIGHTING	50%
223	025417	KID	KIDDE FIRE PROTECTION	50%
224	784908	KID	KIDDE HOME PROTECTION	50%
225	783936	KLRK	KILLARK ELECTRIC MANUFACTURING CO	60%
226	093319	KING	KING ELECTRICAL MFG CO	78%
227	781352	LEM	LEM PRODUCTS, INC	50%
228	082472	LEN	LENOX (AMERICAN SAW & MFG CO)	38%
229	078477	LEV	LEVITON MFG CO	58%
230	784149	LEW	LEW ELEC FITTINGS	50%
231	746504	L-G	LIGHTGUARD/CHLORIDE SYSTEMS	50%
232	784231	LITH	LITHONIA LIGHTING CO	98%
233	745973	LITD	LITHONIA DOWNLIGHTING	98%
234	745980	LIDE	LITHONIA DOWNLIGHTING/EMERGENCY/	98%
235	745979	LIDF	LITHONIA DOWNLIGHTING/EMERGENCY/HID	98%

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For the Term **September 15, 2013** through **August 31, 2016**

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236	745974	LIDO	LITHONIA DOWNLIGHTING/OUTDOOR/FLUORESCENT	98%
237	745976	LIES	LITHONIA EMERGENCY SYSTEMS	98%
238	745977	LIFI	LITHONIA FLUORESCENT INDOOR	92%
239	745978	LIFD	LITHONIA FLUORESCENT/DOWNLIGHTING	92%
240	745975	LIGD	LITHONIA GOTHAM DOWNLIGHTING	92%
241	745981	LIHF	LITHONIA HID/FLUORESCENT	92%
242	745972	LIIF	LITHONIA INDUSTRIAL/FLUORESCENT	92%
243	745971	LISS	LITHONIA SURFACE SUSPENDED	92%
244	990014	LIT	LITON LIGHTING	92%
245	079458	L-FSE	LITTELFUSE INC	92%
246	728865	L-VIL	LOUISVILLE LADDER GROUP LLC	20%
247	078827	LPS	LPS LABORATORIES/PT TECHNOLOGIES	50%
248	027557	LUT	LUTRON ELECTRONICS	15%
249	698397	M&W	M&W ELECTRIC MANUFACTURING CO LLC	50%
250	781023	MAC	MAC PRODUCTS, INC	50%
251	784297	MADISON	MADISON ELECTRIC PRODUCTS	78%

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252	038739	MAG	MAG-LITE	50%
253	722170	MBT	MAGNUS INDUSTRIES, INC	50%
254	789143	MHT	MANHATTAN/CDT	50%
255	784337	M-THN	MARATHON SPECIAL PRODUCTS	50%
256	098319	MLY	MARLEY ENGINEERED PRODUCTS BERKO/LEADING	50%
257	030315	MLY	MARLEY ENGINEERED PRODUCTS BUILDER PRODUCTS	50%
258	685360	MLY	MARLEY ENGINEERED PRODUCTS QMARK/LEADING	50%
259	783209	MLI	MAXIM LIGHTING	50%
260	036283	MCGILL	MC GILL ELECTRICAL PRODUCT GROUP	28%
261	784474	MEL	MELTRIC CORP	50%
262	639720	M-TAL	METALLICS, INC	50%
263	784550	MCR	MICRON INDUSTRIES CORP	50%
264	784567	MIDWEST	MIDWEST ELECTRIC PRODUCTS, INC	50%
265	784572	MILB	MILBANK MFG CO	28%
266	784610	MINRLAC	MINERALLAC FASTENING SYSTEMS	50%
267	840253	MIAL	MINKA GROUP/AMBIENCE/LAVERY	50%
268	870540	MINK	MINKA GROUP/KOVACS	50%

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269	844349	MIKC	MINKA GROUP/KOVACS CONTEMPORARY	50%
270	874944	MIKL	MINKA GROUP/KOVACS/LAVERY	50%
271	718212	MINL	MINKA GROUP/LAVERY	50%
272	747396	MLAM	MINKA GROUP/LAVERY/MINKA AIRE/AMBIENCE/	50%
273	840254	MIMA	MINKA GROUP/METROPOLITAN/MINKA AIRE	50%
274	706411	MALK	MINKA GROUP/MINKA AIRE/LAVERY/KOVACS	50%
275	784651	MEC	MOELLER ELECTRIC CORP	50%
276	601986	MORSE	MORRIS PRODUCTS, INC	50%
277	095327	MULB	MULBERRY METAL PRODUCTS	50%
278	606112	MLT	MULE LIGHTING, INC	50%
279	044427	NCI	NCI LIGHTING, INC	50%
280	767706	NIC	NICOR, INC	50%
281	011126	NKI	NIEDAX-KLEINHUIS USA, INC	50%
282	732180	NOR	NORA LIGHTING, INC	28%
283	662381	NSI	NSI INDUSTRIES, INC	20%
284	784891	NUTONE	NUTONE-BROAN HOUSING PRODUCTS	15%
285	049551	OLDHAM	OLDHAM	50%
286	615624	ORB	ORBIT INDUSTRIES, INC/EVERGREEN	50%

AWARD
Electrical Materials, Supplies and Fixtures
For the Term **September 15, 2013** through **August 31, 2016**

AWARD SHEET

ITEM NO.	UCC CODE	SHORT NAME	NAME	DISCOUNT % OFF TRA-SER 3RD COLUMN PRICING
287	835243	ORBT	ORBIT INDUSTRIES, INC/UMI	50%
288	625262	OUE	OUELLET ELECTRIC HEATING	50%
289	783126	OZ-G	O-Z GEDNEY	48%
290	037988	PANV	PANASONIC VENTILATION SYSTEMS CEILING FANS	50%
291	092281	PANS	PANASONIC VENTILATION SYSTEMS CEILING/WALL/IN	50%
292	074983	PAND	PANDUIT CORPORATION	28%
293	784970	PANTH	PANTHER AMERICAN	50%
294	079046	PARAGON	PARAGON ELECTRIC	20%
295	990006	PAR	PARSEC PRODUCTS, INC	92%
296	078341	PS1	PASS & SEYMOUR INC DIMMERS/FAN SPEED	35%
297	085129	PS2	PASS & SEYMOUR INC REIKER CEILING BOX SUPPORTS	35%
298	785007	P&S	PASS & SEYMOUR INC WIRING DEVICES &	50%
299	804428	ON-Q	PASS & SEYMOUR/ON-Q	50%
300	871744	GREY	PASS & SEYMOUR/ON-Q/GREYFOX	50%
301	705591	PEC	PECO FASTENERS, INC	50%
302	785037	P-U	PENN-UNION CORPORATION	50%
303	736953	PERM	PERMA-COTE	50%

AWARD
Electrical Materials, Supplies and Fixtures
For the Term **September 15, 2013** through **August 31, 2016**

AWARD SHEET

ITEM NO.	UCC CODE	SHORT NAME	NAME	DISCOUNT % OFF TRA-SER 3RD COLUMN PRICING
304	662427	PIC	PICOMA INDUSTRIES	50%
305	695298	PLYM	PLYMOUTH RUBBER CO	92%
306	075352	PWF	POWERS FASTENERS, INC.	48%
307	702316	P-STRUT	POWER-STRUT	50%
308	720563	P-MULTI	PRECISION MULTIPLE CONTROLS, INC	50%
309	785235	PRES	PRESCOLITE	78%
310	785244	PECO	PRODUCTO ELECTRIC CORP	50%
311	785247	PROG	PROGRESS LIGHTING	50%
312	980040	CONDUIT	PVC COATED CONDUIT, FITTINGS & ACCESS	45%
313	980060	PVC	PVC CONDUIT & FITTINGS, P & C DUCT & FITTINGS	55%
314	662037	QZT	QUAZITE	28%
315	795510	GRL	R.H. GREEN	50%
316	019813	RAB	RAB LIGHTING	23%
317	050169	RACO	RACO, INC	48%
318	012800	RAYOVAC	RAYOVAC CORP	50%
319	687598	REC	RECTORSEAL CORP CLEANERS & SEALANTS	50%
320	052541	REC	RECTORSEAL CORP SOLDERING FLUX & SANDCLOTH	50%

AWARD
Electrical Materials, Supplies and Fixtures
For the Term **September 15, 2013** through **August 31, 2016**

AWARD SHEET

ITEM NO.	UCC CODE	SHORT NAME	NAME	DISCOUNT % OFF TRA-SER 3RD COLUMN PRICING
321	021449	REC	RECTORSEAL CORP SOLDERING/SEALANTS/CLEANERS	50%
322	648671	REES	REES, INC	50%
323	785399	RELI	RELIANCE CONTROLS CORP	50%
324	785401	RELTON	RELTON CORP	50%
325	785411	RMK	REMKE INDUSTRIES, INC	50%
326	071687	M-TIME	RHODES, M.H. INC	50%
327	785465	RITEOLIT	RITE-O-LITE OF CALIF	50%
328	639889	RTL	RITTAL CORPORATION	50%
329	658964	RE	RITTAL ELECTROMATE	50%
330	784011	ROBROY	ROBROY INDUSTRIES/C.C. KORNS	40%
331	045923	SAT	SATCO PRODUCTS, INC	92%
332	822920	SH	SAVOY HOUSE	50%
333	785652	S-GUL	SEA GULL LIGHTING PRODUCTS, INC	92%
334	723875	S-TEK	SEATEK CO	15%
335	661191	SEL-SW	SELECTA PRODUCTS, INC	20%
336	632909	MVC	SELECTA PRODUCTS, INC MVC FASTENERS	50%
337	726585	SHA	SHAT-R-SHIELD	50%
338	662643	SIEM2	SIEMENS AUTOMATION	92%

AWARD
Electrical Materials, Supplies and Fixtures
For the Term **September 15, 2013** through **August 31, 2016**

AWARD SHEET

ITEM NO.	UCC CODE	SHORT NAME	NAME	DISCOUNT % OFF TRA-SER 3RD COLUMN PRICING
339	783643	SIEM5	SIEMENS ELECTRICAL DISTRIBUTION PRODUCTS	92%
340	754554	SIEM3	SIEMENS INDUSTRIAL CONTROLS	92%
341	040892	SIEM1	SIEMENS DISTRIBUTION & CONTROL PRODUCTS	92%
342	783087	SIEM4	SIEMENS-FURNAS CONTROLS	45%
343	990011	SIL	SILTRON EMERGENCY SYSTEMS	50%
344	026991	SIM	SIMKAR CORPORATION FLUORESCENT LIGHTING	50%
345	027029	S-KAR	SIMKAR CORPORATION FLUORESCENT /HID/	50%
346	786674	AOS	SMITH, A.O., ELECTRICAL PRODUCTS CO	50%
347	834445	SNK	SNAKE TRAY	50%
348	783472	H-D	SOLA/HEVI-DUTY ELEC	50%
349	785901	SQD	SQUARE D CO.	28%
350	980021	BOX	STEEL BOXES	50%
351	785994	SEPCO	STEEL ELECTRIC PRODUCTS CO (SEPCO)	50%
352	662352	STW	STEWART FASTENERS	50%
353	730573	STI	STI (SPECIFIED TECHNOLOGIES, INC)	50%
354	786034	STONCO	STONCO LIGHTING	92%
355	098478	SBMP	STURGEON BAY METAL PRODUCTS, INC	50%

AWARD
Electrical Materials, Supplies and Fixtures
For the Term **September 15, 2013** through **August 31, 2016**

AWARD SHEET

ITEM NO.	UCC CODE	SHORT NAME	NAME	DISCOUNT % OFF TRA-SER 3RD COLUMN PRICING
356	990005	SWAG	SWAGELOK CO	50%
357	020206	SWIV	SWIVELIER CO	50%
358	092326	TMAC	TAYMAC CORPORATION	50%
359	756460	TEC	TECH LIGHTING LLC	50%
360	087115	BWF	TEDDICO/BWF	50%
361	095521	TLP	TEIBER LIGHTING PRODUCTS, INC	50%
362	786210	T&B	THOMAS & BETTS CORP	50%
363	781348	ANCHOR	THOMAS & BETTS ANCHOR	50%
364	783786	BLKBRN	THOMAS & BETTS BLACKBURN	50%
365	781720	BOWERS	THOMAS & BETTS BOWERS	45%
366	728494	CAT	THOMAS & BETTS CATAMOUNT	50%
367	023386	E-LINE	THOMAS & BETTS ELECTROLINE	50%
368	067396	MARR	THOMAS & BETTS MARRETTE	50%
369	704508	OCAL	THOMAS & BETTS OCAL	30%
370	786209	TBP	THOMAS & BETTS PRODUCTS	45%
371	042269	R-DOT	THOMAS & BETTS RED-DOT	50%
372	753554	SHAM	THOMAS & BETTS SHAMROCK	50%
373	785991	STL-CTY	THOMAS & BETTS STEEL CITY/KINDORF	50%

AWARD
Electrical Materials, Supplies and Fixtures
For the Term **September 15, 2013** through **August 31, 2016**

AWARD SHEET

ITEM NO.	UCC CODE	SHORT NAME	NAME	DISCOUNT % OFF TRA-SER 3RD COLUMN PRICING
374	785055	PERF-L	THOMAS & BETTS STEEL CITY/PERFECT-LINE	50%
375	616013	S-STRUT	THOMAS & BETTS SUPERSTRUT	50%
376	020389	THOMAS	THOMAS LIGHTING	50%
377	751338	TPZ	TOPAZ ELECTRIC CORP	45%
378	786261	TORK	TORK	50%
379	686334	TPI	TPI CORP	50%
380	721365	TUN	TUNGSRAM USA, LTD	50%
381	715629	RAY	TYCO THERMAL CONTROLS RAYCHEM	92%
382	786364	UNISTR	UNISTRUT CORPORATION	65%
383	761515	UNT	UNITY MANUFACTURING METAL ENCLOSURES	50%
384	053533	U-E	UNIVERSAL ENTERPRISES, INC	50%
385	768386	ULT	UNIVERSAL LIGHTING TECHNOLOGIES, INC	50%
386	042741	USI	USI ELECTRIC	50%
387	047242	CAMA	VENTAMATIC/COOL ATTIC/MAXX AIR	50%
388	697453	NUV	VENTAMATIC/NUVENT	50%
389	090444	VNT	VENTURE LIGHTING INTERNATIONAL	92%
390	786491	V-BAR	VERSABAR CORPORATION	50%

AWARD
Electrical Materials, Supplies and Fixtures
For the Term **September 15, 2013** through **August 31, 2016**

AWARD SHEET

ITEM NO.	UCC CODE	SHORT NAME	NAME	DISCOUNT % OFF TRA-SER 3RD COLUMN PRICING
391	010399	VICTOR	VICTOR SPECIALTIES	50%
392	635394	VYN	VYNCKIER ENCLOSURE SYSTEMS, INC	50%
393	786564	WLK	WIREMOLD/WALKER/LEGRAND	50%
394	754182	WATT	WATT STOPPER/LEGRAND	20%
395	051751	WER	WERNER CO	50%
396	092368	WES	WESTINGHOUSE LIGHTING CORPORATION FAN BRACE	92%
397	024034	WES	WESTINGHOUSE LIGHTING CORPORATION FIXTURES	92%
398	786710	W-R	WHITE-RODGERS	50%
399	641353	WG	WIRE-GUARD SYSTEMS, INC	50%
400	605505	WLN	WIRE-LINE	50%
401	786776	WM	WIREMOLD/LEGRAND	20%
402	786788	WOOD	WOODHEAD/AERO-MOTIVE/BRAD HARRSION/DANIEL	20%
403	037841	WRAP	WRAP-ON COMPANY	50%

End of Award Sheet(s)

AWARD
Electrical Materials, Supplies and Fixtures
For the Term **September 15, 2013** through **August 31, 2016**

BID AND CONTRACT CONDITIONS

Getting paid for goods and/or services from the City:

1. Beginning January 2012, all City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through Paymode-X, the City's third party service that provides Automated Clearing House (ACH) payments.
2. Electronic payments are processed every business day and are safe and secure.
3. To sign up for electronic payments, visit www.sfgov.org/ach.
4. The following information is required to sign up:
 - a. The enroller must be their company's authorized financial representative.
 - b. The company's legal name, main telephone number and all physical and remittance addresses used by the company
 - c. The company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor)
 - d. The company's bank account information, including routing and account numbers

If you have questions, please email: ACH.Support@sfgov.org

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 on the first page of this bid 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.

AWARD
Electrical Materials, Supplies and Fixtures
For the Term **September 15, 2013** through **August 31, 2016**

BID AND CONTRACT CONDITIONS

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 Code of Regulations and, for electrical products, Sections 110.2 and 110.3 (B) of the S.F. Electrical Code. In addition, if an electrical item has not been tested by a lab approved by City's Department of Building Inspection (DBI) or Department of Public Works (DPW), Contractor shall 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 posted on Purchasing's website at <http://www.sfgov.org/oca/>. When a non-tested item is delivered, the department will request approval from DPW. If the department is unable to obtain approval, City reserves the right to cancel the transaction and return the item to Contractor, at no charge to City.

4. Place of Manufacture

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

5. Condition of Article

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

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. Bids will NOT be considered for price lists offered other than

AWARD
Electrical Materials, Supplies and Fixtures
For the Term **September 15, 2013** through **August 31, 2016**

BID AND CONTRACT CONDITIONS

specified in Special Condition 70(A)(B)(C). Bidder's price list discounts must remain firm during the term of the contract.

9. Bidding on Separate Items and in the Aggregate

Award will be made in the aggregate. Bidders must bid on all line items.

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.

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:

- Discount period must be at least 30 days. Example: "1%, 30 days. Net 31."
- The maximum cash payment discount that will be considered when determining the lowest bid will be 2%.
- 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.
- 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 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.

AWARD
Electrical Materials, Supplies and Fixtures
For the Term **September 15, 2013** through **August 31, 2016**

BID AND CONTRACT CONDITIONS

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 patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or

AWARD
Electrical Materials, Supplies and Fixtures
For the Term **September 15, 2013** through **August 31, 2016**

BID AND CONTRACT CONDITIONS

persons in consequences 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 the 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 Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving

AWARD
Electrical Materials, Supplies and Fixtures
For the Term **September 15, 2013** through **August 31, 2016**

BID AND CONTRACT CONDITIONS

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

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. 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 agreement 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. 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. 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

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. 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:

- a. 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.
- b. Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extensions, 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

AWARD
Electrical Materials, Supplies and Fixtures
For the Term **September 15, 2013** through **August 31, 2016**

BID AND CONTRACT CONDITIONS

reevaluation of any possessory interest 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.

- c. Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events 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.
- d. 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, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.
- b. **Subcontracts.** Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.
- c. **Nondiscrimination in Benefits.** Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere

AWARD
Electrical Materials, Supplies and Fixtures
For the Term **September 15, 2013** through **August 31, 2016**

BID AND CONTRACT CONDITIONS

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 in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

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.

AWARD
Electrical Materials, Supplies and Fixtures
For the Term **September 15, 2013** through **August 31, 2016**

BID AND CONTRACT CONDITIONS

- 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.

26. MacBride Principles – Northern Ireland

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

27. Tropical Hardwood and Virgin Redwood Ban

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

28. Resource Conservation

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

AWARD
Electrical Materials, Supplies and Fixtures
For the Term **September 15, 2013** through **August 31, 2016**

BID AND CONTRACT CONDITIONS

29. Submitting False Claims; Monetary Penalties

Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at

[http://www.amlegal.com/nxt/gateway.dll/California/administrative/administrativecode?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:sanfrancisco_ca\\$sync=1](http://www.amlegal.com/nxt/gateway.dll/California/administrative/administrativecode?f=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca$sync=1).

A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

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

AWARD
Electrical Materials, Supplies and Fixtures
For the Term **September 15, 2013** through **August 31, 2016**

BID AND CONTRACT CONDITIONS

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.

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 OF BID AND CONTRACT CONDITIONS

AWARD
Electrical Materials, Supplies and Fixtures
For the Term **September 15, 2013** through **August 31, 2016**

GENERAL CONDITIONS

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

36. Contract Term

The contract period shall be for **36** months. The term of this contract is the period from award execution date, approximately **September 15, 2013**, 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 **seven (7)** years.

38. Toll-Free Telephone Number

A contractor located outside 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 will be a consideration in evaluating this bid.

39. Cooperative Agreement

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

40. Not used

41. LBE Ordinance

To qualify for a bid discount under the provisions of Admin. Code Chapter 14B, an LBE must be certified by the Contract Monitoring Division (CMD) by the Bid Due date. The certification application is available from CMD (415) 581-2310, and on the web. CMD's home page is:

www.sfgov.org/CMD

Click on the "LBE Certification" tab.

42. Claim for Preference

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

AWARD
Electrical Materials, Supplies and Fixtures
For the Term **September 15, 2013** through **August 31, 2016**

GENERAL CONDITIONS

43. LBE Bid Discount; Brokerage Services

Pursuant to Section 14B.7 of the Administrative Code, a bid discount will only be awarded to an LBE directly responsible for providing materials, equipment, supplies or services to 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 CMD. An LBE will be considered to be "regularly doing business", as that term is used in the foregoing paragraph, if in the normal course of business, it stocks, warehouses or distributes commodities to businesses or entities other than public entities having a local business preference program. Such a determination will be subject to audit by CMD. No preference will be given to an LBE engaging in brokerage, referral or temporary employment services not meeting this definition, unless those services are required and specifically requested by the department.

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.
 - (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.

AWARD
Electrical Materials, Supplies and Fixtures
For the Term **September 15, 2013** through **August 31, 2016**

GENERAL CONDITIONS

- (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.
- e. CMD Data on LBEs.** Contractor will obtain from CMD a copy of CMD's database of LBEs, and this or other information from CMD, shall be the basis for determining whether a LBE is confirmed with CMD. Contractor will obtain an updated copy of CMD's database at least **quarterly**. Please call CMD at (415) 581-2310.

45. Audit and Inspection of Records

Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work 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 matter of this Agreement shall have the same rights conferred upon City by this Section.

AWARD
Electrical Materials, Supplies and Fixtures
For the Term **September 15, 2013** through **August 31, 2016**

GENERAL CONDITIONS

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 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 the City; (b) take action in accordance with Sections 17 and 19, or (c) exercise any other legal or equitable remedy.

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 Agreement shall constitute a waiver or limitation of any rights which City may have under applicable law.

AWARD
Electrical Materials, Supplies and Fixtures
For the Term **September 15, 2013** through **August 31, 2016**

GENERAL CONDITIONS

51. Reports by Contractor

Multi-year Term Contracts

Each year, no later than February 15; Contractor shall submit a soft copy report of the total items ordered, by month, under this contract during the preceding calendar year (January 1 – December 31). The report must be in a format acceptable to City and must list by department or location the following: (1) all 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. Emailed reports must not be larger than **10MB**.

Contractor shall email reports to:

OCAVendor.Reports@sfgov.org

Any report files larger than **10MB** must be submitted in electronic format on CD-ROM or USB drive and mailed to the address shown below with the term contract number and “Annual Vendor Reporting” clearly marked on the envelope/packaging.

Contractor shall mail the reports to:

OCA Vendor Reporting
Re: Term Contract No. **77523**
City and County of San Francisco
Office of Contract Administration – Purchasing
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685

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

AWARD
Electrical Materials, Supplies and Fixtures
For the Term **September 15, 2013** through **August 31, 2016**

GENERAL CONDITIONS

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.

56. Emergency - Priority 1 Service

In case of an emergency that affects any part of 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, the Contractor shall charge fair and competitive prices for items and services ordered during an emergency and not covered under the awarded contract.

AWARD
Electrical Materials, Supplies and Fixtures
For the Term **September 15, 2013** through **August 31, 2016**

GENERAL CONDITIONS

57. Not used

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

- 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.
- 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 may be 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

AWARD
Electrical Materials, Supplies and Fixtures
For the Term **September 15, 2013** through **August 31, 2016**

GENERAL CONDITIONS

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 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.

AWARD
Electrical Materials, Supplies and Fixtures
For the Term **September 15, 2013** through **August 31, 2016**

GENERAL CONDITIONS

- (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.
- 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 quantify; 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:

AWARD
Electrical Materials, Supplies and Fixtures
For the Term **September 15, 2013** through **August 31, 2016**

GENERAL CONDITIONS

- (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

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.

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. Contractor shall provide the Earned Income Credit (EIC) Forms to each Eligible Employee at each of the following times: (i) within thirty (30) days following the date on which the applicable Contract or Contract Amendment becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in question); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of the Contract. Failure to comply with the

AWARD
Electrical Materials, Supplies and Fixtures
For the Term **September 15, 2013** through **August 31, 2016**

GENERAL CONDITIONS

foregoing requirement shall constitute a material breach by Contractor of the terms of the Contract. 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 thirty (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, 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.

AWARD
Electrical Materials, Supplies and Fixtures
For the Term **September 15, 2013** through **August 31, 2016**

GENERAL CONDITIONS

63. Preservative-Treated Wood Containing Arsenic

Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement 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 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. Not Used.

65. Protection of 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 Contractor 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. Not Used (Graffiti Removal)

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

67. Modification of Agreement

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 OF GENERAL CONDITIONS

AWARD
Electrical Materials, Supplies and Fixtures
For the Term **September 15, 2013** through **August 31, 2016**

SPECIAL CONDITIONS

68. Purpose

The purpose of this contract is to provide all using departments of the City and County of San Francisco with a reliable, responsive and responsible source of electrical materials, supplies and fixtures.

This contract will exclude all lamp, ballast and power/hand tool products.

69. Pre-Bid Conference

A Pre-bid Conference will be held as follows:

Location: **City Hall, Room 431A**
 1 Dr. Carlton B. Goodlett Place
 San Francisco, CA 94102

Date and Time: **Wednesday, May 29, 2013 at 10:00 a.m.**

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

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

Deirdre Darley, 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
E-mail: Deirdre.Darley@sfgov.org

Please reference Contract Proposal No. **77523**.

The Pre-bid Conference will begin at the time specified, and company representatives are urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. Failure to attend the Pre-bid Conference shall not excuse the successful bidder from any obligations of the contract. Written Change Notice will execute any change or addition to the requirements contained in this Contract Proposal, as a result of the Pre-bid Conference. It is the responsibility of the bidder to check for any change notice, which will be posted on the City's [Bid and Contracts](http://mission.sfgov.org/OCABidPublication) website:

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

AWARD
Electrical Materials, Supplies and Fixtures
For the Term **September 15, 2013** through **August 31, 2016**

SPECIAL CONDITIONS

70. Specifications

- A.** In order to be considered responsive to this solicitation and considered for award, bidder must offer product through the Tra-Ser Full File Electrical program and a condition of the contract will be to make the Tra-Ser Full File Electrical program available to all using departments at no charge. Awardee shall maintain the Tra-Ser Full File Electrical program during the life of the contract. Awardee shall provide any updated web based version within 120 days of that program's availability, at no charge to the City's end user departments.

To obtain information on acquiring and/or using the Tra-Ser Full File Electrical program, please contact:

Trade Service Company
15092 Avenue of Science
San Diego, CA 92128
Mary Melton
1-800-710-8987
Fax 1-858-521-1441
Email : mary_melton@tradeservice.com

- B.** Bidders must make their offers based on a flat percent discount off ALL of the Tra-Ser's third column pricing for each of the **403** manufacturers listed in the Bid Sheet (see Appendix A), for which there may be more than one division. Failure to bid on ALL manufacturers, except in the case of a "NO BID" response as stated in Section 70 C. of this bid, will disqualify the bidder's offer. The bidder's percentage discount must be shown on the submitted bid sheets. A blank line item or a zero (% 0) value in a line item percentage discount will be interpreted as an incomplete bid and the bidder may be deemed non-responsive. In addition, the bidders must submit their bids in soft copy on a CD disc or USB drive using an Excel spreadsheet in the format provided in Appendix A. If there is any inconsistency in the percent off discount submitted, the hard copies will prevail for the evaluation of offers. **Any bids submitted without both hard and soft copies of the bid sheet will be deemed non-responsive and their bid will not be evaluated.**
- C.** A bidder may offer a "NO BID" on a listed manufacturer ONLY when the bidder can substantiate that the manufacturer will not sell, under any circumstances, directly or through a distributor to anyone in the City and County of San Francisco or the state of California. To substantiate a "NO BID" the bidder must provide documentation from the manufacturer on that manufacturer's official letter head stating manufacturer's refusal/inability to sell, under any circumstances, directly or through a distributor to anyone in the City and County of San Francisco or the state of California. Failure to provide the required documentation shall result in a determination of non- responsiveness and the bidder's offer will not be considered for award. The City reserves the right to verify all "NO BIDS" and also reserves the right to remove that manufacturer from the evaluation of offers.

AWARD
Electrical Materials, Supplies and Fixtures
For the Term **September 15, 2013** through **August 31, 2016**

SPECIAL CONDITIONS

D. Lamps and Ballast Exclusions

Lamps and ballasts are prohibited/excluded from being sold/offered on this contract. Lamps and ballasts **MUST** be purchased on the appropriate City-wide Lamps and Ballasts contract (TC77407).

E. Prohibited Luminaires and Fixtures

The following types of luminaires and fixtures are prohibited from this contract, and may not be sold to the City's departments, due to concerns that the lamps or ballasts they contain (or are designed to contain) are relatively inefficient, short-lived and/or high in mercury content:

1. LED fixtures or luminaires that are not ENERGY STAR or Design Lights Consortium (DLC) Qualified (except exit signs).
2. Luminaires or fixtures that contain or are designed to contain MAGNETIC fluorescent ballasts and either T12, T10 or circular T9 fluorescent lamps.
3. Luminaires or fixtures that contain or are designed to contain T12 fluorescent lamps unless they have an efficacy rating of at least 81 lumens per watt.
4. Luminaires or fixtures that contain or are designed to contain MAGNETIC compact fluorescent ballasts and two-pin compact fluorescent lamps (CFLs).
5. Luminaires or fixtures that contain or are designed to contain all types of PREHEAT fluorescent ballasts or lamps.
6. Luminaires or fixtures that contain or are designed to contain MERCURY VAPOR ballasts or lamps.
7. Luminaires or fixtures that contain or are designed to contain MAGNETIC PROBE START metal halide ballasts or lamps, except if the lamps are >400 watts.
8. Luminaires or fixtures that contain or are designed to contain LOW-PRESSURE SODIUM ballasts or lamps.
9. Luminaires or fixtures that contain or are designed for INCANDESCENT lamps unless they are specified with halogen infrared (HIR) lamps or are needed for emergency lighting.
10. Outdoor fixtures that are not International Dark-Sky Association Qualified to ensure that they do not contribute to light pollution.

F. Green Lighting Products End User Departments are Encouraged to Buy

Contractor is strongly encouraged to promote to end user departments the following types of environmentally preferable lighting fixtures and luminaires:

- Light-emitting diodes (LEDs)(ENERGY STAR or Design Light Consortium Qualified only)
- Four-foot fluorescent T8s with premium–efficiency ballasts and lamps
- Linear fluorescent T8s and T5s (other than 4-foot T8s) with electronic ballasts and 80+ CRI lamps

AWARD
Electrical Materials, Supplies and Fixtures
For the Term **September 15, 2013** through **August 31, 2016**

SPECIAL CONDITIONS

- Non-linear fluorescent (u-bent T8s and circular T5s) with electronic ballasts and 80+ CR lamps
- Four-pin compact fluorescent lamps (CFLs) with integrated electronic ballasts
- Ceramic and other pulse start metal halides with electronic ballasts
- ENERGY STAR-rated shelf-mounted display and task lights, portable desk lamps, restroom vanity lights, chandeliers, recessed cans, track lighting, and wall sconces.
- Exit signs that use LEDs or light emitting capacitors (LECs)

G. Limited Use Lighting Products

Contractor is not prohibited from providing the following types of fixtures and luminaires but is strongly encouraged to offer more environmentally preferable products, whenever possible. The items listed below are considered limited use:

- Fluorescent fixtures and luminaires with electronic ballasts and T12 lamps
- Emergency light fixtures with non-LED lamps
- Probe start metal halide fixtures and luminaires only if they have lamps above 400 watts
- Pulse start metal halide fixtures and luminaires with magnetic ballasts
- High-pressure sodium (HPS) fixtures and luminaires except those specified with non-cycling lamps
- Incandescent fixtures that are specified with halogen infrared (HIR) lamps or emergency lights

H. Additional Requirements for Luminaires and Fixtures

Luminaires and fixtures that come equipped with ballasts for four-foot T8 fluorescent lamps shall contain electronic ballasts that are extra-efficient (i.e. they either have the NEMA Premium designation on their label or are on the Consortium for Energy Efficiency (CEE) High-Performance Qualifying Product List, which can be found at <http://www.cee1.org/com/com-lt/com-lt-main.php3> . Acceptable brands of extra-efficient (premium efficiency) ballasts include, but are not limited to, GE UltraMax or UltraStart, Sylvania Quicktronic High Efficiency (QHE), Advance Optanium (Instant and Program Start), Universal Ultim8, or equivalent. Generic electronic ballasts are not acceptable.

Luminaires or fixtures that come equipped with fluorescent lamps shall contain lamps with a color rendering index (CRI) of at least 80. Luminaires or fixtures that come equipped with four-foot T8s must have lamps that are on the CEE High-Performance Qualifying Product List.

Fixtures and luminaires sold on this contract shall meet all applicable UL and ANSI safety standards, including UL 1598, where applicable
<http://ulstandardsinonet.ul.com/scopes/1598.html>

AWARD
Electrical Materials, Supplies and Fixtures
For the Term **September 15, 2013** through **August 31, 2016**

SPECIAL CONDITIONS

I. Exit Sign Requirements

All exit signs (except self-luminescent models) sold on this contract must be lit with light-emitting diodes (LEDs) or light-emitting capacitors (LECs). All models must consume no more than 5 watts, and have at least a 3-year warranty. All exit signs must also be UL 924-certified (see <http://ulstandardsinfontet.ul.com/scopes/0924.html>) and meet NFPA 101, NEC and OSHA Illumination standards.

J. ENERGY STAR Requirements

All products in the following categories sold on this contract must carry the ENERGY STAR logo:

- Air conditioners
- Battery chargers
- Ceiling and ventilation fans
- Water Heaters

All LED lighting fixtures and luminaires (EXCEPT exit signs) offered for sale on this contract must meet ONE of the following requirements:

- ENERGY STAR Qualified (and included on the ENERGY STAR Qualified Light Fixtures Product List, which can be found at www.energystar.gov; OR

http://www.energystar.gov/index.cfm?fuseaction=find_a_product.showProductGroup&pgw_code=LU

- DesignLights Consortium (DLC) Qualified (and included on the DLC-Qualified Products List, which can be accessed online at www.designlights.org/solidstate.about.QualifiedProductsList_Publicv2.php

All fixtures and luminaires in the following categories must carry the ENERGY STAR logo or be on the DLC Qualified List:

- Chandeliers
- Restroom Vanity Lighting
- Recessed Can Lighting
- Portable Desk Lamps
- Shelf-mounted Display and Task Lights
- Track Lighting
- Wall Sconces

AWARD
Electrical Materials, Supplies and Fixtures
For the Term **September 15, 2013** through **August 31, 2016**

SPECIAL CONDITIONS

K. Lighting Controls

All lighting controls offered on this contract must comply with California's Title 24; see <http://www.energy.ca.gov/title24/>

L. Portable Space Heaters

All portable space heaters offered on this contract must be UL-certified and thermostatically controlled and must have overheat and tip-over protection safety features. This is consistent with US Department of Energy recommendations.

M. Outdoor Luminaires and Fixtures

All outdoor fixtures and luminaires must be approved by the International Dark-Sky Association (IDA). For a list of qualified products, see <http://www.darksky.org/about-ida/72-fsa#IDA-ApprovedProducts> .

CONTRACTOR MAY NOT OFFER REPLACEMENT LAMPS OR BALLASTS ON THIS CONTRACT. THOSE PRODUCTS ARE AVAILABLE ON A SEPARATE CONTRACT, TC77407.

N. Prohibited Products with Hazardous Substances

The following types of products are excluded from this contract due to the presence of hazardous materials:

- Mercury-containing thermostats and button-cell batteries
- Water or grease resistant chemicals that contain perfluorinated compounds
- Spray paints that contain ethyl benzene, dibutyl phthalate, or any other chemical that is on the State of California's "Prop 65" List of Chemicals Known to the State of California to Cause Cancer, Birth Defects or Other Reproductive Harm

Contractor is strongly encouraged to supply end user departments with lighting equipment and other electrical supplies that are compliant with the European Union's Restriction on Hazardous Substances (RoHS) Directive 2011/65/EU on the restriction of the use of certain hazardous substances in electrical and electronic equipment (www.rohs.gov.uk , recast). For a full text, go to <http://www.intertek.com/rohs/eu-directive/>.

O. Rechargeable Batteries and LED Flashlights

If the bidder offers standard batteries on this contract, it shall also offer all of the following types of rechargeable batteries as well as battery chargers as described below:

- a. Rechargeable NiMH D size

AWARD
Electrical Materials, Supplies and Fixtures
For the Term **September 15, 2013** through **August 31, 2016**

SPECIAL CONDITIONS

- b. Rechargeable NiMH C size
- c. Rechargeable NiMH AA size
- d. Rechargeable NiMH AAA size
- e. Rechargeable NiMH 9-V size
- f. Smart Battery Charger (charges 4-AA or AAA and 1-9V)
- g. Smart Battery Charger (charges 8 to 12 -AA or AAA, 4-d or C, D, 1-9V)
- h. Battery Charger w/ Car Cord & 4AA NiMH (charges 2 or 4 AA or AAA)
- i. Rechargeable low-self-discharge batteries AA size
- j. Rechargeable low-self-discharge batteries AAA size

Contractor is not allowed to sell: household-type (AA, AAA, C, D, and 9 volt) Nickel-Cadmium (Ni-Cad) batteries due to higher toxicity.

All flashlights and/or headlamps sold on this contract must be LED.

P. Battery and Thermostat Recycling

Contractor shall offer to collect and recycle rechargeable batteries free of charge through the <http://www.call2recycle.org> or an equivalent program as approved by the Director of the San Francisco Department of the Environment. Unless Contractor has received approval for an equivalent recycling program, they must provide a free rechargeable battery collection kit to any CCSF department that orders a rechargeable battery or a piece of electrical equipment that contains a rechargeable battery. Upon Purchaser's request, Contractor shall describe any programs they offer to collect and recycle rechargeable batteries free-of-charge. Upon Purchaser's request, Contractor shall also describe any programs they offer to collect and recycle other types of batteries, including the cost for this service.

Contractor shall offer to collect and recycle mercury-containing thermostats free of charge through the Thermostat Recycling Corporation's recycling program <http://www.nema.org/gov/ehs/trc/upload/contractorflier.pdf> or an equivalent program approved by the Director of the San Francisco Department of the Environment. Upon Purchaser's request, contractor shall describe any programs they offer to collect and recycle mercury-containing thermostats free of charge.

All items covered under this contract proposal must fully comply with all applicable, Federal, State and local laws, regulations, and ordinances, which govern the proper manufacture, transportation, and delivery of the products and services covered by this contract.

71. Bidder's/Contractors Qualifications and Requirements

All bids shall include the items listed in the "Items to be Submitted with Bid" column below.

The City may seek supplemental clarifying documentation relating to the satisfaction of the Minimum Qualifications (MQs) if the City deems such information necessary to determine whether

AWARD
Electrical Materials, Supplies and Fixtures
For the Term **September 15, 2013** through **August 31, 2016**

SPECIAL CONDITIONS

a bidder meets the Minimum Qualifications of this contract proposal. The City reserves the right to make a determination without further clarification of bids received. In the event that the bidder receives written notification from the City that supplemental information is required, such documentation must be received within the time period requested.

Clarification requests by the City will not relieve the bidder from meeting the Minimum Qualifications.

Bidders who do not demonstrate that they meet the Minimum Qualifications, or do not respond to and/or satisfactorily clarify that they meet Minimum Qualifications within the designated time, will be deemed non-responsive.

MINIMUM QUALIFICATIONS

Item #	Requirement	Items to be Submitted with Bid
MQ1	Three (3) years minimum experience providing electrical materials, supplies and fixtures as stated under this contract.	Photocopy of company incorporation documents showing formation date.
MQ2	Three (3) verifiable references provided.	Detailed report of at least three (3) customer references requiring similar volume of products as stated under this contract. Information shall include, but not be limited to name of company, approximates sales volume, person to contact and contact phone number, City departments within the City and County of San Francisco will be accepted as references.
MQ3	Must be "full line" distributor of electrical materials, supplies and fixtures as defined below.	(1) Provide list of all electrical supplies and manufacturers offered; (2) provide, on company letterhead, addresses of warehouses and stocking facilities and approval of a site visit to any warehouse or stocking location by CCSF representatives to ensure adequate stocking levels.
MQ4	Must offer all manufacturers and items through the Trade Service (Tra-Ser) Full File Electrical program and make Tra-Ser Full File Electrical program available to all end user departments at no charge.	Provide letter from Tra-Ser, on Trade Service letterhead, that bidder is already using the Tra-Ser program or is approved to use the Tra-Ser program in the event of award of this contract.
MQ5	Must have storage warehouse, distribution facility, parking area and "will call" counter located within San Francisco.	Provide, on company letterhead, addresses of warehouses/stocking facilities and a statement confirming which warehouses/stocking facilities have parking lots and "will call" counters.
MQ6	Must be able to deliver, on a regular basis, to any and all end user departments including those located at San Francisco Airport, Millbrae, Sunol, San Bruno and Hetch Hetchy Project (Mocassin, CA) within 24 hours when requested.	Provide, on company letterhead, a description of transportation/delivery methods used (internal fleet, 3 rd party transportation provider or other) and the range of transport able to covered within 24 hours notice.
MQ7	\$2,500 Bid Security	Bid bond, money order or cashier's check for Bid Security Total.

AWARD
Electrical Materials, Supplies and Fixtures
For the Term **September 15, 2013** through **August 31, 2016**

SPECIAL CONDITIONS

- A. In order to receive consideration, Bidder/Contractor must have in-depth technical knowledge and experience in the products covered by the contract. Bidder must have a minimum of three (3) years experience in providing products as stated under this contract. Bidder must submit with their bid a minimum of three references of customers requiring similar volume of products as provided in this contract.
- B. Bidder must be a “full line” distributor and maintain that posture, throughout the contract term and any extension thereof. A “full line” distributor is one that represents a significant number of manufacturers with a wide range of electrical parts and supplies. A “full line” distributor is one that will maintain sufficient diversity of product and stocking levels of 25% on all electrical materials required under this contract to ensure availability of product and good service to all end user departments. Failure to maintain adequate stock may result in the Purchaser invoking the Contractor’s Default clause (General Condition No. 48) of the contract.
- C. Bidder must make available upon request of any end user department, Tra-Ser Full File Electrical Software at no charge within 30 days of the request. Software to a new end user department must include an adequate number of user manuals and tutorials to assure the smooth installation of the software.
- D. Contractor must maintain sufficient diversity of product and stocking levels of 25% on all electrical materials required under this contract as specified in other sections of this contract and adequate facilities to allow for immediate pick-up of “will-call” orders placed by the using departments.
- E. To be deemed responsive to the solicitation and considered for award, bidder/contractor must have a storage warehouse, distribution facility, parking area and “will-call” counter offering end user department pick-ups located within San Francisco. In stock items deemed as “PRIORITY” by an end user department MUST be delivered within 24 hours to the end user department.
- F. Contractor’s warehouse facility shall comply with Title III of the Americans with Disabilities Act Regulations (including Title 3 Accessibility Guidelines), and Title 24, State of California Building Code (California Accessibility Regulations) regarding handicapped persons’ accessibility.
- G. The City may require Contractor to provide within seven (7) working business days from the date they are requested to do so, information and documentation requested by Purchaser, including but not limited to: sources of supply, distribution, dealership or agency agreements and authorizations from manufacturer’s they claim to represent, lines of credit with financial institutions from manufacturer’s they claim to represent, lines of credit with financial institutions and suppliers, numbers of employees, trade references and any other information to determine the Contractor’s fitness to supply the contract requirements.

AWARD
Electrical Materials, Supplies and Fixtures
For the Term **September 15, 2013** through **August 31, 2016**

SPECIAL CONDITIONS

- H. The City reserves the right to reject any bid in which information submitted by Bidder fails to satisfy the City and/or Bidder is unable to supply information and documentation within the period of time requested.
- I. The City reserves the right to inspect Contractor's place of business, including Contractor's existing stock prior to award or during the contract term, to aid Purchaser in determining Contractor's ability to satisfy the terms and conditions of the contract.
- J. Contractor must maintain normal business hours of at least 7:00 A.M. to 5:00 P.M., Monday through Friday throughout the term of the contract, and be open at all times during that period.
- K. Contractor must be capable of producing usage reports required under General Condition No. 51 of this contract.

72. Delivery

Bidder/contractor must offer product on a no minimum order basis and may not assess any small order surcharges. All shipments of in stock/standard items deemed "PRIORITY" by the end user department shall be delivered within one (1) working day of a properly tendered order. All shipments of in stock/standard items NOT deemed "PRIORITY" by the end user department shall be delivered within three (3) working days, unless otherwise approved by the ordering end user department. Non-standard/non-stock items shall be delivered within 14 calendar days of a properly tendered order unless otherwise approved by the ordering department.

All shipments shall be made F.O.B. destination to all City locations in and outside of the City and County of San Francisco and will include all packaging and handling charges. All returns shall be made at the vendor's expense. There shall be no restocking charges or payments for items ordered from this contract.

73. Price

- A. Bid prices are to be a fixed discount off ALL of the TRA-SER FULL FILE ELECTRICAL program's third column pricing. The fixed discount shall be effective for the life of the contract, irrespective of any change in the manufacturer's prices.
- B. Percentage discounts that appear on City Contract Proposal Bid Sheets will be considered as the offered price if there is any inconsistency with any CD disc/USB drive that is received with the bids.

74. Bid Evaluation

Bids will be evaluated by calculating the highest percent discount off of TRA-SER FULL FILE ELECTRICAL program's third column pricing.

AWARD
Electrical Materials, Supplies and Fixtures
 For the Term **September 15, 2013** through **August 31, 2016**

SPECIAL CONDITIONS

Except as otherwise noted on Bid Sheets, bid percentages will be evaluated for each item based on the estimated “weighted factor” times bidder’s proposed percent discount off of TRA-SER FULL FILE ELECTRICAL program’s third column pricing, plus applicable discount payment terms offered (see Bid and Contract Condition 12), plus any applicable LBE preference (see General Conditions 41 through 44) and applicable sales tax adjustment (see Special Condition 75).

- a. Bid prices will be evaluated in the aggregate for the **Total Costs** of all items (items 1 through 403) as stated in the Bid Sheet.

For example, if:

Weighted Factor = **Column A**

% off TRA-SER FULL FILE ELECTRICAL program’s 3rd column pricing = **Column B**

Initial Weighted Percent Discount = **Column C**, then

$C = A * B$, and

TOTAL INITIAL EVALUATED DISCOUNT (**D**) = Sum each bidders’ Initial Weighted Discounts ($\sum C$)

Item	Weighted Factor (A)	Percentage off TRA-SER Full File Electrical Program 3 rd Column Pricing (B)	Initial Weighted Percent Discount (C)
1	3955	43% (.43)	1700.65
2	790	72% (.72)	568.8
<i>Total Initial Evaluated Discount (D)</i>			2269.45

Final evaluated costs will equal the Initial Total evaluated cost (items 1 through 403) plus applicable discount payment terms offered (see Bid and Contract Condition 12), plus any applicable LBE preference (see General Conditions 41 through 44) and applicable sales tax adjustment (see Special Condition 75).

For example, if:

Discount Payment Terms = **E** (e.g. 2%)

LBE Preference = **F** (e.g. 10%)

Sales Tax Adjustment = **G** (e.g. 1.25%), then

FINAL EVALUATED PERCENTAGE DISCOUNT = **H**

$H = \sum (D + E + F + G)$

AWARD
Electrical Materials, Supplies and Fixtures
 For the Term **September 15, 2013** through **August 31, 2016**

SPECIAL CONDITIONS

Total Initial Evaluated Discount (D)	Discount Payment Terms 2% (E)	LBE Preference 10% (F)	Sales Tax Adjustment 1.25% (G)	Final Evaluated Percentage Discount (H)
2269.45	45.389	226.945	28.368	2570.152

Award will be made to the responsive and responsible bidder in the aggregate offering the highest Final Evaluated Percentage Discount.

Purchasing will attempt to evaluate this (“bid package” or “contract proposal” package) within sixty (60) days after receipt of bids(s). If Purchasing requires additional evaluation time, all bidders will be notified in writing of the new expected award date”.

75. Adjustment of Bid Price for Sales Tax

In accordance with Administrative Code Chapter 21.32, for bid purposes, Purchasing will reduce your bid based on any sales tax revenue the City would receive from this purchase.

76. Award

Award will be made in the aggregate to the responsive and responsible bidder offering the greatest total final evaluated percentage discount off of TRA-SER Full File Electrical column’s third column pricing plus any appropriate prompt payment discount, LBE discount and sales tax revenue (per Special Condition 75). In determining the award, Purchasing will take into consideration, but will not be limited to:

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

77. Awarded Items

If during the term of the contract, a contract item is determined to be unacceptable for a particular use, and such is documented by a City Department and as determined by Purchasing, it is understood and agreed that the item will be canceled and removed from the contract without penalty to the City. The City's sole obligation to the vendor is payment of deliveries made prior to the cancellation date. City shall give the vendor ten days' notice prior to any cancellation. The City will purchase the required replacement item from any source and in the manner as determined by Purchasing. 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. Contractor must notify Purchasing by certified mail, 30 days in advance of any changes in the description of article, brand, product code or packaging. Any changes made without the approval of Purchasing will constitute default and result in the City invoking General Condition No. 19.

AWARD
Electrical Materials, Supplies and Fixtures
For the Term **September 15, 2013** through **August 31, 2016**

SPECIAL CONDITIONS

78. Ordering

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

79. Payment

The City agrees to pay for all products in accordance with the prices quoted in the successful bid and subject to any applicable discount provisions contained in said bid. Payments shall be made by the City to Contractor in arrears, for **completed orders**, throughout the term of the contract. Invoices submitted by the Contractor must be in a form acceptable to Purchasing and Controller. All amounts paid by the City to the Contractor shall be subject to the audit by the City.

80. Additional Items

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. 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. 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. All additional items or services added to the contract shall be approved through issuance of a contract modification. 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.

81. Not Used (Environment Code Chapter 5, Resource Conservation Ordinance.)

82. Bid Security

Each bid must be accompanied by an original bid bond, or money order, or a cashier's check or certified check in the amount of **\$2,500.00** payable to the City and County of San Francisco, to guarantee the filing of Performance Bond and Insurance Certificates, and proper execution of the contract. **Personal or company checks will not be accepted.** Any proposal submitted without the proper bid security shall be determined to be non-responsive and result in the rejection of the bid. After the successful bidder has furnished the required documents or the City has rejected proposals, all bid proposal securities, except those which may have been forfeited, will be returned to the respective bidders whose proposals they accompanied.

AWARD
Electrical Materials, Supplies and Fixtures
For the Term **September 15, 2013** through **August 31, 2016**

SPECIAL CONDITIONS

83. Not Used (Performance Bond)

84. Not Used (Fidelity Bond)

85. Insurance

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

- a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:
 - (1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
 - (2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate for bodily injury, property damage, contractual liability, personal injury, products and completed operations.
 - (3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:
 - (1) Name as Additional Insured 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 Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- c. Contractor hereby agrees to waive Workers' Compensation subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

AWARD
Electrical Materials, Supplies and Fixtures
For the Term **September 15, 2013** through **August 31, 2016**

SPECIAL CONDITIONS

- d. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to:
- Director, Office of Contract Administration
Purchasing Division
City and County of San Francisco
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685
- 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 Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, 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 or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- g. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
- h. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.
- i. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.
- j. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insureds.

AWARD
Electrical Materials, Supplies and Fixtures
For the Term **September 15, 2013** through **August 31, 2016**

SPECIAL CONDITIONS

86. Failure to Execute Contract

Within ten days of the receipt of a notice of award, the bidder to whom the contract is awarded shall deliver the performance bond and/or specified insurance certificates to City. If the bidder fails or refuses to furnish the required bond and/or insurance within ten days after receiving notice from Purchasing, Purchasing may, at its option, determine that this bidder has abandoned its bid. Thereupon the tentative award of said contract to this bidder shall be canceled and City shall notify the bidder's surety and collect on the bidder's bond (or the check accompanying its bid shall be deposited with the Treasurer of the City and County of San Francisco for collection) and the proceeds thereof shall be retained by City as partial liquidated damages for failure of such bidder to properly file the bonds and insurance herein required. The foregoing in no way limits the damages which are recoverable by City whether or not defined elsewhere in the contract documents.

87. Not Used (Sweatfree Procurement)

88. Entire Agreement

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

89. Questions

Any questions or clarifications concerning the requirements in this bid proposal must be submitted, in writing, and received by OCA no less than five business days prior to the bid opening date and time. Bidders who fail to do so will waive all further rights to protest, based on these specifications and conditions

90. 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.

AWARD
Electrical Materials, Supplies and Fixtures
For the Term **September 15, 2013** through **August 31, 2016**

SPECIAL CONDITIONS

Return all required documents, which include:

- Page 1 of the Contract Proposal completed and signed.
- Bid Sheets for all items (hard and soft copy).(See Special Condition 70(B) and Appendix A).
- **All** questionnaires and forms including completed and signed, bid addendum or change notice receipts, if applicable.
- **All** items listed in Special Condition 71 “Bidders/Contractors Qualifications and Requirements”
- Bid Security, as required (See Special Condition 82).
- Bidders shall mail bid in an envelope clearly marked with the bid number and due date (lower left corner).

Bids must be made on the enclosed bid sheets and CD disc or flash drive using Excel spreadsheet.

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

FOR MORE INFORMATION, call:

Deirdre Darley, Purchaser
(415) 554-6751
Deirdre.Darley@sfgov.org

END OF SPECIAL CONDITIONS