

**A W A R D**  
Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

---

**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: Buckles-Smith Electric

Address: 540 Martin Avenue

City, State, Zip: Santa Clara, CA 95050

Contact: Peter Fenyes

Telephone Number: (408) 280-7777

Fax Number: (408) 280-0729

24-Hour Emergency Number: (800) 748-6917

Email: [pfenyes@buckles-smith.com](mailto:pfenyes@buckles-smith.com)

Payment Terms: 2% 30 days, Net 31

Federal Tax I.D. Number: 94-1460248

Vendor Number: 03857

CBPO Number: BPSF00004313

**A W A R D**  
Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

**AWARD SHEETS**

Bid Line	UCC #	Manufacturers Name	Percent Offered
1	891040	3M ELECTRICAL MARKET ABRASIVE BELTS	86.95
2	051111	3M ELECTRICAL MARKET ABRASIVE SYSTEMS	86.95
3	021200	3M ELECTRICAL MARKET ADHESIVES/BONDING/SEALING	41.05
4	080529	3M ELECTRICAL MARKET AEARO HEARING PROTECTION	60.0
5	078371	3M ELECTRICAL MARKET AEARO SAFETY SOLUTIONS	60.0
6	051141	3M ELECTRICAL MARKET CABLE & WIRE PRODUCTS	91.95
7	474491	3M ELECTRICAL MARKET COMMUNICATION TECHNOLOGIES	60.0
8	051115	3M ELECTRICAL MARKET CORROSION & FIRE PROTECTION	40.0
9	054007	3M ELECTRICAL MARKET ELECTRICAL PRODUCTS	20.0
10	051125	3M ELECTRICAL MARKET ELECTRONIC & FIRE PROTECTION	91.95
11	053200	3M ELECTRICAL MARKET FACILITIES CLEANING & CARE	91.95
12	783748	3M ELECTRICAL MARKET GAS DETECTION PRODUCTS	60.0
13	051135	3M ELECTRICAL MARKET HEAT SHRINK PRODUCTS	35.0
14	076308	3M ELECTRICAL MARKET HEAT SHRINK PRODUCTS & ACCESSORIES	60.0
15	707387	3M ELECTRICAL MARKET HOMELAND SECURITY & DEFENSE PRODUCTS	60.0
16	013166	3M ELECTRICAL MARKET IDENTIFICATION SYSTEMS	60.0
17	051131	3M ELECTRICAL MARKET INDUSTRIAL PRODUCTS	35.0
18	051128	3M ELECTRICAL MARKET MRO SOLUTIONS	40.0
19	093045	3M ELECTRICAL MARKET PELTOR HEARING PRODUCTS	60.0
20	048011	3M ELECTRICAL MARKET SAFETY PRODUCTS	36.95
21	051144	3M ELECTRICAL MARKET SURFACE FINISHING SYSTEMS	86.95
22	051138	3M ELECTRICAL MARKET TELECOMMUNICATIONS & SAFETY	45.0
23	001895	3M ELECTRICAL MARKET WRAPAROUND HEAT SHRINK PRODUCTS	60.0
24	016145	3M PURIFICATION INC./CUNO/AQUA-PURE/PURWATER	60.0
25	092498	3M PURIFICATION INC./CUNO/PURWATER/AQUA-PURE	60.0
26	780730	A&G MFG. CO., INC.	91.95
27	438177	ABB INC., LOW VOLTAGE DRIVES	57.5
28	781063	ADALET PLM	76.95
29	869640	ADVANCED ELECTRICAL & MOTOR CONTROL	60.0
30	685338	AEMC INSTRUMENTS	99.0
31	088193	AERVOE INDUSTRIES, INC.	91.95
32	077680	AFC CABLE SYSTEMS INC.	57.5
33	743243	AFLIGHTING	57.5
34	076335	AFLIGHTING/BARNETT B&C	57.5

**A W A R D**  
Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

**AWARD SHEETS**

<b>Bid Line</b>	<b>ucc #</b>	<b>Manufacturers Name</b>	<b>Percent Offered</b>
35	046013	AIR KING LASKO PRODUCTS	81.95
36	083162	AIR KING VENTILATION PRODUCTS	81.95
37	783429	AIRMASTER	81.95
38	030266	ALFRA USA LLC	57.5
39	781170	ALL-STATES INC.	76.95
40	085339	ALLIED MOULDED PRODUCTS	56.95
41	091111	ALLIED TUBE & CONDUIT CORP	70.0
42	781197	ALPHA WIRE CORPORATION	46.95
43	980030	ALUMINUM CONDUIT	60.0
44	980120	ALUMINUM WIRE	66.95
45	714176	AMERICAN LIGHTING, INC.	57.5
46	027868	AMERICAN POLYWATER	76.95
47	662364	AMFICO	70.0
48	622620	ANAMET ELECTRICAL	75.0
49	714118	ANAMET ELECTRICAL, INC.	75.0
50	731304	APC BY SCHNEIDER ELECTRIC	76.95
51	788597	APC NETWORKING & CABLE SOLUTIONS	75.0
52	879703	APC SECURITY & ENVIRONMENTAL	75.0
53	781381	APPLETON ELECTRIC COMPANY	36.95
54	018997	ARLINGTON	90.0
55	707353	AUSTIN COMPANY	76.95
56	001001	AXIS COMMUNICATIONS INC.	57.5
57	885911	B&D DEWALT OLDHAM	57.5
58	742585	B.E.S. MANUFACTURING	57.5
59	781568	BALDOR MOTORS	31.95
60	015164	BAUER	41.95
61	017398	BAYCO PRODUCTS, INC.	57.5
62	628575	BELDEN CONNECTIVITY CABLE AND ACCESSORIES	70.0
63	611589	BELDEN CONNECTIVITY PRODUCTS	70.0
64	612825	BELDEN CONNECTIVITY SOLUTIONS	70.0
65	001004	BELDEN PRODUCTS	70.0
66	786331	BIG BEAM	75.0
67	731413	BOSCH SERVICE SOLUTIONS TIF	57.5
68	687744	BOSCH TIF	57.5

**A W A R D**  
Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

**AWARD SHEETS**

<b>Bid Line</b>	<b>ucc #</b>	<b>Manufacturers Name</b>	<b>Percent Offered</b>
69	662820	BRADY CORPORATION IDENTIFICATION SOLUTIONS DIVISION	30.0
70	754473	BRADY CORPORATION SIGNMARK DIVISION	30.0
71	703666	BRADY HEATEX PRODUCTS	95.0
72	781747	BRIDGEPORT FITTINGS INC	61.95
73	780227	BRISCON ELECTRIC MFG. CORP.	76.95
74	029054	BRK ELECTRONICS	35.0
75	026715	BROAN-NUTONE HOUSING PRODUCTS	41.95
76	027014	BROAN-NUTONE RANGEAIRE	57.5
77	656407	BROAN-NUTONE STORAGE SOLUTIONS	57.5
78	055321	BROAN-NUTONE VENTILATION & HOUSING	57.5
79	781786	BRYANT W-DEVICE/ECONOMY CABLE GRIP	41.95
80	804719	BULB EZ COPPERWOLF, INC.	57.5
81	621945	BURNDY INC.	40.0
82	781810	BURNDY PRODUCTS	40.0
83	980200	CABLE TRAY PRODUCTS	57.5
84	800388	CABLOFIL/LEGRAND	57.5
85	027418	CADET	26.95
86	847656	CALPIPE INDUSTRIES, INC.	57.5
87	088700	CANTEX, INC.	75.0
88	782172	CAPITOL MFG/CAMCO FITTINGS/CONDUIT PIPE PRODUCTS	71.95
89	081203	CARLON BUILDERS PRODUCTS	61.95
90	034481	CARLON ELECTRICAL PRODUCTS	60.0
91	670648	CARLON PYRAMID PRODUCTS	91.95
92	791207	CARLON TELECOM SYSTEMS	76.95
93	079407	CAROL PRODUCTS	25.0
94	786881	CARPENTER DIV. KIDDIE INC.	75.0
95	743928	CASABLANCA FAN CO.	75.0
96	696812	CEMENTEX PRODUCTS, INC.	70.0
97	786674	CENTURY ELECTRIC MOTORS	57.5
98	617729	CERTIFIED INSULATED PRODUCTS	57.5
99	690240	CHANNEL VISION	75.0
100	025582	CHANNELLOCK INC	57.5
101	703957	CHATSWORTH PRODUCTS, INC.	57.5
102	886848	CIVILIGHT NORTH AMERICA	57.5

**A W A R D**  
Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

**AWARD SHEETS**

<b>Bid Line</b>	<b>ucc #</b>	<b>Manufacturers Name</b>	<b>Percent Offered</b>
103	084298	CLC CUSTOM LEATHERCRAFT	70.0
104	029892	COLEMAN CABLE	66.95
105	078693	COLEMAN CABLE SYSTEMS	57.5
106	078531	COLUMBIA LIGHTING	41.95
107	001002	COMMSCOPE PRODUCTS	57.5
108	884104	COMMSCOPE SYSTIMAX/UNIPRISE	57.5
109	721460	COMMSCOPE UNIPRISE/SYSTIMAX	57.5
110	856143	COMPASS LIGHTING PRODUCTS/HUBBELL LIGHTING	57.5
111	660674	CON-TECH LIGHTING	41.95
112	980070	CONDUIT & CABLE FITTINGS	51.95
113	980020	CONDUIT COUPLINGS,ELBOWS, & ACCESS	55.0
114	781727	CONDUX INTL INC	75.0
115	094925	CONNECTICUT ELECTRIC INC.	81.95
116	856240	CONSTRUCTION INNOVATIONS	57.5
117	980100	COPPER BUILDING WIRE	60.0
118	980130	COPPER WIRE,CABLE, & CORD	65.0
119	080629	CRAFTMADE ELLINGTON JEREMIAH PRODUCTS	57.5
120	647881	CRAFTMADE INTERNATIONAL	75.0
121	649123	CRC CHEMFREE	57.5
122	078254	CRC INDUSTRIES	35.0
123	078372	CRC K&W PRODUCTS	91.95
124	016606	CRC MARYKATE CLEANER	91.95
125	716606	CRC MARYKATE PRODUCTS	71.95
126	116606	CRC MARYKATE TREATMENT	91.95
127	070755	CRC MARYKATE WAX	91.95
128	072213	CRC STA-LUBE	71.95
129	070241	CRC TANNERY	91.95
130	810048	CREE LIGHTING	57.5
131	849665	CREE LIGHTING INC.	57.5
132	813959	CREE LIGHTING PRODUCTS	57.5
133	780354	CRESCENT LIGHTING CORP.	86.95
134	075218	CROSS, W.W. (VIKING)	71.95
135	703466	DANFOSS ELECTRIC HEATING	75.0
136	885917	DELTA BREEZ	57.5

**A W A R D**  
Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

**AWARD SHEETS**

<b>Bid Line</b>	<b>ucc #</b>	<b>Manufacturers Name</b>	<b>Percent Offered</b>
137	855301	DELTA-THERM CORPORATION	57.5
138	090529	DESIGNERS EDGE, INC.	75.0
139	781052	DIMPLEX	57.5
140	782980	DITEK CORP.	57.5
141	710983	DOLPHIN COMPONENTS CORPORATION	75.0
142	782490	DONGAN ELECTRIC MFG COMPANY	75.0
143	782520	DUAL-LITE/CORNERSTONE LIFE SAFETY PRODUCTS	25.0
144	074196	DURACELL GARRITY	75.0
145	071701	DYMO PRODUCTS	70.0
146	806101	E-BOX ENCLOSURES, INC.	71.95
147	069996	EASYHEAT PIPE/GROUND	75.0
148	013627	EASYHEAT PIPE/ROOF/FLOOR/GROUND	75.0
149	799038	EATON B-LINE COMM/DATA EQUIPMENT	57.5
150	662516	EATON B-LINE GS METALS	57.5
151	782051	EATON B-LINE PRODUCTS	40.0
152	781011	EATON B-LINE SYSTEMS INC	57.5
153	051712	EATON BUSSMANN	45.0
154	786683	EATON BUSWAY	51.95
155	786676	EATON CIRC PROT DEV & CTRLS	45.0
156	782114	EATON CONTROLS/DISTRIBUTION EQUIPMENT	36.95
157	782116	EATON CONTROLS/MULTIPLE METERING	41.95
158	622692	EATON CROUSE-HINDS	57.5
159	784564	EATON CROUSE-HINDS COMMERCIAL	57.5
160	662277	EATON CROUSE-HINDS COMMERCIAL PRODUCTS	35.0
161	782274	EATON CROUSE-HINDS INDUSTRIAL	35.0
162	662283	EATON CROUSE-HINDS INDUSTRIAL FITTINGS & LIGHTING	57.5
163	662276	EATON CROUSE-HINDS INDUSTRIAL PRODUCTS	57.5
164	662275	EATON CROUSE-HINDS MOLDED PRODUCTS	57.5
165	784731	EATON CROUSE-HINDS MYERS HUBS	57.5
166	662278	EATON CROUSE-HINDS MYERS PRODUCTS	57.5
167	662280	EATON CROUSE-HINDS OBSTRUCTION LIGHTING	57.5
168	786189	EATON CROUSE-HINDS OUTLET BOXES	60.0
169	662279	EATON CROUSE-HINDS OUTLET PRODUCTS	57.5
170	435156	EATON CROUSE-HINDS PRODUCTS NORTEM	57.5

**A W A R D**  
Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

**AWARD SHEETS**

<b>Bid Line</b>	<b>ucc #</b>	<b>Manufacturers Name</b>	<b>Percent Offered</b>
171	589351	EATON CROUSE-HINDS PRODUCTS CEAG1	57.5
172	589352	EATON CROUSE-HINDS PRODUCTS CEAG2	57.5
173	589355	EATON CROUSE-HINDS PRODUCTS CEAG3	57.5
174	589357	EATON CROUSE-HINDS PRODUCTS CEAG4	57.5
175	589358	EATON CROUSE-HINDS PRODUCTS CEAG5	57.5
176	012539	EATON CROUSE-HINDS PRODUCTS CEAG6	57.5
177	250217	EATON CROUSE-HINDS PRODUCTS CEAG7	57.5
178	589350	EATON CROUSE-HINDS PRODUCTS CEAG8	57.5
179	786849	EATON DISTRIBUTION	51.95
180	782113	EATON DISTRIBUTION EQUIPMENT/CONTROLS	57.5
181	786689	EATON IQ METERING	36.95
182	622697	EATON LIGHTING FLUORESCENT/INCANDESCENT	51.95
183	623960	EATON LIGHTING FLUORESCENT/INCANDESCENT/HID	51.95
184	662401	EATON LIGHTING FLUORESCENT/INCANDESCENT/HID/EMERGENCY	57.5
185	622696	EATON LIGHTING HID/INCANDESCENT/FLUORESCENT/EXIT	51.95
186	623961	EATON LIGHTING INCANDESCENT/FLUORESCENT	57.5
187	662400	EATON LIGHTING INCANDESCENT/FLUORESCENT/HID/EMERGENCY	57.5
188	080083	EATON LIGHTING INDOOR/OUTDOOR	57.5
189	783363	EATON LIGHTING LUMIERE	57.5
190	786679	EATON METERING & DISTRIB	55.0
191	015082	EATON MOELLER CONTROLS & DISTRIBUTION	57.5
192	015081	EATON MOELLER DISTRIBUTION & CONTROLS	57.5
193	640130	EATON MOELLER MICROINNOVATION EQUIPMENT	57.5
194	014380	EATON MOELLER MINIATURE CIRCUIT BREAKERS	57.5
195	008790	EATON MOELLER PARTS & COMPONENTS	57.5
196	015080	EATON MOELLER SWITCHES & CONTROLS	57.5
197	786678	EATON MOTOR CTRLS & DIST	36.95
198	553340	EATON NETWORK CLOSET SOLUTIONS	57.5
199	786685	EATON NUMA-LOGIC CTRLS/DIST	51.95
200	786687	EATON PANELBOARDS & DISTRIB	86.95
201	743172	EATON POWERWARE COMPONENTS	36.95
202	790341	EATON POWERWARE UPS	40.0
203	786670	EATON SWITCHGEAR	51.95
204	786680	EATON TFMRS & DISTRIB	51.95

**A W A R D**  
Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

**AWARD SHEETS**

<b>Bid Line</b>	<b>ucc #</b>	<b>Manufacturers Name</b>	<b>Percent Offered</b>
205	040893	EATON WIRING DEVICES INDUSTRIAL/RESIDENTIAL	75.0
206	032664	EATON WIRING DEVICES RESIDENTIAL/INDUSTRIAL	75.0
207	052757	EATON WIRING DEVICES/SPRING ACTION	75.0
208	718205	EBINGER MANUFACTURING COMPANY	76.95
209	782634	EDISON FUSE, INC.	95.0
210	793017	EDWARDS SIGNALING/FIRE ALARM SYSTEMS	75.0
211	793016	EDWARDS SIGNALING/FIRE ALARM SYSTEMS/SECURITY SYSTEMS	75.0
212	782640	EDWARDS SIGNALING/SECURITY SYSTEMS/FIRE ALARM SYSTEMS	30.0
213	687855	EGS	75.0
214	031293	EIKO NORTH AMERICA	57.5
215	633999	ELCO LIGHTING	26.95
216	782673	ELECTRI-FLEX COMPANY	60.0
217	030844	EMERSON ELEC CO	75.0
218	633914	EMERSON NETWORK POWER SURGE PROTECTION CONTROL CONCEPTS	57.5
219	630898	EMERSON NETWORK POWER SURGE PROTECTION EDCO	57.5
220	046609	EMPIRE LEVEL INC	57.5
221	015812	EMPIRE LEVEL INCORPORATED	57.5
222	780321	ENGINEERED PRODUCTS COMPANY	75.0
223	811706	ENVIROFAN SYSTEMS INC.	76.95
224	782856	ERICO, INC.	45.0
225	782862	ERICSON MFG CO	75.0
226	845094	ET2 CONTEMPORARY LIGHTING	57.5
227	780249	ETCON CORP.	75.0
228	039800	EVEREADY BATTERY COMPANY INC	75.0
229	700251	EXCEL DRYERS	36.95
230	872780	EXITRONIX EMERGENCY/EXIT	75.0
231	846750	EXITRONIX EXIT SIGN/EMERGENCY	75.0
232	859602	EXITRONIX EXIT/EMERGENCY	75.0
233	717678	EXM MANUFACTURING LTD.	75.0
234	844366	FANLIGHT CORPORATION, INC.	57.5
235	650737	FANTECH	76.95
236	746071	FASTENING SPECIALISTS, INC.	76.95
237	047569	FEDERAL PIONEER/SQUARE D	95.0



**A W A R D**  
Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

**AWARD SHEETS**

<b>Bid Line</b>	<b>ucc #</b>	<b>Manufacturers Name</b>	<b>Percent Offered</b>
238	782979	FEDERAL SIGNAL CORP.	31.95
239	014817	FEISS LIGHTING	57.5
240	980050	FLEXIBLE & LIQUID TIGHT CONDUIT	60.0
241	754082	FLUKE NETWORKS	21.95
242	095969	FLUKE/METERMAN/AMPROBE	20.0
243	028866	FRANKLIN INSTRUMENT CO., INC.	41.95
244	872180	FULHAM CO., INC.	30.0
245	847098	FULHAM FIRE HORSE	57.5
246	813068	FULHAM HIGH HORSE	57.5
247	751571	GAFCO GREEN	57.5
248	632591	GALVAN INDUSTRIES, INC.	57.5
249	980010	GALVANIZED RIGID CONDUIT IMC & EMT	80.0
250	785592	GARVIN INDUSTRIES	75.0
251	032076	GB INC	41.95
252	010151	GC/WALDOM	57.5
253	425095	GE CONTROL IEC CONTROL COMPONENTS	31.95
254	390207	GE CONTROL IEC DISCONNECT SWITCHES	76.95
255	022903	GE CONTROL IEC POWER DEVICES/PILOT DEVICES/IEC RELAYS	95.0
256	538915	GE CONTROL MANUAL MOTOR STARTERS	31.95
257	783166	GE CONTROL NEMA CONTROLS/IEC CONTROLS/PLC/RENEWAL PARTS	26.95
258	017018	GE CONTROL PUSH BUTTONS/IEC CONTROLS	26.95
259	783175	GE DISTRIBUTION & CONTROL	57.5
260	783164	GE DISTRIBUTION EQUIPMENT	21.0
261	411815	GE DISTRIBUTION MINIATURE CIRCUIT BREAKERS	36.95
262	413656	GE DISTRIBUTION MINIATURE CIRCUIT BREAKERS/ACCESSORIES	22.95
263	050096	GE DISTRIBUTION MOLDED CASE CIRCUIT BREAKER FRAMES	91.95
264	043180	GE HOME ELECTRIC PRODUCTS	31.95
265	043168	GE LIGHTING, INC./LAMPS	30.0
266	046188	GE STRUCTURED WIRING COMPONENTS	75.0
267	039391	GE STRUCTURED WIRING COMPONENTS/DIMMERS	76.95
268	783173	GE TRANSFORMER	57.5
269	084123	GEIST MANUFACTURING	57.5
270	764260	GEN/TRAN CORP.	75.0
271	663008	GENERAL CABLE/NEXTGEN	57.5

**A W A R D**  
Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

**AWARD SHEETS**

<b>Bid Line</b>	<b>ucc #</b>	<b>Manufacturers Name</b>	<b>Percent Offered</b>
272	001000	GREAT LAKES CASE & CABINET	57.5
273	784491	GREAVES CORPORATION	75.0
274	783310	GREENLEE INC	21.0
275	769328	GREENLEE TEXTRON PALADIN TOOLS	57.5
276	807154	HALCO LIGHTING TECHNOLOGIES	76.95
277	051411	HALEX CO.	57.5
278	623980	HAMMOND MFG. CO.	56.95
279	803423	HAMMOND POWER SOLUTIONS INC.	30.0
280	858252	HARDWARE INNOVATIONS SYLVANIA TIMERS & VENTILATION	75.0
281	808475	HARGER LIGHTNING & GROUNDING	57.5
282	742796	HARRIS MARCUS HOME PRODUCTS	75.0
283	651849	HAVELLS LAMPS-USA, INC.	57.5
284	051849	HAVELLS LIGHTING-USA, INC.	57.5
285	064608	HAVELLS PRODUCTS-USA, INC.	57.5
286	664608	HAVELLS SUPPLIES-USA, INC.	57.5
287	001005	HAYDON CORPORATION, INC.	57.5
288	786607	HAZLUX LTG DIV AMERICAN ELEC	60.0
289	089306	HELLERMANN TYTON CORP.	76.95
290	685728	HIGHFIELD MFG. CO. (FIROMATIC)	71.95
291	759621	HILTI ANCHORING & EQUIPMENT	57.5
292	640665	HINKLEY LIGHTING	56.95
293	785023	HMC INDUSTRIES	76.95
294	085267	HONEYWELL INC	56.95
295	799385	HOWARD INDUSTRIES, INC.	57.5
296	990008	HUBBARDTON FORGE	86.95
297	047503	HUBBELL ACME ELECTRIC	57.5
298	640181	HUBBELL BUILDING AUTOMATION	31.95
299	785988	HUBBELL LIGHTING DIVISION	31.95
300	096359	HUBBELL POWER SYSTEMS	16.95
301	662620	HUBBELL PREMISE W/D	41.95
302	783585	HUBBELL WIRING DEVICE/KELLEMS	40.0
303	805035	HUBBELL WIRING DEVICES/TEMCO	40.0
304	883778	HUBBELL WIRING SYSTEMS	40.0
305	783608	HUNT DIMMING	81.95

**A W A R D**  
Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

**AWARD SHEETS**

<b>Bid Line</b>	<b>ucc #</b>	<b>Manufacturers Name</b>	<b>Percent Offered</b>
306	049694	HUNTER FAN CO	75.0
307	053392	HUNTER LIGHTING GROUP/KENROY	41.95
308	783628	HYKON MFG CO	81.95
309	781789	IDEAL BUCHANAN PRODUCTS	30.0
310	783250	IDEAL INDUSTRIES INC	30.0
311	783669	ILSCO CORP	41.95
312	614573	INTERMATIC GRASSLIN	61.95
313	078275	INTERMATIC, INC	20.0
314	622454	IPEX, INC.	75.0
315	783795	JEFFERSON ELEC CO	31.95
316	749761	JOSLYN CLARK CONTROLS LLC	81.95
317	691010	JUNO ALFA LIGHTING	57.5
318	633044	JUNO INDY ACCULITE LIGHTING	57.5
319	661209	JUNO LIGHTING INC.	57.5
320	784464	K&S METALS	75.0
321	001003	K-SUN CORPORATION	75.0
322	890949	KEYSTONE BALLAST	75.0
323	047871	KIDDE FIRE FIGHTING	75.0
324	025417	KIDDE FIRE PROTECTION	91.95
325	784908	KIDDE HOME PROTECTION	91.95
326	783936	KILLARK ELECTRIC MANUFACTURING CO.	30.0
327	093319	KING ELECTRICAL MFG. CO.	31.95
328	719362	KING INNOVATION	75.0
329	783972	KNOPP INC	57.5
330	842136	KONKORE FITTINGS	57.5
331	781002	L.H. DOTTIE COMPANY	60.0
332	804428	LEGRAND/ON-Q	57.5
333	781352	LEM PRODUCTS, INC.	75.0
334	781303	LENOX BAND SAWS	51.95
335	885363	LENOX COIL BAND SAWS	51.95
336	082472	LENOX TOOLS & ACCESSORIES	51.95
337	078477	LEVITON MFG CO.	40.0
338	872257	LEVITON SECURITY & AUTOMATION SOLUTIONS	40.0
339	784149	LEW ELEC FITTINGS	75.0

**A W A R D**  
Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

**AWARD SHEETS**

Bid Line	ucc #	Manufacturers Name	Percent Offered
340	879501	LIFT SAFETY	57.5
341	844006	LIGHT EFFICIENT DESIGN	57.5
342	706762	LITETRONICS	57.5
343	784231	LITHONIA	45.0
344	820476	LITHONIA ARCHITECTURAL FLOODS	45.0
345	889804	LITHONIA DECORATIVE INDOOR/OUTDOOR	45.0
346	745973	LITHONIA DOWNLIGHTING	45.0
347	745980	LITHONIA DOWNLIGHTING/EMERGENCY/FLUORESCENT	45.0
348	745979	LITHONIA DOWNLIGHTING/FLUORESCENT/HID	45.0
349	745974	LITHONIA DOWNLIGHTING/OUTDOOR/FLUORESCENT	45.0
350	745976	LITHONIA EMERGENCY SYSTEMS	45.0
351	745977	LITHONIA FLUORESCENT INDOOR	45.0
352	745978	LITHONIA FLUORESCENT/DOWNLIGHTING	45.0
353	745975	LITHONIA GOTHAM DOWNLIGHTING	45.0
354	745981	LITHONIA HID/FLUORESCENT	45.0
355	190887	LITHONIA HIGH BAY LIGHTING	45.0
356	753573	LITHONIA INDUSTRIAL HIGH BAY	45.0
357	745972	LITHONIA INDUSTRIAL/FLUORESCENT	45.0
358	888791	LITHONIA NLIGHT POWER/SENSOR SWITCH	45.0
359	745971	LITHONIA SURFACE SUSPENDED	45.0
360	079458	LITTELFUSE INC	41.95
361	648044	LOTUS LED LIGHTS	57.5
362	638458	LOTUS LED LIGHTS INC	57.5
363	647409	LOTUS LIGHTING INC	57.5
364	047345	LOUISVILLE LADDER ATTIC LADDERS	41.95
365	095641	LOUISVILLE LADDER EXTENSION LADDERS	41.95
366	728865	LOUISVILLE LADDER GROUP LLC	41.95
367	078827	LPS LABORATORIES INC	75.0
368	027557	LUTRON ELECTRONICS	21.95
369	784276	LUTRON ELECTRONICS & LIGHTING	21.95
370	698397	M&W ELECTRIC MANUFACTURING CO LLC	75.0
371	784297	MADISON ELECTRIC PRODUCTS	61.95
372	038739	MAGLITE	75.0
373	722170	MAGNUS INDUSTRIES, INC.	75.0

**A W A R D**  
Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

**AWARD SHEETS**

<b>Bid Line</b>	<b>ucc #</b>	<b>Manufacturers Name</b>	<b>Percent Offered</b>
374	088381	MAKITA USA INC	57.5
375	789143	MANHATTAN/CDT	75.0
376	784337	MARATHON SPECIAL PRODUCTS	26.95
377	098319	MARLEY ENGINEERED PRODUCTS BERKO/LEADING EDGE	75.0
378	030315	MARLEY ENGINEERED PRODUCTS BUILDER PRODUCTS	75.0
379	685360	MARLEY ENGINEERED PRODUCTS QMARK/LEADING EDGE	75.0
380	783209	MAXIM LIGHTING	56.95
381	767627	MAXLITE, INC.	57.5
382	036283	MC GILL MFG CO	51.95
383	784474	MELTRIC CORP.	41.95
384	784485	MEPHISTO TOOL COMPANY	75.0
385	782001	MERSEN (FORMERLY FERRAZ SHAWMUT INC)	45.0
386	068938	MERSEN (FORMERLY FERRAZ SHAWMUT)	61.95
387	086500	MERSEN CIRCUIT PROTECTION PRODUCTS	70.0
388	430399	MERSEN FUSE PRODUCTS	70.0
389	605340	MERSEN SWITCH PRODUCTS	70.0
390	639720	METALLICS INC.	61.95
391	784550	MICRON INDUSTRIES CORP.	75.0
392	784567	MIDWEST ELECTRIC PRODUCTS, INC.	75.0
393	784572	MILBANK MFG CO	26.95
394	784610	MINERALLAC COMPANY	35.0
395	085937	MINERALLAC COMPANY/CULLY	60.0
396	840253	MINKA GROUP/AMBIENCE/LAVERY	64.95
397	870540	MINKA GROUP/KOVACS	56.95
398	844349	MINKA GROUP/KOVACS CONTEMPORARY	75.0
399	874944	MINKA GROUP/KOVACS/LAVERY	59.95
400	844371	MINKA GROUP/KOVACS1	60.0
401	718212	MINKA GROUP/LAVERY	64.95
402	747396	MINKA GROUP/LAVERY/MINKA AIRE/AMBIENCE/METROPOLITAN	75.0
403	840254	MINKA GROUP/METROPOLITAN/MINKA AIRE	64.95
404	706411	MINKA GROUP/MINKA AIRE/LAVERY/KOVACS	64.95
405	799936	MOHAWK CABLE	57.5
406	600170	MONOSYSTEMS, INC.	57.5
407	008297	MONTE CARLO FAN PRODUCTS	57.5

**A W A R D**  
Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

**AWARD SHEETS**

<b>Bid Line</b>	<b>ucc #</b>	<b>Manufacturers Name</b>	<b>Percent Offered</b>
408	026586	MONTE CARLO FANS	57.5
409	601986	MORRIS PRODUCTS INC.	75.0
410	095327	MULBERRY METAL PRODUCTS	75.0
411	606112	MULE LIGHTING, INC.	71.95
412	784749	NAMCO	57.5
413	044427	NCI PRODUCTS INC	71.95
414	834990	NELSON FIRESTOP PRODUCTS	57.5
415	767706	NICOR, INC.	75.0
416	732180	NORA LIGHTING, INC.	31.95
417	662381	NSI IND., INC.	45.0
418	678138	NTW	57.5
419	784891	NUTONE-BROAN HOUSING PRODUCTS	41.95
420	701963	NUVO	57.5
421	800246	OLDCASTLE ENCLOSURE SOLUTIONS	57.5
422	049551	OLDHAM	91.95
423	871744	ON-Q	57.5
424	615624	ORBIT INDUSTRIES, INC./EVERGREEN	75.0
425	835243	ORBIT INDUSTRIES, INC./UMI	75.0
426	046135	OSRAM SYLVANIA LAMPS/LEDVANCE LLC	60.0
427	625262	OUELLET ELECTRIC HEATING	75.0
428	783126	OZ-GEDNEY CO / NEER	45.0
429	037988	PANASONIC VENTILATION SYSTEMS CEILING FANS	46.95
430	092281	PANASONIC VENTILATION SYSTEMS CEILING/WALL/IN-LINE FANS	46.95
431	885170	PANASONIC VENTILATION SYSTEMS WHISPER CEILING FANS	46.95
432	074983	PANDUIT CORPORATION	40.0
433	784970	PANTHER AMERICAN	76.95
434	079046	PARAGON ELECTRIC COMPANY	91.95
435	990006	PARSEC PRODUCTS, INC.	91.95
436	078341	PASS & SEYMOUR INC DIMMERS/FAN SPEED CONTROLS	91.95
437	085129	PASS & SEYMOUR INC REIKER CEILING BOX SUPPORTS	76.95
438	785007	PASS & SEYMOUR INC WIRING DEVICES & ACCESSORIES	75.0
439	705591	PECO FASTENERS	75.0
440	785037	PENN-UNION CORPORATION	75.0
441	783510	PENTAIR EQUIPMENT PROTECTION	70.0

**A W A R D**  
Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

**AWARD SHEETS**

<b>Bid Line</b>	<b>ucc #</b>	<b>Manufacturers Name</b>	<b>Percent Offered</b>
442	715629	PENTAIR THERMAL MANAGEMENT	70.0
443	620713	PENTAIR/NUHEAT	70.0
444	736953	PERMA-COTE	75.0
445	848743	PHD MANUFACTURING CO	57.5
446	781087	PHILIPS ADVANCE	60.0
447	727900	PHILIPS LIGHTING ELECTRONICS	60.0
448	711500	PHILIPS LIGHTING INCANDESCENT/FLUORESCENT/SPECIAL LAMPS	60.0
449	008330	PHILIPS LIGHTING LAMPHOLDERS	60.0
450	622252	PHILIPS LIGHTOLIER ALTER FLUORESCENT	60.0
451	786121	PHILIPS LIGHTOLIER CONTROLS	60.0
452	781372	PHILIPS LUMINAIRES/CAPRI/OMEGA	60.0
453	783238	PHILIPS LUMINAIRES/CAPRI/OMEGA LTG	60.0
454	781370	PHILIPS LUMINAIRES/CHLORIDE/DAYBRITE	60.0
455	734340	PHILIPS LUMINAIRES/DAYBRITE/CHLORIDE/FLUORESCENT/HID/EMER	60.0
456	782343	PHILIPS LUMINAIRES/DAYBRITE/CHLORIDE/HID/FLUORESCENT/EMER	60.0
457	742546	PHILIPS LUMINAIRES/FORECAST	60.0
458	783352	PHILIPS LUMINAIRES/HADCO	60.0
459	662057	PHILIPS LUMINAIRES/LIGHTOLIER FLUORESCENT	60.0
460	624563	PHILIPS LUMINAIRES/LIGHTOLIER TRACK & RECESSED LTG	60.0
461	784197	PHILIPS LUMINAIRES/LIGHTOLIER/RECESSED & TRACK LTG	60.0
462	786034	PHILIPS LUMINAIRES/STONCO	60.0
463	773849	PHILIPS LUMINAIRES/THOMAS	60.0
464	020389	PHILIPS LUMINAIRES/THOMAS LTG	60.0
465	718291	PHILIPS SPECIALTY LAMPS	60.0
466	735201	PHOENIX SUPPORT SYSTEMS	57.5
467	662427	PICOMA INDUSTRIES	61.95
468	695298	PLYMOUTH RUBBER EUROPA N.A. (NORTH AMERICA)	36.95
469	844985	POSITIVE TECHNOLOGIES, INC.	57.5
470	702316	POWER-STRUT DIV. ALLIED TUBE & COND	75.0
471	086071	PRECISION DRILL	57.5
472	720563	PRECISION MULTIPLE CONTROLS, INC	75.0
473	876630	PREMIERE RACEWAY DUCT & CABLE MANAGEMENT SUPPLY	57.5
474	859241	PREMIERE RACEWAY WIREHIDER & CABLE MANAGEMENT SUPPLY	57.5
475	785235	PRESCOLITE MFG CORP	26.95

**A W A R D**  
Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

**AWARD SHEETS**

<b>Bid Line</b>	<b>ucc #</b>	<b>Manufacturers Name</b>	<b>Percent Offered</b>
476	842313	PRIORITY WIRE & CABLE	57.5
477	785244	PRODUCTO ELECTRIC CORP.	75.0
478	785247	PROGRESS LIGHTING	30.45
479	980040	PVC COATED CONDUIT,FITTINGS,&ACCESS	41.95
480	980060	PVC CONDUIT&FITTINGS,P&C DUCT&FITTS	57.5
481	044942	PYRAMID TIME SYSTEMS	57.5
482	662037	QUAZITE	21.95
483	741660	R-K ELECTRONICS, INC.	57.5
484	795510	R. H. GREEN	75.0
485	019813	RAB LIGHTING	30.0
486	059994	RACK-A-TIERS FASTENERS ROBERTSON SCREWS	57.5
487	625912	RACK-A-TIERS MFG. INC.	57.5
488	050169	RACO INC	33.0
489	012800	RAYOVAC CORP	65.0
490	687598	RECTORSEAL CORP. CLEANERS & SEALANTS	66.95
491	052541	RECTORSEAL CORP. SOLDERING FLUX & SANDCLOTH	66.95
492	021449	RECTORSEAL CORP. SOLDERING/SEALANTS/CLEANERS/LUBRICANTS	66.95
493	648671	REES CONTROLS	86.95
494	815181	RELIANCE CONTROLS CORP.	66.95
495	785401	RELTON CORP	70.95
496	785411	REMKE INDUSTRIES INC.	75.0
497	813663	REVOLUTION LIGHTING TECHNOLOGIES	57.5
498	653378	RHINO-MATS	57.5
499	071687	RHODES, M.H. INC. (MARK-TIME)	75.0
500	639889	RITTAL CORPORATION	75.0
501	784011	ROBROY INDUSTRIES / C.C. KORNS	36.95
502	843412	ROBROY INDUSTRIES/KORKAP	36.95
503	785928	ROBROY INDUSTRIES/STAHLIN	36.95
504	772555	ROYAL BUILDING PRODUCTS	57.5
505	089938	ROYAL BUILDING PRODUCTS SEWER DRAIN PVC DWV	57.5
506	045923	SATCO PRODUCTS INC.	24.95
507	980080	SCREWS-NUTS-BOLTS	57.5
508	785652	SEA GULL LIGHTING PRODUCTS, INC.	27.95
509	723875	SEATEK CO	21.95



**A W A R D**  
Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

**AWARD SHEETS**

<b>Bid Line</b>	<b>ucc #</b>	<b>Manufacturers Name</b>	<b>Percent Offered</b>
510	781035	SELECTA ACORN FASTENERS	57.5
511	661191	SELECTA PRODUCTS, INC.	36.95
512	632909	SELECTA PRODUCTS, INC. MVC FASTENERS	61.95
513	081221	SELECTA PRODUCTS, INC. TOOLS	57.5
514	726585	SHAT-R-SHIELD	34.45
515	662643	SIEMENS AUTOMATION	25.0
516	804766	SIEMENS BREAKERS/STARTERS/CONTROLS	40.0
517	040892	SIEMENS DISTRIBUTION & CONTROL PRODUCTS	26.95
518	783643	SIEMENS ELECTRICAL DISTRIBUTION PRODUCTS	40.0
519	754554	SIEMENS INDUSTRIAL CONTROLS	41.95
520	887621	SIEMENS MOTORS/CONTROLS/CIRCUIT BREAKERS	40.0
521	783087	SIEMENS-FURNAS CONTROLS	40.0
522	990011	SILTRON EMERGENCY SYSTEMS	75.0
523	026991	SIMKAR CORPORATION FLUORESCENT LIGHTING	91.95
524	606818	SIMKAR CORPORATION FLUORESCENT/FLOODLIGHT/WALLPACK	70.0
525	027029	SIMKAR CORPORATION FLUORESCENT/HID/EMERGENCY/EXIT	21.95
526	834445	SNAKE TRAY	75.0
527	783472	SOLA/HEVI-DUTY ELEC	35.0
528	032886	SOUTHWIRE COMPANY	57.5
529	785310	SPAULDING LIGHTING	57.5
530	662706	SPC/BRADY/SORBENT PRODUCTS	65.0
531	035632	SPERRY INSTRUMENTS	57.5
532	606481	SQUARE D/SCHNEIDER-ELECTRIC CIRCUIT BREAKERS/SWITCHES/ACCY	35.0
533	606480	SQUARE D/SCHNEIDER-ELECTRIC IDENTIFICATION ACCESS TRACKING	35.0
534	606489	SQUARE D/SCHNEIDER-ELECTRIC MACHINE SAFETY SWITCHES	35.0
535	389119	SQUARE D/SCHNEIDER-ELECTRIC/TELEMECANIQUE SWITCHES & SENSORS	35.0
536	785901	SQUARE D/TELEMECANIQUE	35.0
537	389118	SQUARE D/TELEMECANIQUE/SCHNEIDER-ELECTRIC SAFETY & SENSORS	35.0
538	389110	SQUARE D/TELEMECANIQUE/SCHNEIDER-ELECTRIC SENSORS & SAFETY	35.0
539	733417	STANLEY ZAG	57.5
540	980021	STEEL BOXES	75.0
541	785994	STEEL ELECTRIC PRODUCTS CO. (SEPCO)	75.0
542	626296	STELPRO DESIGN INC.	57.5

**A W A R D**  
Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

**AWARD SHEETS**

<b>Bid Line</b>	<b>ucc #</b>	<b>Manufacturers Name</b>	<b>Percent Offered</b>
543	730573	STI (SPECIFIED TECHNOLOGIES INC)	75.0
544	098478	STURGEON BAY METAL PRODUCTS INC.	75.0
545	098359	SUPERIOR ESSEX ENERGY	57.5
546	990005	SWAGELOK CO.	76.95
547	020206	SWIVELIER CO	75.0
548	626490	T&B/CANSTRUT	65.0
549	622538	T&B/COMMANDER	65.0
550	624871	T&B/MICROELECTRIC	65.0
551	772197	T&B/NUTEK	65.0
552	708917	T&B/RUSSELLSTOLL/AMERACE	65.0
553	092326	TAYMAC CORPORATION	75.0
554	884655	TECH LIGHTING LED	66.95
555	756460	TECH LIGHTING LLC	66.95
556	762148	TECHNICAL CONSUMER PRODUCTS INC.	60.0
557	024098	TECHNOLOGY RESEARCH CORP.	57.5
558	087115	TEDDICO/BWF	66.95
559	095521	TEIBER LIGHTING PRODUCTS, INC.	99.0
560	786210	THOMAS & BETTS	55.0
561	020963	THOMAS & BETTS ADAPTALEX	65.0
562	781348	THOMAS & BETTS ANCHOR	95.0
563	783786	THOMAS & BETTS BLACKBURN	55.0
564	781720	THOMAS & BETTS BOWERS	76.95
565	786358	THOMAS & BETTS CARLON NONMETALLIC BOXES	65.0
566	728494	THOMAS & BETTS CATAMOUNT	55.0
567	023386	THOMAS & BETTS ELECTROLINE	56.95
568	016947	THOMAS & BETTS HARNESSFLEX	65.0
569	789137	THOMAS & BETTS HAZLUX LIGHTING	65.0
570	011949	THOMAS & BETTS KOPEX	65.0
571	067396	THOMAS & BETTS MARRETTE	76.95
572	704508	THOMAS & BETTS OCAL	45.0
573	786209	THOMAS & BETTS PRODUCTS	57.5
574	042269	THOMAS & BETTS RED-DOT	61.95
575	753554	THOMAS & BETTS SHAMROCK	66.95
576	785991	THOMAS & BETTS STEEL CITY/KINDORF	65.0

**A W A R D**  
Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

**AWARD SHEETS**

<b>Bid Line</b>	<b>ucc #</b>	<b>Manufacturers Name</b>	<b>Percent Offered</b>
577	785055	THOMAS & BETTS STEEL CITY/PERFECT-LINE	56.95
578	075114	THOMAS & BETTS STRUT & FITTINGS	65.0
579	616013	THOMAS & BETTS SUPERSTRUT	75.0
580	663112	TIFFIN INSULATORS CO.	57.5
581	751338	TOPAZ ELECTRIC CORP	61.95
582	786261	TORK	75.0
583	686334	TPI CORP	75.0
584	721365	TUNGSRAM USA	95.0
585	741149	TYCO ELECTRONICS AMP NETCONNECT	57.5
586	045686	TYCO ENERGY DIVISION	57.5
587	786364	UNISTRUT CORPORATION	51.95
588	761515	UNITY MANUFACTURING METAL ENCLOSURES	76.95
589	053533	UNIVERSAL ENTERPRISES INC	91.95
590	014364	UNIVERSAL LIGHTING TECHNOLOGIES VOSSLOH-SCHWABE COMPONENTS	57.5
591	050732	UNIVERSAL LIGHTING TECHNOLOGIES VOSSLOH-SCHWABE LIGHTING	57.5
592	768386	UNIVERSAL LIGHTING TECHNOLOGIES, INC.	45.0
593	048777	USHIO AMERICA, INC.	57.5
594	042741	USI ELECTRIC	76.95
595	786656	VEEDER-ROOT	57.5
596	047242	VENTAMATIC/COOL ATTIC/MAXX AIR	75.0
597	697453	VENTAMATIC/NUVENT	75.0
598	090444	VENTURE LIGHTING INTERNATIONAL	51.95
599	846788	VERICOM	57.5
600	768533	VERILUX, INC.	57.5
601	786491	VERSABAR CORPORATION	76.95
602	010399	VICTOR SPECIALTIES	86.95
603	635394	VYNCKIER ENCLOSURE SYSTEMS, INC.	75.0
604	892060	WARD INTERNATIONAL FITTINGS	57.5
605	815846	WARMUP HEATING EQUIPMENT	57.5
606	856604	WARMUP HEATING SYSTEMS	57.5
607	754182	WATTSTOPPER/ON-Q	25.0
608	044459	WEN PRODUCTS INC	57.5
609	051751	WERNER CO.	91.95

**A W A R D**  
Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

**AWARD SHEETS**

<b>Bid Line</b>	<b>ucc #</b>	<b>Manufacturers Name</b>	<b>Percent Offered</b>
610	092368	WESTINGHOUSE LIGHTING CORPORATION FAN BRACE PRODUCTS	46.95
611	024034	WESTINGHOUSE LIGHTING CORPORATION FIXTURES/FANS	46.95
612	030721	WESTINGHOUSE LIGHTING CORPORATION LAMPS/DECORATIVE	57.5
613	786692	WHEATLAND TUBE CO.	60.0
614	786710	WHITE-RODGERS	76.95
615	786725	WIEGMANN, E.M. &, INC.	57.5
616	298430	WIELAND AUTOMATION & ELECTRIC	57.5
617	439131	WIELAND COMPONENT ACCESSORIES	57.5
618	439130	WIELAND ELECTRO DUCT	57.5
619	049088	WIELAND INTERFACE TECHNOLOGY	57.5
620	049644	WIELAND PCB COMPONENTS	57.5
621	046521	WIELAND SAFETY SWITCHING	57.5
622	015573	WIELAND TERMINAL BLOCKS & CONNECTORS	57.5
623	084705	WIHA USA TOOLS	57.5
624	605505	WIRE-LINE	75.0
625	786776	WIREMOLD/LEGRAND	15.0
626	786564	WIREMOLD/WALKER/LEGRAND	15.0
627	786788	WOODHEAD/AERO-MOTIVE/BRAD HARRISON/DANIEL WOODHEAD	30.0
628	781725	WOODHEAD/MOLEX/ELEC/INDUS/NET/PASV	30.0
629	822350	WOODHEAD/MOLEX/ELECTRICAL/CONNECTORS/CABLE TIES	30.0
630	800756	WOODHEAD/MOLEX/ELECTRICAL/CONNECTORS/TERMINALS	30.0
631	800754	WOODHEAD/MOLEX/ELECTRICAL/DISCONNECTS/TERMINALS	30.0
632	756054	WOODHEAD/MOLEX/ELECTRICAL/POWER/CONNECTORS	30.0
633	822348	WOODHEAD/MOLEX/ELECTRICAL/TERMINALS/CONNECTORS	30.0
634	800753	WOODHEAD/MOLEX/ELECTRICAL/TERMINALS/HEAT SHRINK	30.0
635	887191	WOODHEAD/MOLEX/ELECTRICAL/TERMINALS/PURS	30.0
636	800755	WOODHEAD/MOLEX/ELECTRICAL/TERMINALS/SPLICES	30.0
637	883906	WOODHEAD/MOLEX/NET/PASV/SFTWR/ELTRN	30.0
638	884982	WOODHEAD/MOLEX/PASSIVE/SOLAR/CONNECTORS	30.0
639	889056	WOODHEAD/MOLEX/SPECIALIZED CABLES	30.0
640	037841	WRAP-ON COMPANY	75.0

**A W A R D**  
Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

---

**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](http://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](mailto: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.
- 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

**A W A R D**  
Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

---

**BID AND CONTRACT CONDITIONS**

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, or any other location as required by the City, freight prepaid and allowed.
- 8. Price List Discounts.** When bids are based on prices from a catalog or price list, bidder shall furnish copies of the catalog or price list as required herein. Contractor shall furnish additional lists as required. Bids will be considered for price lists offered other than specified provided the alternate price list can be readily compared on an overall basis with the specified price list. Bidder's price list discounts must remain firm during the term of the contract.
- 9. Bidding on Separate Items and in the Aggregate.** Bidders may bid separately for any item unless otherwise provided. Bidders may make an offer on one, some or all items, unless otherwise provided. Award will be made as one aggregate, bidders must bid on all items to be responsive to this bid opportunity.
- 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:

**A W A R D**  
Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

---

**BID AND CONTRACT 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. 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

**A W A R D**

Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

---

**BID AND CONTRACT CONDITIONS**

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 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



**A W A R D**  
Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

---

**BID AND CONTRACT CONDITIONS**

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 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 revaluation of any

**A W A R D**  
Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

---

**BID AND CONTRACT CONDITIONS**

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 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

**A W A R D**  
Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

---

**BID AND CONTRACT CONDITIONS**

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

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

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

**25. Local Business Enterprise Utilization; Liquidated Damages**

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

**B. Compliance and Enforcement**

**(1) Enforcement.** If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor’s net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City’s Contract Monitoring Division (CMD) or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the “Director of CMD”) may also impose other sanctions against Contractor authorized in the LBE Ordinance,

**A W A R D**

Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

---

**BID AND CONTRACT CONDITIONS**

including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of CMD will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17. By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the CMD shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City. Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of CMD or the Controller upon request.

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

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

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

**29. Submitting False Claims; Monetary Penalties.** 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://library.amlegal.com/nxt/gateway.dll?f=templates&fn=default.htm&vid=amlegal:sanfrancisco\\_ca](http://library.amlegal.com/nxt/gateway.dll?f=templates&fn=default.htm&vid=amlegal:sanfrancisco_ca). A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent

**A W A R D**

Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

---

**BID AND CONTRACT CONDITIONS**

submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

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

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

**32. Compliance with Americans with Disabilities Act.** Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Contract in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Contract and further agrees that any violation of this prohibition 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 shall be submitted and responded to in accordance with Rules and Regulations 21.3(i) pertaining to the San Francisco Administrative Code, Chapter 21. Bidders who fail to do so will waive all further rights to protest, based on these specification and conditions.

**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

**A W A R D**  
Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

---

**BID AND CONTRACT CONDITIONS**

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**

**A W A R D**  
Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

---

**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 thirty-six (36) months. The term of this contract is the period from award execution date, approximately April 01, 2017, or the above stated term date whichever is later, through the last day of the month of a thirty-six (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 six (6) 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 agrees \_\_\_\_\_ or does not agree \_\_\_\_\_ (make a selection by an "X" mark) that during the term of this agreement and any authorized extension, the Director of Purchasing may allow other public agencies or non-profits made up of multiple public agencies to utilize this agreement to obtain some or all of the services and/or commodities to be provided by Contractor under the same terms and conditions as the City, pursuant to a Board of Supervisor Resolution.

**40. Not used**

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

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

Click on the "LBE Certification" tab.

**42. Claim for Preference** –To claim preference under the LBE Ordinance, see Bid Questionnaire attached.

If Bidder is claiming LBE preference as a supplier, it must comply with Administrative Code Chapter 14B Rules and Regulations VI D - Criteria for Suppliers (2):

"2) *A supplier must have a direct relationship with manufacturers for the materials, equipment, and supplies for which they seek certification, demonstrating that:*

**A W A R D**  
Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

---

**GENERAL CONDITIONS**

- a) *The supplier has an agreement with the manufacturer authorizing the supplier to distribute their products.*
- b) *The supplier is able to provide a manufacturer's warranty."*

To comply, at the time of the bid, bidders must include proof of the required relationships as an authorized dealer. Failure to provide adequate proof may result in a nonresponsive determination.

**43. LBE bid discount; brokerage services** – Pursuant to Section 14B.7 of the Administrative Code, a bid discount will only be awarded to an LBE directly responsible for providing materials, equipment, supplies or services to the City as required by the Bid solicitation. An LBE will be deemed to be directly responsible for providing the required commodity or service only if it regularly does business as a manufacturer, or authorized manufacturer's representative, dealer or distributor, stocking distributor, franchisee, licensee, service provider, or has another direct agency relationship with the manufacturer or provider of the solicited commodity or service, and has been so certified by the Contracts Monitoring Division. An LBE will be considered to be "regularly doing business", as that term is used in the foregoing paragraph, if in the normal course of business, it stocks, warehouses or distributes commodities to businesses or entities other than public entities having a local business preference program. Such a determination will be subject to audit by CMD. No preference will be given to an LBE engaging in brokerage, referral or temporary employment services not meeting this definition, unless those services are required and specifically requested by the department.

**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.



**A W A R D**  
Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

---

**GENERAL CONDITIONS**

- (5) Providing interested LBEs with information about the scope of work.
- (6) Negotiating in good faith with the LBEs, and not unjustifiably rejecting as unsatisfactory proposals prepared by any LBEs, as determined by the City.
- (7) Where applicable, advising and making efforts to assist interested LBEs in obtaining insurance required by the City and the prime contractor.
- (8) Making efforts to obtain LBE participation that the City could reasonably expect would produce a level of participation sufficient to meet the City's goals and requirements.

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

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

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

**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

**A W A R D**  
Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

---

**GENERAL CONDITIONS**

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.

**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 anytime 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.

**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, and any usage reports required prior to the extension of a Contract or Contract Modification. Emailed reports must not be larger than **10MB**.

**A W A R D**  
Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

---

**GENERAL CONDITIONS**

**Note:** Sales reports should include total sales by the UCC number and the manufacture's name that appears within Tra-Ser.

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. 77524  
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

**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,

**A W A R D**  
Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

---

**GENERAL CONDITIONS**

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.

**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

**A W A R D**  
Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

---

**GENERAL CONDITIONS**

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 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 non-duplicative, and facilitate a coordinated flow of information and referrals.

**A W A R D**

Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

---

**GENERAL CONDITIONS**

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

(6) Set the term of the requirements.

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

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

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

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

**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.

**A W A R D**  
Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

---

**GENERAL CONDITIONS**

(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:

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. Consideration of Criminal History in Hiring and Employment Decisions**

A. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. A partial listing of some of

**A W A R D**  
Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

---

**GENERAL CONDITIONS**

Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

B. The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, and shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement.

C. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

D. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant's or potential applicant for employment, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

E. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 60(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

F. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

G. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

H. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including



**A W A R D**  
Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

---

**GENERAL CONDITIONS**

but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

**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.

**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

**A W A R D**  
Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

---

**GENERAL CONDITIONS**

immersion” shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

**64. City’s New Financial System Requirement.** This is a notice to Contractors and Vendors of the impending new electronic financial system that will affect the way you do business with the City. The City of San Francisco is embarking on a new Financial System in July that would change the procurement to pay process. Currently, the City is still configuring the Vendor portion of the financial system, therefore we are unable to provide the needed requirement instructions. The City will provide all Contractors the system requirements as soon as they are made available.

**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. Sugar-Sweetened Beverage Prohibition.** Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

**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**

**A W A R D**  
Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

---

**SPECIAL CONDITIONS**

**68. Purpose.** The purpose of this contract is to provide Electrical Material, Supplies and Fixtures for the City departments.

**69. Pre-Bid Conference.** A Pre-bid Conference will be held as follows:

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

**Date and Time:** Tuesday, May 02, 2017 at 11:00 am

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

**Bidder's questions or objections concerning this Contract Proposal must be submitted and received by email, or mail by 5:00 P.M. Tuesday, May 09, 2017. Bidders who fail to do so will waive all further rights to protest, based on these specifications and conditions.**

Howard Tevelson, Senior Purchaser  
City and County of San Francisco  
Office of Contract Administration  
Purchasing Division  
City Hall, Room 430  
1 Dr. Goodlett Place  
San Francisco, CA 94102-4685  
E-mail [howard.tevelson@sfgov.org](mailto:howard.tevelson@sfgov.org)  
Fax No. 415-554-6717 (Senior Purchaser)

Please reference Contract Proposal No. 77524.

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 Bid Addendum 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 Bid Addendum, which will be posted on the City's [Bid and Contracts](#) website:

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

**70. Specifications**

**See Environmental Specifications Attachment A  
See the Required Excel Bid Sheet Appendix A**

**A W A R D**  
Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

---

**SPECIAL CONDITIONS**

**71. Bidder's/Contractors Qualifications and Requirements**  
**A. Minimum Qualifications and Requirements**

1. 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 user 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 San Francisco version within 10 days of the awarded Contract, at no charge to the City's end user departments. Although the City is currently using less sign-ons (approximately twenty (20) to Tra-Ser, there will be a maximum of thirty (30) sign-ons, if needed, that will required under this Contract,

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

Trade Service Company  
13280 Evening Creek South, Suite 200  
San Diego, CA 92128  
Sumana Rao  
1-858-842-6279  
Fax 1-800-418-4363  
Email : sumana\_rao@tradeservice.cim

**Bidders must submit, with their bid, a letter from Trade Service, on their letter head, that the bidder has or will have their authorization to use the Tra-Ser program.**

2. 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 640 manufacturers listed in the Bid Sheet (see Appendix A), for which there may be more than one division. Failure to bid on ALL manufacturers or bid lines, except in the case of a "NO BID" response as stated in Section 3 below 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. **The bidders must submit their bids in soft electronic copy on an USB Stick using an Excel spreadsheet in the format provided in by the City, as well as one printed hard copy.** 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.**
3. 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

**A W A R D**  
Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

---

**SPECIAL CONDITIONS**

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.

4. Bidders must submit with their bid the required Bid Security. (See special condition 83)
5. In order to receive consideration, Bidder/Contractor must have in-depth technical knowledge and experience in the products this Contract. Bidder must have a minimum of three (3) years of experience within the last six (6) years in the products covered by the contract.
6. Bidders must submit with their bid the required references. Show those references on page 4 of 4 of the "Required Information for All Bidders".

**B. Bidder's/Contractors Qualifications and Requirements**

1. Contractor should have and maintain, throughout the contract term, and any extension thereof, stocking levels of ten percent (10%) on all products and articles required by the City Department. Failure to maintain adequate stock may result in the Purchaser invoking the Contractor's Default clause (General Condition No. 48) of the contract.

2. Contractor will be responsible for providing technical support and assistance to the City through Contractor's own personnel, equipment and facilities as well as through manufacturer's technical representatives. As part of this technical support and assistance, the Contractor must provide personnel with in-depth technical knowledge of the products the Contractor is providing under this contract, to answer questions and offer any assistance required by City personnel, during City business hours (7:00 A.M. – 5:00 P.M.).

3. Contractor should maintain stock as specified in other sections of this contract and adequate facilities to allow for immediate pick-up of "will-call" orders placed by the City Departments.

4. **Contractor will be required to upload all the relevant/required fields into the Tra-Ser system to set up an online San Francisco version. The Contractor will also be responsible for the training of San Francisco personnel on the functions and use of the online system. At least one major training session will be required to ensure most personnel are trained. There may be a need for ongoing training as user sign ons personnel made change.**

5. Contractor should have a storage warehouse, distribution facility, parking area and will-call counter City Department pick-ups) located within twenty-five (25) of San Francisco.

6. 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.

**A W A R D**  
Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

---

**SPECIAL CONDITIONS**

7. 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.

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

9. 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.

10. 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.

11. 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.** Bid prices discounts will be firm for the term of the Contract and any extensions of this Contract. Only the offered discounts that appear on City Contract Proposal Bid Sheets will be considered. No other pages with prices or attached price list, catalog prices, will be considered. In addition the bidder is required to send in an electronic copy of the bid sheets on an USB Stick. If there is a discrepancy between the paper copy and the electronic copy the paper copy will prevail. **Bid prices must inclusive of all cost to the City. Price must be exclusive of any State, Federal or local taxes.**

**74. Price adjustment- (Not Used)**

**A W A R D**  
Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

---

**SPECIAL CONDITIONS**

**75. Bid Evaluation.**

- A.** For evaluation purposes, the purchaser will evaluate the average of the highest percent off of the Tra-Ser third column pricing, plus any applicable discount payment terms offered (see Bid and Contract Condition 12), less any applicable LBE preference (see General Conditions 41 through 43) and applicable sales tax adjustment (see Special Condition 76). Purchasing will attempt to evaluate this (“bid package” or “contract proposal” package) within thirty (30) 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”.
- B.** Each of the discounts offered will be weighted as shown on the bid sheet. The bidder’s average weighted percent off will be evaluated, including the possible preferences as shown in Condition 75. C. The highest weighted, evaluated percent of the column three (3) Tra-Ser pricing will be award this bid opportunity.
- C.** The three (3) possible bid preferences will be evaluated by multiplying the percent of the preferences by the bid discount offered and then adding that number to the percent discount offered. Example: A discount offer of 20%, when evaluated with a .0125% tax preference, would evaluate at  $.20\% \times 1.0125$  for a total evaluation percent off of .2025%. The LBE preference of 10% would be  $.20\% \times 1.10$  and would evaluate at .22%. The cash discount percent would be done the same way as the examples, using the discount offered up to the 2% allowed.

**76. 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.

**77. Award.** Award will be made to the highest average discount offered, most responsive and responsible bidder in the aggregate as noted on the bid sheets. Bidders must bid on all bid lines to be responsive to this bid opportunity. 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

**78. 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

**A W A R D**  
Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

---

**SPECIAL CONDITIONS**

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.

**79. 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.

**80. 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. **Invoices should include but not limited to: date of transaction, manufacture's name and UCC number, Tra-Ser's third column pricing, awarded discount offered, and the net prices to the user department.**

**81. 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.

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

**83. 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 **\$ 2,000.00** 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.

**84. Performance Bond (Not Used)**



**A W A R D**  
Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

---

**SPECIAL CONDITIONS**

**85. Fidelity Bond (Not Used)**

**86. 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. 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

D. 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.

**A W A R D**  
Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

---

**SPECIAL CONDITIONS**

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 insured.

**87. Failure to Execute Contract.** Within ten business 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.

**88. Sweatfree Procurement (Not Used)**

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

**A W A R D**  
Electrical Material, Supplies and Fixtures  
For the Term July 5, 2017 through June 30, 2020

---

**SPECIAL CONDITIONS**

**90. Questions.** Any questions or clarifications concerning the requirements in this bid proposal must be submitted, in writing, and received by 5:00 pm Tuesday May 09, 2017. **Bidders who fail to do so will waive all further rights to protest, based on these specifications and conditions**

**91. 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.

**Return all required documents, which include:**

- Page 1 of the Contract Proposal completed and signed.
- Bid Sheets for items being bid on only.
- Specifications on alternate items bid.
- All questionnaires and forms including completed and signed, bid addendum or change notice receipts, if applicable.
- Bid Security
- Bidders shall mail bid in an envelope clearly marked with the bid number and due date (lower left corner).
- **Bidder should also submit an electronic copy of their entire bid on an USB stick.**

**Bid discounts must be made on the excel format bid sheets and returned on an USB stick along with one printed hard copy.**

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

FOR MORE INFORMATION, call:

Howard Tevelson, Senior Purchaser

(415) 554-6740

[Howard.tevelson@sfgov.org](mailto:Howard.tevelson@sfgov.org)

**END OF SPECIAL CONDITIONS**