

File No. 240674

Committee Item No. 2

Board Item No. 42

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date July 17, 2024

Board of Supervisors Meeting Date July 23, 2024

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Completed by: Brent Jalipa Date July 11, 2024

Completed by: Brent Jalipa Date July 19, 2024

1 [Contract Agreement - Rexel USA, Inc. - Electrical Supplies - Not to Exceed
2 \$26,200,000]

3 **Resolution authorizing the Office of Contract Administration to execute Contract**
4 **1000032452 between the City and County of San Francisco and Rexel USA, Inc.**
5 **for the purchase of citywide electrical supplies for a total contract amount not to**
6 **exceed \$26,200,000 and an initial term of three years commencing on August 1,**
7 **2024, through July 31, 2027, with an option to extend the term for four additional**
8 **years.**

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10 WHEREAS, Charter, Section 9.118(b), requires the Board of Supervisors to
11 approve by Resolution contracts estimated to cost the City \$10,000,000 or more; and

12 WHEREAS, City departments have encumbered an average of \$5.8 million
13 dollars for electrical supplies per year since 2018 with the primary users of electrical
14 supplies being the San Francisco Public Utilities Commission and San Francisco
15 International Airport; and

16 WHEREAS, Nearly 70% of purchases made by City departments to procure
17 electrical supplies has been through Term Contracts established by Office of Contract
18 Administration (OCA), making these contracts essential to maintaining City operations;
19 and

20 WHEREAS, The proposed Contract 1000032452 with Rexel USA, Inc. ("Rexel
21 USA") was competitively procured pursuant to Administrative Code 21.2, through an
22 Invitation for Bids (IFB) issued by Office of Contract Administration (OCA) on January 12,
23 2024, under Sourcing Event 0000008573, as a result of which Rexel USA was deemed
24 the lowest responsive bidder for Aggregates 1, 2 and 3 of the Sourcing Event; and

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1 WHEREAS, The contract referenced above is on file with the Clerk of the Board of
2 Supervisors in File No. 240674, which is hereby declared to be part of this Resolution as
3 if set forth fully herein; now, therefore, be it

4 RESOLVED, That the Board of Supervisors, under Charter, Section 9.118(b),
5 hereby authorizes the Office of Contract Administration, on behalf of the Human
6 Services Agency, to execute Contract 1000032452 between the City and County of
7 San Francisco and Rexel USA, Inc. for the purchase of citywide electrical supplies for
8 a total contract amount not to exceed \$26,200,000 and an initial term of three years
9 commencing on August 1, 2024, through July 31, 2027, with the option to extend the
10 term for four additional years; and, be it

11 FURTHER RESOLVED, That within 30 days of the amendment being fully
12 executed by all parties, the Purchaser shall provide the final copy of the Contract to the
13 Clerk of the Board for inclusion into the official file.

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<p>Item 2 File 24-0674</p>	<p>Department: Office of Contract Administration</p>
<p>EXECUTIVE SUMMARY</p>	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> • The proposed resolution would approve a new contract between the Office of Contract Administration (OCA) and Rexel USA for electrical supplies for citywide use, for a three-year term starting August 1, 2024 through July 31, 2027 and a not-to-exceed amount of \$26,200,000, with an option to extend the term for four additional years. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> • City departments procure electrical supplies from OCA’s contracts as well as department-issued contracts and stand-alone purchase orders. The majority of expenditures for electrical supplies (71 percent) occur through OCA term contracts, and all contracts for citywide electrical supplies have expired as of June 30, 2024. • In January 2024, OCA issued an invitation for bids for citywide electrical supplies. The Department determined that Rexel USA was the lowest responsive bidder for all three supply categories: Aggregates, 1, 2, and 3. • The contract includes contract terms and conditions to hold the vendor accountable for product delivery timeframes; product availability, condition, and inspection; and reporting requirements. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> • The City has expended an average of about \$3.9 million annually for electrical supplies via OCA term contracts, suggesting that the contract’s not-to-exceed amount of \$26.2 million is a reasonable estimate of the total expenditures over seven years (the initial three-year term plus optional four-year extension). The Public Utilities Commission and the Airport were the primary users of electrical supplies, representing 82 percent (or, \$15.7 million) of the \$19.3 million of total expenditures. • The City may purchase electrical supplies from three supply categories: Aggregates 1, 2, and 3. For Aggregates 1 and 2, the discount percentage from the manufacturer’s list price remains the same for the term of the contract. For Aggregate 3, unit prices are listed in the agreement, rather than the discount percentage. Per the agreement, in the event that a specific item is not identified under Aggregate 3, then Rexel USA may sell the item based on the discount percentage listed in Aggregates 1 and 2. <p style="text-align: center;">Recommendation</p> <ul style="list-style-type: none"> • Approve the proposed resolution. 	

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

BACKGROUND

Rexel USA, Inc.

Rexel USA is a company that provides wholesale electrical, industrial, lighting tools, control and automation products, according to its website.

Selection Process

In January 2024, the Office of Contract Administration (OCA) issued an invitation for bids for citywide electrical supplies. The Department determined that Rexel USA was the lowest responsive bidder for all three bid categories: Aggregates, 1, 2, and 3. Aggregate 1 refers to electrical supplies manufactured by 12 electrical supplies manufacturers, offering a discount percentage from the manufacturer’s list price.¹ Aggregate 2 refers to electrical supplies manufactured by seven manufacturers that the City uses regularly as well as a set of 296 manufacturers that the City uses the least, also offering a discount from the manufacturer’s list price. Aggregate 3 refers to a total of 36 electrical supplies manufacturers offering a total of 258 individual products, such as batteries, electrical hardware, lamps, and wire. Two bidders, Rexel USA and Alameda Electrical Distributors, Inc., responded to OCA’s invitation for bids; Rexel USA was selected based solely on price, according to OCA.

City departments procure electrical supplies from OCA’s contracts as well as department-issued contracts and stand-alone purchase orders. The most frequently purchased electrical items include: electrical hardware, wire, and batteries. The OCA as-needed term contracts are used by City departments based on their business needs and funding sources, according to OCA. The majority of expenditures for electrical supplies (71 percent) occur through OCA term contracts, according to OCA. All contracts for citywide electrical supplies have expired as of June 30, 2024.²

¹ The twelve electrical supplies manufacturers in Aggregate 1 are: Abb Installation Products, Inc.; Acuity Brands Lighting; Cooper B-Line; Cooper Lighting; Encore Wire Corp.; Fluke Corp.; Hubbell Wiring Device – Kellems; Lutron Electronics Co.; Oldcastle Infrastructure, Inc.; Rab Lighting; Siemens Industry, Inc.; and Square D.

² The Office of Contract Administration has held citywide electrical supplies contracts with Alameda Electrical Distributors, Inc.; Buckles-Smith Electric Co.; and Maltby Electric Supply Co., Inc. The contracts with Alameda Electrical Distributors and Maltby Electric Supply Co. expired in April 2024, and the contract with Buckles-Smith Electric Co. expired on June 30, 2024.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve a new contract between OCA and Rexel USA for electrical supplies for citywide use, for a three-year term starting August 1, 2024 through July 31, 2027 and a not-to-exceed amount of \$26,200,000, with an option to extend the term for four additional years.

Performance Monitoring

The contract includes terms and conditions to hold the vendor accountable for product delivery timeframes; product availability, condition, and inspection; and reporting requirements, as listed below.

- **Delivery Timeframe and Location.** The contractor must fulfill deliveries within five business days after an order is received, unless otherwise agreed to in writing by the parties. The contractor must make deliveries to various City departments in the quantities and frequencies individually requested.
- **Back-Ordered Items.** The contractor must notify and obtain approval from the ordering department prior to delivering any back-ordered items. The Department may reject back-ordered items at no additional cost, including if the back-ordered items are delayed more than five business days.
- **Condition of Products.** All goods offered must be new and previously unused and the latest model offered by the manufacturer, unless otherwise specified.
- **Inspection of Products.** All goods supplied will be subject to inspection and acceptance or rejection by the purchasing department.
- **Substitute Items.** If a contract item is discontinued or temporarily unavailable, it is the contractor’s responsibility to find an acceptable equal substitute in time for the required delivery and at the agreement price.
- **Usage Report.** Annually no later than February 15, the contractor is required to provide a usage report for each department that includes an itemized list of all goods delivered, including the contractor’s percentage discount from the manufacturer’s list price, unit cost, and quantity.

Actual Spending

Over the last five fiscal years, City departments have spent a total of \$19,278,733 on electrical supplies via OCA as-needed term contracts, as shown in Exhibit 1.³ The Public Utilities Commission (PUC) and the Airport were the primary users of electrical supplies, representing 82 percent (or, \$15.7 million) of the \$19.3 million of total expenditures. Annually, the City is spending an average of \$3,855,747 on electrical supplies via OCA as-needed term contracts.

³ The total expenditure is based on three contracts for citywide electrical supplies; approximately \$460,000 of the total was spent for the procurement of related services, such as electrical equipment testing, cleaning, maintenance and repair.

Exhibit 1: Total Expenditures for Electrical Supplies via OCA Term Contracts by City Department

Department	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	Total
PUC	\$14,208	\$273,473	\$1,919,918	\$3,159,578	\$3,479,757	\$8,846,935
AIR	2,197,959	974,965	563,013	1,549,777	1,600,760	6,886,473
DPW	5,306	46,148	139,738	585,205	130,025	906,423
DT	102,463	41,360	89,180	104,199	264,776	601,978
MTA	9,517	61,205	106,342	180,008	188,919	545,991
PRT		193,638	78,845	25,217	63,897	361,597
ADM	9,642	24,246	9,177	5,472	257,062	305,599
LIB	27,115	60,618	42,294	26,931	125,851	282,810
DPH	10,082	79,583	47,589	35,630	100,356	273,240
REC	65,681	4,976	79,329	42,675	55,822	248,483
JUV			491	3,372	10,404	14,267
HSA	3,553					3,553
HOM		353			1,031	1,384
Total	\$2,445,526	\$1,760,564	\$3,075,916	\$5,718,066	\$6,278,661	\$19,278,733

Source: OCA

FISCAL IMPACT

The proposed agreement has a not-to-exceed amount of \$26,200,000, based on the contract amounts advertised in the invitation to bid. The City has expended an average of about \$3.9 million annually for electrical supplies via OCA as-needed term contracts, suggesting that the contract's not-to-exceed amount is a reasonable estimate of the total expenditures over seven years (the initial three-year term plus optional four-year extension).

For electrical supplies purchased within supply categories Aggregates 1 and 2, the discount percentage from the manufacturer's list price remains the same for the term of the contract. Discounts for Aggregate 1 manufacturers are shown in Exhibit 2. For the 303 Aggregate 2 manufacturers, a total of 296 manufacturers are offering discounts of 57 percent from the manufacturer's list price; the other seven manufacturers that the City uses regularly are providing a range of discounts shown in Exhibit 2 below. For Aggregate 3, unit prices are listed in the agreement, rather than the discount percentage, because the City regularly purchases these goods. Per the agreement, in the event that a specific item is not identified under Aggregate 3, then Rexel USA may sell the item based on the discount percentage listed in Aggregates 1 and 2.

Exhibit 2: Aggregate 1 and 2 Discounts

Aggregate 1 Manufacturer	Discount Percentage off Manufacturer's List Price
Abb Installation Products, Inc.	73%
Acuity Brands Lighting	68%
Cooper B-Line	65%
Cooper Lighting	55%
Encore Wire Corp.	51%
Fluke Corp.	8%
Hubbell Wiring Device - Kellems	40%
Lutron Electronics Co.	43%
Oldcastle Infrastructure Inc.	19%
Rab Lighting	23%
Siemens Industry, Inc.	10%
Square D	10%
Aggregate 2 Manufacturer Providing Discount Other than 57 Percent	Discount Percentage off Manufacturer's List Price
3M DKY5714	36%
Abb Industrial Solutions	10%
Anixter	85%
Cooper Power Systems, LLC	80%
Helicore, LLC	80%
Holophane – Acuity Brands	70%
MRC Global	85%

Source: Rexel USA Contract, Appendix B Calculation of Charges

For electrical supplies purchased through Aggregate 3, the contractor's prices are to be firm for the first year, per the agreement.⁴ Thereafter, the City and contractor may agree to increase the contractor's prices once per year, consistent with inflation for electrical equipment.

Source of Funding

Individual departments utilize the OCA contract by issuing purchase orders based on their needs at any given time, and the funding for these payments is appropriated in departmental operating budgets. Based on historical spending, approximately 82 percent of the contract spending would be funded by the PUC and the Airport.

⁴ Manufacturers available through Aggregate 3 include the following: 3M; Abb Industrial; Abb Installation; Advance/Philips; Anixter; Atkore International, Inc.; Bridgeport Fittings; Caddy/Erico; Cereske Electric Cable; Cooper B-Line; Cooper Bussmann, LLC; Current Lighting Solutions, LLC; Dialight Corporation; Eaton Corporation; EGS OZ Gedney; Electri-Flex Company; Encore Wire Corp.; Falcon Fine Wire; Ideal; Ideal Industries; Kris-Tech Wire; Ledtronics; Ledvance; Minerallac/Cully; Miscellaneous; Omni Cable Corp.; Panduit; Phoenix, Prime Conduit; Southwire; Spectrum Brands, Inc.; T&B; Unistruct/Atkore; United Pipe & Steel; United Pipe and Supply; and Wirecu.

RECOMMENDATION

Approve the proposed resolution.

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

**Agreement between the City and County of San Francisco
and
Rexel USA, Inc.
TC77550
Contract 1000032452**

This Agreement is made this 1st day of August, 2024, in the City and County of San Francisco (“City”), State of California, by and between Rexel USA, Inc. (“Contractor”) and City.

Recitals

WHEREAS, the Office of Contract Administration (“Department”) wishes to procure on behalf of the City electrical supplies from Contractor; and

WHEREAS, Contractor represents and warrants that it is qualified to deliver the Goods required by City as set forth under this Agreement; and

WHEREAS, Contractor was competitively selected pursuant to an Invitation for Bids (IFB) entitled, “OCA | Citywide Electrical Supplies” issued through Sourcing Event ID 0000008573 and awarded a contract for Aggregates 1 (MFR Group A), 2 (MFR Group B), and 3 (Specific Products List); and

WHEREAS, this Contract for Commodities is exempt from the subcontracting participation requirements of Chapter 14B of the San Francisco Administrative Code; and

WHEREAS, the Department has filed Ethics Form 126f2 (Notice of Submission of Proposal) because this Agreement has a value of \$100,000 or more in a fiscal year and will require the approval of an elected officer of the City and the Board of Supervisors; and

WHEREAS, the Department has filed Ethics Form 126f4 (Notification of Contract Approval) because this Agreement has a value of \$100,000 or more in a fiscal year and will require the approval of an elected officer of the City and the Board of Supervisors; and

WHEREAS, the City’s Board of Supervisors approved this Agreement by [\[insert resolution number\]](#) on [\[insert date of Commission or Board action\]](#) in the amount of \$26,200,000 for the period commencing August 1, 2024 and ending July 31, 2027; and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

1.1 “Agreement” means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.

1.2 “City” means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director’s designated agent, hereinafter referred to as “Purchasing” and all City Departments.

1.3 “City Data” means that data as described in Article 13 of this Agreement which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of City in connection with this Agreement. City Data includes, without limitation, Confidential Information.

1.4 “CMD” means the Contract Monitoring Division of the City.

1.5 “Confidential Information” means confidential City information including, but not limited to, personal identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (“Chapter 12M”). Confidential Information includes, without limitation, City Data.

1.6 “Contractor” means Rexel USA, Inc., 540 Martin Ave., Santa Clara, CA 95050.

1.7 “Deliverables” means Contractor’s or its subcontractors’ work product or Goods, including any partially-completed work product, Goods and related materials, provided by Contractor to City during the course of Contractor’s performance of the Agreement.

1.8 “Goods” or “Commodities” means the products, materials, equipment or supplies to be provided by Contractor under this Agreement.

1.9 “Mandatory City Requirements” means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws that impose specific duties and obligations upon Contractor.

1.10 “Party” and “Parties” means City and Contractor either individually or collectively.

Article 2 Term of the Agreement

3.1 **Term.** The term of this Agreement shall commence on August 1, 2024 and expire on July 31, 2027, unless earlier terminated as otherwise provided herein.

3.2 **Options to Renew.** City has the option to renew the Agreement for a period of four (4) additional years. City may exercise this option at City’s sole and absolute discretion by modifying this Agreement as provided in Section 11.5, “Modification of this Agreement.” Extensions may be for the whole or partial period provided for above.

Article 3 Financial Matters

3.1 **Certification of Funds; Budget and Fiscal Provisions.**

3.1.1 **Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of Section 3.105 of the 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 Agreement 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 Agreement 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 Agreement 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 Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

3.1.2 **Maximum Costs.** City’s payment obligation to Contractor cannot at any time exceed the amount certified by City’s Controller for the purpose and period stated in such certification. Absent an authorized emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, “Modification of this Agreement.”

3.2 **Authorization to Commence Work.** Contractor shall not commence any work under this Agreement until City has issued formal written authorization to proceed, such as a purchase order, task order or notice to proceed. Such authorization may be for a partial or full scope of work.

3.3 **Compensation.**

3.3.1 **Calculation of Charges and Contract Not to Exceed Amount.** The initial amount of this Agreement shall not exceed Twenty-Six Million Two Hundred Thousand dollars (\$26,200,000), the breakdown of which appears in Appendix B, “Calculation of Charges.” City shall not be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Goods covered by this Agreement.

3.3.2 **Payment Limited to Satisfactory Delivery of Goods.** Contractor is not entitled to any payments until City approves the Goods delivered. Payments to Contractor by City shall not excuse Contractor from its obligation to replace the unsatisfactory delivery of Goods even if the unsatisfactory character was apparent or could have been detected at the time such payment was made. Non-conforming Goods may be rejected by City and in such case must be replaced by Contractor without delay at no cost to City.

3.3.3 **Withhold Payments.** If Contractor fails to provide Goods in accordance with Contractor’s obligations under this Agreement, City may withhold any and all payments due to Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City’s withholding of payments as provided herein.

3.3.4 **Invoice Format.** Invoices submitted by Contractor under this Agreement must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.8, or in such alternate manner as the Parties have mutually agreed upon in writing. **All invoices must show the PeopleSoft Purchase Order ID, PeopleSoft Supplier Name and ID, complete description of the Goods delivered (including manufacturer name, manufacturer SKU, and product description), sales/use tax (if applicable), unit cost, quantities, extended cost, and contract payment terms. Where Contractor's pricing is based on a percentage mark-up or discount over manufacturer's list price, invoices must also include the manufacturer list price and Contractor's percentage mark-up or discount over manufacturer's list price. Where Contractor's pricing is based on a percentage mark-up over cost, invoices must also include Contractor's cost and Contractor's percentage mark-up over Contractor's cost.** Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

3.3.5 **Reserved.**

3.3.6 **Getting paid by the City for Goods.**

(a) City utilizes a commercial product through its banking partner to pay City contractors electronically. Contractors shall sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit SF City Partner at sfgov.org.

(b) At the option of City, Contractor may be required to submit invoices directly in the City's financial and procurement system. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information.

3.3.7 **Reserved.**

3.3.8 **Payment Terms.**

(a) **Payment Due Date.** Unless City notifies the Contractor that a dispute exists, Payment shall be made within thirty (30) calendar days, measured from (1) the delivery of Goods or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date on which City has issued a check to Contractor or, if Contractor has agreed to electronic payment, the date on which City has posted electronic payment to Contractor.

(b) **Reserved.**

3.4 **Audit and Inspection of Records.** Contractor agrees to maintain and make available to City, during regular business hours, accurate books and accounting records relating to its Goods. Contractor will permit City to audit, examine and make copies of such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as

conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.5 **Submitting False Claims.** The full text of San Francisco Administrative Code Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Any contractor or subcontractor who submits a false claim shall be liable to City for the statutory penalties set forth in that section.

Article 4 Goods

4.1 **Reserved.**

4.2 **Term Agreement – Indefinite Quantities.** This is a term, indefinite quantities Agreement to supply the Goods identified in this Agreement. Unless otherwise specified herein, Goods will be required in quantities and at times as ordered during the period of the Agreement. Estimated Goods are approximate only. City, in its sole discretion, may purchase any greater or lesser quantity. Purchasing may also make purchases from other suppliers when Purchasing determines, in its sole discretion, that the City has an immediate need for the Goods or that it is not practical to purchase against this Agreement. City will not honor minimum order charges under this Agreement.

4.3 **Qualified Personnel.** Contractor represents and warrants that it is qualified to deliver the Goods required by City, and that all Goods will be delivered by competent personnel with the degree of skill and care required by current and sound professional procedures and practices. Contractor will comply with the City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit sufficient resources for timely completion within the project schedule.

4.4 **Independent Contractor.** For the purposes of this Section 4.4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed to be an independent contractor and is wholly responsible for the manner in which it delivers the Goods required by this Agreement.

4.5 **Goods.**

4.5.1 **Awarded Goods.** If during the term of the Agreement, 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, Contractor agrees that the item will be canceled and removed from the Agreement without penalty to City. City's sole obligation to Contractor is payment for deliveries made prior to the cancellation date. City shall give Contractor ten (10) calendar days' notice prior to any cancellation. 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, Contractor shall search the marketplace and find an acceptable equal substitute in the time required for delivery and at the Agreement price. Contractor must notify Purchasing in writing, which can include email, certified mail, or other trackable mail, of any changes in the description of article, brand, product code or packaging. Any changes made without the approval of City will constitute a default under this Agreement.

4.5.2 **Place of Manufacture.** No article furnished hereunder shall have been made in prison or by convict labor, except Goods purchased for use by City's detention facilities. City may require Contractor to provide within seven (7) 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 for 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 Contractor's fitness to supply the Agreement requirements.

4.5.3 **Electrical Products.** Goods must comply with all 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.

4.5.4 **Condition of Goods.** Goods offered and furnished must be new and previously unused, and of manufacturer's latest model, unless otherwise specified herein. Contractor shall establish quality control measures, as applicable to department's operations, and promptly provide documented reports to City of any product defects or premature failures.

4.5.5 **Inspection.** All Goods supplied shall be subject to inspection and acceptance or rejection by Purchasing or any department official responsible for inspection. Non-conforming or rejected Goods may be subject to reasonable storage fees.

4.5.6 **F.O.B.** Goods shall be shipped Freight on Board, to any destination named in a purchase order issued by City against this Agreement. *The cost of shipment must be incorporated into the offered unit costs.*

4.5.7 **Failure to Deliver.** If Contractor fails to deliver Goods of the quality, in the manner or within the time called for by this Agreement, such Goods may be bought from any source by Purchasing. If City is required to pay a price that exceeds the price agreed upon by this Agreement, the excess price will be charged to and collected from Contractor (or sureties on its bond, if bond has been required); or, City may terminate the Agreement for default; or, City may return deliveries already made and receive a refund.

4.5.8 **Safety Data Sheets.** Where required by law or by City, Contractor will include Safety Data Sheets (SDSs) with delivery for applicable items. Failure to include the SDSs for such items will constitute a material breach of contract and may result in refusal to accept delivery.

4.5.9 **Warranty for Goods.** Contractor warrants to City that the manufacturer's warranty and service will be passed on to City at the time of delivery.

4.6 **Assignment.** This Agreement may not be directly or indirectly assigned, novated, or otherwise transferred unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

4.7 **Reserved.**

4.8 **Reserved.**

4.9 **Reserved.**

4.10 **Emergency - Priority 1 Service.** In case of an emergency that affects any part of the San Francisco Bay Area, Contractor will give City Priority 1 service with regard to the Goods procured under this Agreement unless preempted by State and/or Federal laws. Contractor will make every good faith effort in attempting to deliver the Goods using all modes of transportation available. In addition, Contractor shall charge fair and competitive prices for the Goods ordered during an emergency and not covered under the Agreement.

4.11 **Annual Usage Reports by Contractor.**

4.11.1 Annually no later than February 15 and upon request, Contractor shall prepare and submit to City an electronic report in Microsoft Excel or CSV format identifying the Goods rendered under this Agreement (“Usage Report”).

4.11.2 The Usage Report must detail all Goods supplied by Contractor as of the Agreement start date through December of the calendar year directly preceding the date of the report.

4.11.3 The Usage Report shall include, at a minimum, the following data:

- (1) Name of City department issuing the purchase order
- (2) Purchase order ID
- (3) Invoice number and date
- (4) Itemized list of all Goods delivered, that includes at a minimum: manufacturer name, manufacturer SKU, detailed product description, manufacturer’s list price, Contractor’s percentage (%) discount off of manufacturer’s list price, unit cost, quantity, unit of measure, and extended costs.

Sample Usage Report (Goods)													
Ordering City Department	Purchase Order ID	Invoice Number	Invoice Date	Delivery Date	Manufacturer	Manufacturer SKU	Product Description	Manufacturer List Price	% Mark Up or Discount off of Manufacturer List Price	Unit Cost	Qty	Unit of Measure	Extended Cost

4.11.4 Upon request, Contractor must also furnish a separate Usage Report for Goods delivered to City that are not part of this Agreement.

4.11.5 Contractor shall email the Usage Reports to OCAVendor.Reports@sfgov.org.

4.11.6 Any report files larger than 10MB must be submitted in electronic format on USB drive and mailed to the address shown below with the term Agreement number and “Annual Supplier Reporting” clearly marked on the envelope/packaging. Contractor shall mail the reports to:

OCA Supplier Reporting
 Re: Term Contract No. 77550
 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

4.11.7 City reserves the right to terminate this Agreement if information requested from and submitted by Contractor fails to satisfy City and/or Contractor is unable to provide the information and/or documentation within the period requested.

Article 5 Insurance and Indemnity

5.1 Insurance.

5.1.1 **Required Coverages.** 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:

- (a) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.
- (b) 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.
- (c) Workers' Compensation Liability Insurance, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness.
- (d) Reserved.
- (e) Reserved.
- (f) Reserved (Cyber and Privacy Insurance).
- (g) Reserved (Pollution Liability Insurance).

5.1.2 Additional Insured.

- (a) The Commercial General Liability Insurance policy must include as Additional Insured the City and County of San Francisco, and its Officers, Agents, and Employees.
- (b) The Commercial Automobile Liability Insurance policy must include as Additional Insured the City and County of San Francisco, and its Officers, Agents, and Employees.
- (c) Reserved (Auto Pollution Additional Insured Endorsement).

5.1.3 **Waiver of Subrogation.** The Workers' Compensation Liability Insurance policy(ies) shall include a waiver of subrogation in favor of City for all work performed by Contractor, and its employees, agents and subcontractors.

5.1.4 Primary Insurance.

- (a) The Commercial General Liability Insurance policy shall provide 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 the insurance applies separately to each insured against whom claim is made or suit is brought.

(b) The Commercial Automobile Liability Insurance policy shall provide 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 the insurance applies separately to each insured against whom claim is made or suit is brought.

(c) Reserved (Pollution Liability Insurance as Primary Insurance).

5.1.5 Other Insurance Requirements.

(a) Thirty (30) days' advance written notice shall be provided to City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to City address set forth in Section 11.1 entitled, "Notices to the Parties."

(b) 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, be maintained for a period of three (3) years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

(c) 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.

(d) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

(e) Before delivering any Goods, Contractor shall furnish to City certificates of insurance including additional insured and waiver of subrogation status, as required, 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. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

(f) If Contractor will use any subcontractor(s) to provide the Goods, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, and its officers, agents and employees and the Contractor as additional insureds and waive subrogation in favor of City, where required.

5.2 Indemnification.

5.2.1 Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all liabilities

(legal, contractual, or otherwise), losses, damages, costs, expenses, or claims for injury or damages (collectively, "Claims"), arising from or in any way connected with Contractor's performance of the Agreement, including but not limited to, any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personal identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; except to the extent such indemnity is void or otherwise unenforceable under applicable law, and except where such Claims are the result of the active negligence or willful misconduct of City and are 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, experts, and related costs, and City's costs of investigating any claims against City.

5.2.2 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.

5.2.3 Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Goods.

5.2.4 Under no circumstances will City indemnify or hold harmless Contractor.

Article 6 Liability of the Parties

6.1 **Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, 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 AGREEMENT OR THE GOODS DELIVERED IN CONNECTION WITH THIS AGREEMENT.

6.2 **Liability for Use of Equipment.** City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3 **Liability for 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.

Article 7 Payment of Taxes

7.1 **Contractor to Pay All Taxes.** Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Goods delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 **Possessory Interest Taxes.** Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to timely report on behalf of City to the County Assessor the information required by San Francisco Administrative Code Section 23.39, as amended from time to time, and any successor provision. Contractor further agrees to provide such other information as may be requested by City to enable City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

7.3 **Withholding.** Contractor agrees that it is obligated to pay all amounts due to City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

Article 8 Termination and Default

8.1 Termination for Convenience.

8.1.1 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 ("Notice of Termination"). The Notice of Termination shall specify the date on which termination of the Agreement shall become effective ("Termination Date").

8.1.2 Upon receipt of the Notice of Termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to affect the termination of this Agreement on the Termination Date and to minimize the liability of Contractor and City to third parties as a result of the termination. All such actions shall be subject to the prior approval of City. Such actions may include any or all of the following, without limitation:

(a) Completing delivery of all Goods that City requires Contractor to complete prior to the Termination Date.

(b) Halting the delivery of all Goods on and after the Termination Date unless such Goods were ordered prior to the Termination Date.

(c) Cancelling all existing orders and subcontracts by the Termination Date, and not placing any further orders or subcontracts for materials, Goods, equipment or other items.

(d) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts cancelled. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the cancellation of such orders and subcontracts.

(e) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the cancelled orders and subcontracts.

(f) Taking such action as may be necessary, or as City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

8.1.3 Within thirty (30) days after the Termination Date, Contractor shall submit to City an invoice which shall set forth the cost of all Goods ordered prior to City's Termination Date that Contractor has fully delivered. City's payment obligation pursuant to this Subsection 8.1.3 shall be subject to Section 3.3.2 of this Agreement. If City is required to pay regularly scheduled monthly fees under this Agreement, in no event will the amount due for the month in which termination occurred be greater than the pro-rated scheduled monthly fee for that month. Upon approval and payment of this invoice by City, City shall be under no further obligation to Contractor monetarily or otherwise.

8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the Termination Date.

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Goods covered by Contractor's final invoice and (ii) any claim which City may have against Contractor in connection with this Agreement.

8.1.6 City's payment obligation under this Section shall survive termination of this Agreement.

8.2 Termination for Default; Remedies.

8.2.1 Each of the following shall constitute an immediate event of default ("Event of Default") under this Agreement:

(a) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

3.5	Submitting False Claims	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	11.10	Compliance with Laws
Article 5	Insurance and Indemnity	Article 13	Data and Security

Article 7	Payment of Taxes		
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(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten (10) days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five (5) days for Contractor to cure the default.

(c) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.2 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 Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, 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 Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with City.

8.2.3 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.4 Any notice of default must be sent in accordance with Article 11.

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

8.4 **Rights and Duties upon Termination or Expiration.**

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Goods	8.2.2	Default Remedies
3.3.7	Reserved (Grant Funded Contracts).	9.1	Ownership of Results
3.4	Audit and Inspection of Records	9.2	Works for Hire
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	Article 13	Data and Security

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

Article 9 Rights in Deliverables

9.1 **Reserved.**

9.2 **Reserved.**

Article 10 Additional Requirements Incorporated by Reference

10.1 **Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement (“Mandatory City Requirements”) are available at http://www.amlegal.com/codes/client/san-francisco_ca/.

10.2 **Conflict of Interest.** By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City’s Charter;

Article III, Chapter 2 of City’s Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*); or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*); and further agrees promptly to notify City if it becomes aware of any such fact during the term of this Agreement.

10.3 Prohibition on Use of Public Funds for Political Activity. In delivering the Goods, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 Consideration of Salary History. Contractor shall comply with San Francisco Labor and Employment Code Article 141, the Consideration of Salary History Ordinance or “Pay Parity Act.” Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee’s salary history without that employee’s authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Article 141. Information about and the text of Article 141 is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of Article 141, irrespective of the listing of obligations in this Section.

10.5 Nondiscrimination Requirements.

10.5.1 Nondiscrimination in Contracts. Contractor shall comply with the provisions of San Francisco Labor and Employment Code Articles 131 and 132. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 131.2(a), 131.2(c)-(k), and 132.3 of the San Francisco Labor and Employment Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Articles 131 and 132.

10.5.2 Nondiscrimination in the Provision of Employee Benefits. San Francisco Labor and Employment Code Section 131.2 applies to this Agreement. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Labor and Employment Code Section 131.2.

10.6 Local Business Enterprise and Nondiscrimination in Contracting Ordinance. Contractor shall comply with all applicable provisions of Chapter 14B. Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

10.7 Reserved.

10.8 Reserved.

10.9 First Source Hiring Program. Contractor must comply with all of the applicable provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement; and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

10.10 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges its obligations under Section 1.126 of City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of 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, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves; (ii) a candidate for that City elective office; or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date City approves the contract. 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 ten (10%) in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

10.12 Reserved.

10.13 Reserved.

10.14 Consideration of Criminal History in Hiring and Employment Decisions.

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Article 142, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Labor and Employment Code ("Article 142"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Article 142 are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of Article 142 is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of Article 142, 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 Article 142.

10.14.2 The requirements of Article 142 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, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Article 142 shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10.15 Nonprofit Contractor Requirements.

10.15.1 **Good Standing.** If Contractor is a nonprofit organization, Contractor represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Contractor shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City's request, Contractor shall provide documentation demonstrating its compliance with applicable legal requirements. If Contractor will use any subcontractors to perform the Agreement, Contractor is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts for the duration of the Agreement. Any failure by Contractor or its subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

10.15.2 Reserved.

10.16 **Food Service Waste Reduction Requirements.** Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.17 Distribution of Beverage and Water.

10.17.1 Reserved.

10.17.2 Reserved.

10.18 **Tropical Hardwood and Virgin Redwood Ban.** Pursuant to San Francisco Environment Code Section 804(b), City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

10.18.1 Reserved.

10.19 Reserved.

10.20 Reserved.

10.21 Reserved.

10.22 **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 Agreement without prior written permission of Purchasing.

Article 11 General Provisions

11.1 **Notices to the Parties.** Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City:	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 Email: OCA@sfgov.org Phone: (415) 554-6743 Fax: (415) 554-6717
To Contractor:	George Stauffer Industrial Automation Sales Manager 540 Martin Avenue, Santa Clara, CA 95050 Email: george.stauffer@rexelusa.com Phone: (408) 280-7777

Any notice of default must be sent by certified mail or other trackable written communication. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party at least ten (10) days prior to the effective date of such change. If email notification is used, the sender must specify a receipt notice.

11.2 **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 an agent such as Contractor, must be accessible to people with disabilities. Contractor shall provide the Goods specified in this Agreement in a manner that complies with the ADA and all other applicable federal, state, and local disability rights legislation. Contractor agrees not to discriminate against people with disabilities in providing Goods, benefits, or activities under this Agreement 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 Agreement.

11.3 **Incorporation of Recitals.** The matters recited above are hereby incorporated into and made part of this Agreement.

11.4 **Sunshine Ordinance.** Contractor acknowledges that this Agreement and all records related to its formation, Contractor’s delivery of Goods, and City’s payment are subject to the California Public Records Act, (California Government Code §7920 et seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5 **Modification of this 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.

11.6 **Dispute Resolution Procedure.**

11.6.1 **Negotiation; Alternative Dispute Resolution.** The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the delivery of Goods under this Agreement. Disputes will not be subject to binding arbitration. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this Section.

11.6.2 **Government Code Claim Requirement.** No suit for money or damages may be brought against City until a written claim therefor has been presented to and rejected by City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive, or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.7 **Agreement Made in California; Venue.** The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

11.8 **Construction.** All paragraph captions are for reference only and shall not be considered in construing this Agreement.

11.9 **Entire Agreement.** This contract, including appendices, sets forth the entire Agreement between the Parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.10 **Compliance with Laws.** Contractor shall keep itself fully informed of City's Charter, codes, ordinances and duly adopted rules and regulations of City and of all state, and federal laws in any manner affecting the performance of this Agreement, 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.

11.11 **Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) 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.

11.12 **Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

11.13 **Order of Precedence.** The Parties agree that this Agreement, including all appendices, sets forth the Parties' complete agreement. If the Appendices to this Agreement include any standard printed terms from Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between City's terms and Contractor's printed terms attached, City's terms in this Agreement shall take precedence, followed by the procurement issued by the department (if any), Contractor's proposal, and Contractor's printed terms, respectively. Any hyperlinked terms included in Contractor's terms shall have no legal effect.

11.14 **Notification of Legal Requests.** Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to any City Data under this Agreement, and in no event later than twenty-four (24) hours after Contractor receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by City to Contractor, independent of where the City Data is stored.

Article 12 Department Specific Terms

12.1 **Reserved.**

Article 13 Data and Security

13.1 **Nondisclosure of Private, Proprietary, or Confidential Information.**

13.1.1 **Protection of Private Information.** If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in delivering the Goods. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 **City Data; Confidential Information.** In the delivery of the Goods, Contractor may have access to, or collect on City's behalf, City Data, which may include proprietary or Confidential Information that if disclosed to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City's behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

13.2 **Reserved.**

13.3 **Reserved.**

13.4 **Management of City Data.**

13.4.1 **Use of City Data.** Contractor agrees to hold City Data received from, or created for, or collected on behalf of, City, in strictest confidence. Contractor shall not use or

disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the continental United States is prohibited, absent prior written authorization by City. Access to City Data must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor is provided a limited non-exclusive license to use City Data solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to City Data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

13.4.2 Disposition of City Data. Upon request of City or termination or expiration of this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or collected or created by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that City Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractor's environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

13.4.3 Protected Health Information. Where applicable, Contractor, all subcontractors, all agents and employees of Contractor and any subcontractor shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information, if any, disclosed to Contractor by City in the performance of this Agreement. Contractor agrees that any failure of Contractor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Agreement. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected health information given to Contractor or its subcontractors or agents by City, Contractor shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Agreement.

13.5 Ownership of City Data. The Parties agree that as between them, all rights, including all intellectual property rights, in and to City Data and any derivative works of City Data is the exclusive property of City.

13.6 Loss or Unauthorized Access to City's Data; Security Breach Notification. Contractor shall comply with all applicable laws that require the notification to individuals in the

event of unauthorized release of PII, PHI, or other event requiring notification. Contractor shall notify City of any actual or potential exposure or misappropriation of City Data (any “Leak”) within twenty-four (24) hours of the discovery of such, but within twelve (12) hours if the Leak involved PII or PHI. Contractor, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties.

Article 14 MacBride And Signature

14.1 **MacBride Principles - Northern Ireland.** The provisions of San Francisco Administrative Code Chapter 12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:

Rexel USA, Inc.

Florence Kyaun
Procurement Manager
Office of Contract Administration

Kevin Machi
Regional Vice President

City Supplier Number: 0000053408

Approved as to Form:

David Chiu
City Attorney

By: _____
[name of Deputy City Attorney]
Deputy City Attorney

Approved:
Sailaja Kurella
Director of the Office of Contract Administration,
and Purchaser

By: _____
Taraneh Moayed
Assistant Director

Appendices

- A: Specifications
- B: Calculation of Charges
- C: Regulatory and Compliance Requirements

Appendix A Specifications

I. Overview of Goods Covered by this Agreement

This Agreement is being awarded pursuant to a solicitation issued under Sourcing Event 0000008573 (“SE 8573”). SE8573 consisted of three aggregates.

Aggregate 1 (MFR Group A) was awarded as two separate contracts to Rexel USA, Inc. and Alameda Electrical Distributors, Inc. Aggregate 1 relates to the sale of all electrical supplies manufactured by the twelve (12) electrical supplies manufacturers identified in Appendix B. *City departments may utilize either contract based on item availability, best pricing, and business need.*

Aggregate 2 (MFR Group B) was awarded to Rexel USA, Inc. for the sale of electrical supplies manufactured by the seven (7) electrical supplies manufacturers and one (1) miscellaneous group of various manufacturers also identified in Appendix B.

Aggregate 3 (Specific Products List) was awarded to Rexel USA, Inc. and identified in Appendix B.

Contractor may sell goods based on awards made by manufacturer solely for items NOT named under Aggregate 3. If any item is named in Aggregate 3, Contractor must sell that item in accordance with the pricing structure for Aggregate 3.

Appendix B

Calculation of Charges

I. Overview:

Item specifically identified under Aggregate 3 shall be priced in accordance with the pricing set forth in Aggregate 3. In the event a specific item is not identified under Aggregate 3, Contractor may sell that item based on the discount percentage off of manufacturer's list price in accordance with the pricing set forth under Aggregates 1 and 2.

II. Price Adjustments

A. Aggregates 1 and 2:

Contractor's discount percentage off manufacturer's list price shall be firm for the duration of the term of the Agreement.

B. Aggregate 3:

Contractor's prices for the items identified in Aggregate 3 are to be firm for the first year of the Agreement. Thereafter, City and Contractor may agree to increase Contractor's prices in accordance with the following terms.

1. When to request a Price Adjustment:

- a) Requests for price adjustments must be made in writing to City.
- b) Contractor may request price adjustments no sooner than twelve (12) months from the Bid Due Date of February 9, 2024.
- c) Only one (1) price adjustment shall be approved in any twelve (12) month period.
- d) If approved, price adjustments will be implemented with an amendment to this Agreement and shall be effective upon execution of the amendment.

2. How Price Adjustments will be Calculated:

Requests for price adjustments under this Agreement must be supported by the U.S. Department of Labor's most recently published, **non-preliminary** Producer Price Index (PPI) available at the time of Contractor's price adjustment request. The requested rate change shall be calculated from the last requested price adjustment or, if no price adjustment has previously been requested, from the Bid Due Date.

Series ID:	PCU33531-33531-
Series Title:	PPI industry data for Electrical equipment mfg, not seasonally adjusted
Industry:	Electrical equipment mfg
Data Type:	Electrical equipment mfg
Item:	Electrical equipment mfg
Website:	www.bls.gov/data/

Aggregate 1 - MFR Group A

In the event a specific item is not identified under Aggregate 3, Contractor may sell those items based on the discount percentage off of manufacturer's list price in accordance with the pricing set forth below.

Manufacturer	Discount Percentage off Manufacturer's List Price
ABB INSTALLATION PRODUCTS, INC	73%
ACUITY BRANDS LIGHTING	68%
COOPER B-LINE	65%
COOPER LIGHTING	55%
ENCORE WIRE CORP.	51%
FLUKE CORP	8%
HUBBELL WIRING DEVIC - KELLEMS	40%
LUTRON ELECTRONICS CO	43%
OLDCASTLE INFRASTRUCTURE INC	19%
RAB LIGHTING	23%
SIEMENS INDUSTRY, INC.	10%
SQUARE D	10%

Aggregate 2 - MFR Group B

In the event a specific item is not identified under Aggregate 3, Contractor may sell those items based on the discount percentage off of manufacturer's list price in accordance with the pricing set forth below.

Manufacturer	Discount Percentage off Manufacturer's List Price
3M DKY5714	36%
ABB INDUSTRIAL SOLUTIONS	10%
ANIXTER	85%
COOPER POWER SYSTEMS, LLC	80%
HELICORE, LLC	80%
HOLOPHANE - ACUITY BRANDS	70%
MRC GLOBAL	85%
3M	57%
A&J PRECISION SHEETMETAL, INC	57%
ABB INC	57%
ABB MOTORS AND MECHANICAL INC	57%
ACCU TECH USA	57%
ACP	57%
ACS CONTROLS CORPORATION	57%
Acuity	57%
ADI	57%

Aggregate 2 - MFR Group B

In the event a specific item is not identified under Aggregate 3, Contractor may sell those items based on the discount percentage off of manufacturer's list price in accordance with the pricing set forth below.

Manufacturer	Discount Percentage off Manufacturer's List Price
ADVANCE	57%
ADVANCE/PHILIPS	57%
AEMC C/O CHAUVIN ARNOUX	57%
AFC CABLE SYSTEMS	57%
ALLIED INDUSTRIAL SOLUTIONS	57%
ALPHA WIRE	57%
ALRP	57%
ALUMCOND	57%
AMERICAN POLYWATER CORP	57%
AMERICAS GENERATORS	57%
APPLETON	57%
ARLINGTON INDUSTRIES	57%
ASCO POWER TECHNOLOGIES	57%
ASSOCIATED LIGHTING	57%
ATKORE INTERNATIONAL, INC	57%
ATKORE RMCP	57%
BARRON LIGHTING	57%
BASLER ELECTRIC	57%
BATTERY SPECIALTIES	57%
BATTERY SYSTEMS	57%
BAY POWER	57%
BEGA/US	57%
BLINECAW	57%
BLINESTR	57%
BRADLEY CORPORATION	57%
BRIDGEPORT FITTINGS	57%
BRK ELECTRONICS/FIRST ALERT	57%
BRYANT WIRING DEVICES	57%
BURNDY LLC	57%
BUSSMAN	57%
CADDY / ERICO	57%
CAL INDUSTRIAL SALES	57%
CALPICO	57%
CALTROL	57%

Aggregate 2 - MFR Group B

In the event a specific item is not identified under Aggregate 3, Contractor may sell those items based on the discount percentage off of manufacturer's list price in accordance with the pricing set forth below.

Manufacturer	Discount Percentage off Manufacturer's List Price
CANDELA CORP	57%
CANTEX	57%
CBS ARCSAFE, INC	57%
CEMENTEX PRODUCTS	57%
CERESKE ELECTRIC CABLE	57%
CHAMPION	57%
CHATSWORTH PRODUCTS, INC	57%
CHRISTY	57%
CLIPPER CONTROLS INC	57%
COLE-PARMER	57%
CONDUIT	57%
COOPER BUSSMANN LLC	57%
COOPER CROUSE HINDS INC	57%
CRC INDUSTRIES	57%
CROUSE	57%
CURRENT LIGHTING SOLUTIONS LLC	57%
DAY-BRITE LIGHTING	57%
DESIGN WITHIN REACH	57%
DeWalt	57%
DIALIGHT CORPORATION	57%
DOTTIE	57%
DRANETZ TECHNOLOGIES INC	57%
DUALLITE	57%
DWYER INSTRUMENTS	57%
EATON CORPORATION	57%
ECM INDUSTRIES LLC	57%
EDWARDS	57%
EGS OZ GEDNEY	57%
ELECTRICAL PRODUCTS & CONTROLS	57%
ELECTRI-FLEX COMPANY	57%
ELECTROSWITCH	57%
ELLIOTT INDUSTRIES, INC	57%
EMERSON NETWORK POWER SURGE	57%
EMERSON PROFESSIONAL TOOLS	57%

Aggregate 2 - MFR Group B

In the event a specific item is not identified under Aggregate 3, Contractor may sell those items based on the discount percentage off of manufacturer's list price in accordance with the pricing set forth below.

Manufacturer	Discount Percentage off Manufacturer's List Price
E-MON LLC	57%
ENERSYS	57%
EPCO	57%
ERICO	57%
EVENLITE	57%
EXITRONIX %BARRON MFG CORP	57%
FALCON FINE WIRE	57%
FEDERAL SIGNAL CORP	57%
FINDER RELAYS	57%
FINELITE	57%
FLEX	57%
FLUKE ELECTRONICS CORPORATION	57%
FULHAM CO.	57%
GALVAN INDUSTRIES	57%
GARDNER BENDER	57%
GARVIN INDUSTRIES	57%
GE	57%
GE ZENITH CONTROLS	57%
GELAMPS	57%
GENERAL PACIFIC, INC	57%
GEXPRO	57%
GLEASON REEL	57%
GREEN CREATIVE LAMP	57%
GREENLEE TEXTRON	57%
GREENPT	57%
GREENSHINE	57%
H.E.P. - WIEGMANN	57%
HAMMOND MFG (ENCLOSURES)	57%
HAMMOND POWER SOLUTIONS INC.	57%
HARCRO	57%
HELLERMANN TYTON	57%
HOFFMAN	57%
HOFFMAN ENGINEERING	57%
HOPPECKE BATTERIES, INC	57%

Aggregate 2 - MFR Group B

In the event a specific item is not identified under Aggregate 3, Contractor may sell those items based on the discount percentage off of manufacturer's list price in accordance with the pricing set forth below.

Manufacturer	Discount Percentage off Manufacturer's List Price
Hubbell	57%
HUBBELL INCORPORATED / ACME	57%
HUBBELL INDUSTRIAL CONTROLS	57%
HUBBELL LIGHTING	57%
HUBBWIRE	57%
IDEAL INDUSTRIES	57%
IDEC CORPORATION	57%
ILSCO	57%
INDUSTRIAL CONNECTIONS	57%
INDUSTRIAL ELECTRIC MACHINERY	57%
INDUSTRIAL ELECTRIC MFG.	57%
INDUSTRIAL SOLUTIONS	57%
INGRAM MICRO INC.	57%
INTERMAT	57%
INTERMATIC	57%
INTERMATIC USD	57%
JEFFERSON ELECTRIC LLC	57%
JENSEN INSTRUMENT CO.	57%
JENSEN PRECAST	57%
JONES AND BARLETT LEARNING LLC	57%
JP MORGAN CHASE	57%
JUNO LIGHTING - ACUITY BRANDS	57%
KEYSTONE TECHNOLOGIES, LLC	57%
KILLARK	57%
KING INNOVATION	57%
KLEIN	57%
KLEIN TOOLS	57%
KONKORE	57%
KORTICK MANUFACTURING	57%
KRALOY	57%
KRIS-TECH WIRE	57%
KW INDUSTRIES	57%
L an D SUSTAINABILITY	57%
L.H. DOTTIE	57%

Aggregate 2 - MFR Group B

In the event a specific item is not identified under Aggregate 3, Contractor may sell those items based on the discount percentage off of manufacturer's list price in accordance with the pricing set forth below.

Manufacturer	Discount Percentage off Manufacturer's List Price
LAPP USA (OLFLEX)	57%
LEDVANCE	57%
LEGRAND / PASS AND SEYMOUR	57%
LENOX	57%
LEOTEK ELECTRONICS USA LLC	57%
LEVITON	57%
LEVITON MANUFACTURING	57%
LIEBERT CORP.	57%
LIGHTING SYSTEMS	57%
LIGHTOLIER	57%
Lithonia	57%
LITTELFUSE	57%
LOUIS POULSEN USA INC	57%
Louisville	57%
LOWRYS	57%
LTG-MISC	57%
LUMEC	57%
LUNERA LIGHTING, INC	57%
LUTRON	57%
LVS	57%
MARATHON POWER (UPS)	57%
MAXLITE, INC	57%
MCCABLE	57%
MEANWELL	57%
MEGGER	57%
MELTRIC CORP	57%
MERFISH UNITED	57%
MERSEN	57%
MERSEN (FERRAZ)	57%
MGM TRANSFORMER	57%
MICRON INDUSTRIES CORP.	57%
MILBANK	57%
MILBANK MFG.	57%
MILWAC	57%

Aggregate 2 - MFR Group B

In the event a specific item is not identified under Aggregate 3, Contractor may sell those items based on the discount percentage off of manufacturer's list price in accordance with the pricing set forth below.

Manufacturer	Discount Percentage off Manufacturer's List Price
MINERALLAC / CULLY	57%
MITSUBISHI ELECTRIC POWER	57%
MOLEX (WOODHEAD)	57%
MONSTER ELECTRICAL LLC	57%
MOUSER ELECTRONICS	57%
NEWARK ELEMENT 14	57%
NONSTOCK	57%
NSI	57%
NULITE LIGHTING	57%
NUTONE	57%
OCAL	57%
OCCIDENT	57%
OMNI	57%
ONE LINE POWER SYSTEMS	57%
ONE SOURCE DISTRIBUTORS	57%
OSRAM	57%
PACIFIC BOLT	57%
PANASONIC CORP OF NA	57%
PANDUIT	57%
PANDUIT CORP	57%
PARS LIGHTING PRODUCTS	57%
PASCO	57%
PENN GLOBE	57%
PHILIP LIGHTOLIER	57%
PHILIPS	57%
PHILLIPS STRAND LIGHTING	57%
Phoenix	57%
PICOMA INDUSTRIES	57%
PLATINUM / NSI INDUSTRIES	57%
POLYWTR	57%
POWER BREAKER	57%
POWERFLEX SYSTEMS	57%
POWERSTR	57%
PREFERRED PUMP	57%

Aggregate 2 - MFR Group B

In the event a specific item is not identified under Aggregate 3, Contractor may sell those items based on the discount percentage off of manufacturer's list price in accordance with the pricing set forth below.

Manufacturer	Discount Percentage off Manufacturer's List Price
PRIME CONDUIT	57%
PRIORITY WIRE & CABLE	57%
PROSOFT TECHNOLOGY	57%
PRYSMIAN CABLES AND SYTEMS USA	57%
PVC	57%
PVCP	57%
R.E.P. NUT N BOLT GUY	57%
R.H. GREEN INC.	57%
RAB	57%
RACO	57%
RED LION CONTROLS	57%
REGAL BELOIT AMERICA, INC.	57%
RIG-A-LITE PARTNERSHIP, LTD	57%
RIPLEY LIGHTING	57%
ROBROY	57%
ROCKWELL AUTOMATION	57%
ROSEMOUNT INC	57%
S & C ELECTRIC COMPANY	57%
S&S SUPPLIES AND SOLUTIONS	57%
SAGINAW CONTROL & ENGINEERING	57%
SATCO	57%
SATCO CALIFORNIA	57%
SATCO PRODUCTS	57%
SCHNEIDER ELECTRIC IT USA	57%
SCHWEITZER ENGINEERING	57%
SEALCON	57%
SELECTA PRODUCTS	57%
SELUX CORPORATION	57%
SETITFAS	57%
SHURTAPE	57%
SIEMENS INDUSTRIAL INC.	57%
SIVAL, INC	57%
SLG LIGHTING	57%
SOL INC	57%

Aggregate 2 - MFR Group B

In the event a specific item is not identified under Aggregate 3, Contractor may sell those items based on the discount percentage off of manufacturer's list price in accordance with the pricing set forth below.

Manufacturer	Discount Percentage off Manufacturer's List Price
SOLA/HEVI-DUTY	57%
SOUTHWIRE	57%
SPECIALIZED PRODUCTS CO	57%
SPECTRUM BRANDS, INC	57%
SPECTRUM LIGHTING	57%
SPIKE	57%
SPRECHER & SCHUH	57%
SQD	57%
T&B	57%
TALLEY	57%
TCI, LLC	57%
TECHNICAL CONSUMER PRODUCTS	57%
THE HOME DEPOT PRO	57%
THE POWER SOURCE	57%
THERMON, INC	57%
TIME MARK CORP	57%
TOMAR ELECTRONICS	57%
TOSHIBA INTERNATIONAL CORP	57%
TPC WIRE & CABLE	57%
UNISTRUT	57%
UNISTRUT / ATKORE	57%
UNITED PIPE & STEEL	57%
UNITED PIPE AND SUPPLY	57%
UNIVERSAL LIGHTING TECHNOLOGIE	57%
UNIVERSAL POWER EQUIPMENT INC	57%
VALMONT INDUSTRIES	57%
VERIS INDUSTRIES	57%
VERTIV CORPORATION	57%
VINCENT ELECTRIC MOTOR	57%
VISA LIGHTING	57%
W. H. BRADY	57%
W.H. SALISBURY	57%
WABER/TRIPPE MFG.	57%
WAGO	57%

Aggregate 2 - MFR Group B

In the event a specific item is not identified under Aggregate 3, Contractor may sell those items based on the discount percentage off of manufacturer's list price in accordance with the pricing set forth below.

Manufacturer	Discount Percentage off Manufacturer's List Price
WAGO CORP - USA	57%
WATT STOPPER	57%
WATTSTOP	57%
WESANCO INC.	57%
WESTCON- COMSTOR	57%
WESTERN ELECTRICAL SERVICES	57%
WESTERN ILLUMINATED PLASTICS	57%
WESTINGH	57%
WHEATLAND TUBE	57%
WIHA	57%
WIRECU	57%
WIREMOLD	57%
WIREMOLD / LEGRAND	57%
WIREXPRESS	57%
ZUMTOBEL LIGHTING, INC	57%

Aggregate 3 - Specific Products List

Individual Products that City Uses Regularly and Frequently

In the event a specific item is not identified under Aggregate 3, Contractor may sell that item based on the discount percentage off of manufacturer's list price set forth under Aggregates 1 and 2.

Line	Manufacturer	Manufacturer SKU	Description, Size & Package Quantity	UOM	Price
1	3M	7100019140	3M T/R+ SUPER TAN CONNECTORS (750/JUG) (GSI)	EA	\$0.13
2	3M DKY5734	CUL26821J	Electrical Hardware	EA	\$0.05
3	3M DKY5746	IDE30273	Electrical Hardware	EA	\$0.05
4	3M DKY5753	MMM33SUPER34X66 FT	Electrical Tape	EA	\$6.70
5	3M DKY5765	MMMOBJUG	Electrical Tape	EA	\$0.10
6	3M DKY5766	MMMOBPOUCH	Electrical Tape	EA	\$0.13
7	3M DKY5767	MMMRYJUG	Electrical Tape	EA	\$0.13
8	3M DKY5771	MMMTRJUG	Electrical Tape	EA	\$0.13
9	3M DKY5773	MMMTYJUG	T/R+JUG SUPER TAN/YELLOW	EA	\$0.10
10	3M DKY5804	WIRTFN16RED	Wire	EA	\$0.06
11	3M DKY5805	WIRTHHN12GRY	Wire	EA	\$0.11

Aggregate 3 - Specific Products List

Individual Products that City Uses Regularly and Frequently

In the event a specific item is not identified under Aggregate 3, Contractor may sell that item based on the discount percentage off of manufacturer's list price set forth under Aggregates 1 and 2.

Line	Manufacturer	Manufacturer SKU	Description, Size & Package Quantity	UOM	Price
12	3M DKY5814	ZWRTHHN6BLK	Wire	EA	\$0.50
13	ABB INDUSTRIAL SOLUTIONS	CUL40135J	Electrical Hardware	EA	\$0.05
14	ABB INDUSTRIAL SOLUTIONS	CUL55416J	Electrical Hardware	EA	\$0.13
15	ABB INDUSTRIAL SOLUTIONS	EMT11/4	Electrical Conduit	EA	\$2.13
16	ABB INSTALLATION PRODUCTS, INC	C8140103	C81401-03 #14 SIS 90C	EA	\$0.16
17	ABB INSTALLATION PRODUCTS, INC	CARCP2	Electrical Conduit and Fittings	EA	\$0.87
18	ABB INSTALLATION PRODUCTS, INC	CUL26813J	Electrical Hardware	EA	\$0.05
19	ABB INSTALLATION PRODUCTS, INC	CUL70743J	Electrical Hardware	EA	\$0.31
20	ABB INSTALLATION PRODUCTS, INC	DS11802	18/2C CL3R/CMR BC SHLD	EA	\$0.22
21	ABB INSTALLATION PRODUCTS, INC	IDE30452	Electrical Hardware	EA	\$0.13
22	ABB INSTALLATION PRODUCTS, INC	PV10BLACK	PV #10 2KV BLACK	EA	\$0.19
23	ABB INSTALLATION PRODUCTS, INC	PV10RED	PV #10 2KV RED	EA	\$0.19
24	ABB INSTALLATION PRODUCTS, INC	STC521711/23/4E	Electrical Fittings	EA	\$1.34
25	ABB INSTALLATION PRODUCTS, INC	STCGSC12	Electrical Fittings	EA	\$0.63
26	ABB INSTALLATION PRODUCTS, INC	STCR3/8X10	Electrical Fittings	EA	\$1.41
27	ABB INSTALLATION PRODUCTS, INC	STCTS101	Electrical Fittings	EA	\$0.18
28	ABB INSTALLATION PRODUCTS, INC	STCUCN38	Electrical Fittings	EA	\$2.09
29	ABB INSTALLATION PRODUCTS, INC	TNB10RC10F	Electrical Connectors	EA	\$0.75
30	ABB INSTALLATION PRODUCTS, INC	TNB390	Electrical Connectors	EA	\$0.17
31	ABB INSTALLATION PRODUCTS, INC	TNBL11500C	Electrical Connectors	EA	\$0.10
32	ABB INSTALLATION PRODUCTS, INC	TNBL11509C	Electrical Connectors	EA	\$0.12
33	ABB INSTALLATION PRODUCTS, INC	TNBL14500C	Electrical Connectors	EA	\$0.17

Aggregate 3 - Specific Products List

Individual Products that City Uses Regularly and Frequently

In the event a specific item is not identified under Aggregate 3, Contractor may sell that item based on the discount percentage off of manufacturer's list price set forth under Aggregates 1 and 2.

Line	Manufacturer	Manufacturer SKU	Description, Size & Package Quantity	UOM	Price
34	ABB INSTALLATION PRODUCTS, INC	TNBL14509C	Electrical Connectors	EA	\$0.15
35	ABB INSTALLATION PRODUCTS, INC	TNBL8400C	Electrical Connectors	EA	\$0.06
36	ABB INSTALLATION PRODUCTS, INC	TNBTY275MX	Electrical Connectors	EA	\$0.58
37	ABB INSTALLATION PRODUCTS, INC	TNBTY27MX	Electrical Connectors	EA	\$0.65
38	ABB INSTALLATION PRODUCTS, INC	TNBTY5244MX	Electrical Connectors	EA	\$0.42
39	ABB INSTALLATION PRODUCTS, INC	TNBTY525MX	Electrical Connectors	EA	\$0.27
40	ABB INSTALLATION PRODUCTS, INC	TNBTY526MX	Electrical Connectors	EA	\$0.50
41	ABB INSTALLATION PRODUCTS, INC	TNBTY5275M	Electrical Connectors	EA	\$0.79
42	ABB INSTALLATION PRODUCTS, INC	TNBTY5277MX	Electrical Connectors	EA	\$1.64
43	ABB INSTALLATION PRODUCTS, INC	TNBTY528M	Electrical Connectors	EA	\$0.58
44	ABB INSTALLATION PRODUCTS, INC	TNBTY529M	Electrical Connectors	EA	\$1.16
45	ABB INSTALLATION PRODUCTS, INC	TNBTY529MX	Electrical Connectors	EA	\$0.58
46	ABB INSTALLATION PRODUCTS, INC	TNBTY5354MX	Electrical Connectors	EA	\$0.67
47	ABB INSTALLATION PRODUCTS, INC	WICMTW16RED	Wire	EA	\$0.15
48	ABB INSTALLATION PRODUCTS, INC	WIRBARE10SOL	#10 BARE SOLID COPPER	EA	\$0.16
49	ABB INSTALLATION PRODUCTS, INC	WIRTFN16BLK	Wire	EA	\$0.06
50	ABB INSTALLATION PRODUCTS, INC	WIRTFN16BLU	Wire	EA	\$0.06
51	ABB INSTALLATION PRODUCTS, INC	WIRTFN16GRN	Wire	EA	\$0.06
52	ABB INSTALLATION PRODUCTS, INC	WIRTFN16WHT	Wire	EA	\$0.06
53	ABB INSTALLATION PRODUCTS, INC	WIRTHHN12PUR	Wire	EA	\$0.11
54	ABB INSTALLATION PRODUCTS, INC	WIRTHHN14BLU	Wire	EA	\$0.08

Aggregate 3 - Specific Products List

Individual Products that City Uses Regularly and Frequently

In the event a specific item is not identified under Aggregate 3, Contractor may sell that item based on the discount percentage off of manufacturer's list price set forth under Aggregates 1 and 2.

Line	Manufacturer	Manufacturer SKU	Description, Size & Package Quantity	UOM	Price
55	ABB INSTALLATION PRODUCTS, INC	WIRTHHN4BLK	Wire	EA	\$0.77
56	ABB INSTALLATION PRODUCTS, INC	WIRTHHN4WHT	Wire	EA	\$0.77
57	ABB INSTALLATION PRODUCTS, INC	WIRTHHN6GRN	Wire	EA	\$0.61
58	ABB INSTALLATION PRODUCTS, INC	WIRTHW6BLK	THW 6 BLACK .045 SOLID	EA	\$1.00
59	ABB INSTALLATION PRODUCTS, INC	WIRTHW6RED	THW 6 RED .045 SOLID	EA	\$1.00
60	ABB INSTALLATION PRODUCTS, INC	ZWRTHHN4GRN	Wire	EA	\$0.77
61	ABB INSTALLATION PRODUCTS, INC	ZWRTHHN6BRN	Wire	EA	\$0.50
62	ABB INSTALLATION PRODUCTS, INC	ZWRTHHN6ORN	Wire	EA	\$0.50
63	ABB INSTALLATION PRODUCTS, INC	ZWRTHHN6YEL	Wire	EA	\$0.50
64	ABB INSTALLATION PRODUCTS, INC	ZWRTHHN8GRN	Wire	EA	\$0.33
65	ADVANCE/PHILIPS	ADVICN2P32N35I	Ballast	EA	\$7.29
66	ANIXTER	COMCM00424AVA7U06	CM-00424AVA-7U-06	EA	\$0.46
67	ATKORE INTERNATIONAL, INC	PVC4	Electrical Conduit	EA	\$3.82
68	BRIDGEPORT FITTINGS	BRI920S	Fittings	EA	\$0.07
69	BRIDGEPORT FITTINGS	WIRTHW10WHT	Wire	EA	\$0.41
70	BRIDGEPORT FITTINGS	WIRTHW8BLK	.045 THW STRANDED #8	EA	\$0.65
71	CADDY / ERICO	CAYKX	Electrical Connectors	EA	\$0.49
72	CADDY / ERICO	OMNSWANATE	SWANATE OMNI 4AWG	EA	\$0.42
73	CERESKE ELECTRIC CABLE	TRIPLEX	PRIORITY VOLUTA 0091550	EA	\$0.01
74	COOPER B-LINE	BLNB22SHGALV10	Electrical Channel	EA	\$2.22
75	COOPER B-LINE	BLNB500338ZN	Electrical Channel	EA	\$8.01
76	COOPER B-LINE	BLNB52SHGALV10	Electrical Channel	EA	\$3.79
77	COOPER BUSSMANN LLC	BUS2A0660	Fuses	EA	\$3.61
78	COOPER BUSSMANN LLC	BUSFNM10	Fuses	EA	\$2.63
79	COOPER BUSSMANN LLC	WIRTHW10REDSOL	Wire	EA	\$0.27
80	CURRENT LIGHTING SOLUTIONS LLC	GELF32T8SXLSPX50 ECO	Lighting Lamps	EA	\$0.10
81	DIALIGHT CORPORATION	HEGRC4DNSNG	11,000 LUMEN HIGHBAY	EA	\$1.00

Aggregate 3 - Specific Products List

Individual Products that City Uses Regularly and Frequently

In the event a specific item is not identified under Aggregate 3, Contractor may sell that item based on the discount percentage off of manufacturer's list price set forth under Aggregates 1 and 2.

Line	Manufacturer	Manufacturer SKU	Description, Size & Package Quantity	UOM	Price
82	EATON CORPORATION	WICCAT6BLURISER	Wire	EA	\$0.14
83	EATON CORPORATION	WIRTHW8BLK/500	Wire	EA	\$0.65
84	EATON CORPORATION	WIRTHW8RED/500	Wire	EA	\$0.65
85	EATON CORPORATION	WIRTHW8WHT	Wire	EA	\$0.65
86	EGS OZ GEDNEY	EGS4050S	Electrical Fittings	EA	\$0.15
87	EGS OZ GEDNEY	EGS4075S	Electrical Fittings	EA	\$0.24
88	EGS OZ GEDNEY	EGS5075S	Electrical Fittings	EA	\$0.30
89	ELECTRI-FLEX COMPANY	ELFLA11	Electrical Conduit	EA	\$0.93
90	ENCORE WIRE CORP.	ALMC12/2SOLLV	Wire	EA	\$0.61
91	ENCORE WIRE CORP.	ALMC12/2STRLV	Wire	EA	\$0.69
92	ENCORE WIRE CORP.	ALMC12/3STRLV	Wire	EA	\$1.22
93	ENCORE WIRE CORP.	ALMC12/4SOLLV	Wire	EA	\$1.36
94	ENCORE WIRE CORP.	ALMC12/4STRLV	Wire	EA	\$1.73
95	ENCORE WIRE CORP.	BEL8719	16/1P TC PE/PVC SHLD	EA	\$2.04
96	ENCORE WIRE CORP.	OMNQ12-1C	Q12/019 2/0 BARE COPPER	EA	\$2.67
97	ENCORE WIRE CORP.	WIRBARE12SOL	Wire	EA	\$0.13
98	ENCORE WIRE CORP.	WIRFFN16BLUWHT	Wire	EA	\$0.07
99	ENCORE WIRE CORP.	WIRFFN16PNK	Wire	EA	\$0.07
100	ENCORE WIRE CORP.	WIRFFN16PUR	Wire	EA	\$0.07
101	ENCORE WIRE CORP.	WIRFFN16YEL	Wire	EA	\$0.07
102	ENCORE WIRE CORP.	WIRFFN18BLK	Wire	EA	\$0.05
103	ENCORE WIRE CORP.	WIRFFN18BLU	Wire	EA	\$0.05
104	ENCORE WIRE CORP.	WIRFFN18GRN	Wire	EA	\$0.05
105	ENCORE WIRE CORP.	WIRFFN18RED	Wire	EA	\$0.05
106	ENCORE WIRE CORP.	WIRFFN18WHT	Wire	EA	\$0.05
107	ENCORE WIRE CORP.	WIRTHHN10BLK	Wire	EA	\$0.21
108	ENCORE WIRE CORP.	WIRTHHN10BLK/2500	Wire	EA	\$0.21
109	ENCORE WIRE CORP.	WIRTHHN10BLU	Wire	EA	\$0.21
110	ENCORE WIRE CORP.	WIRTHHN10BRN	Wire	EA	\$0.21
111	ENCORE WIRE CORP.	WIRTHHN10GRN	Wire	EA	\$0.21
112	ENCORE WIRE CORP.	WIRTHHN10GRY	Wire	EA	\$0.21
113	ENCORE WIRE CORP.	WIRTHHN10ORN	Wire	EA	\$0.21
114	ENCORE WIRE CORP.	WIRTHHN10RED	Wire	EA	\$0.21
115	ENCORE WIRE CORP.	WIRTHHN10RED/2500	Wire	EA	\$0.21
116	ENCORE WIRE CORP.	WIRTHHN10WHT	Wire	EA	\$0.21

Aggregate 3 - Specific Products List

Individual Products that City Uses Regularly and Frequently

In the event a specific item is not identified under Aggregate 3, Contractor may sell that item based on the discount percentage off of manufacturer's list price set forth under Aggregates 1 and 2.

Line	Manufacturer	Manufacturer SKU	Description, Size & Package Quantity	UOM	Price
117	ENCORE WIRE CORP.	WIRTHHN10YEL	Wire	EA	\$0.21
118	ENCORE WIRE CORP.	WIRTHHN12BLK	Wire	EA	\$0.14
119	ENCORE WIRE CORP.	WIRTHHN12BLU	Wire	EA	\$0.14
120	ENCORE WIRE CORP.	WIRTHHN12BRN	Wire	EA	\$0.14
121	ENCORE WIRE CORP.	WIRTHHN12GRN	Wire	EA	\$0.14
122	ENCORE WIRE CORP.	WIRTHHN12ORN	Wire	EA	\$0.14
123	ENCORE WIRE CORP.	WIRTHHN12RED	Wire	EA	\$0.14
124	ENCORE WIRE CORP.	WIRTHHN12WHT	Wire	EA	\$0.14
125	ENCORE WIRE CORP.	WIRTHHN12YEL	Wire	EA	\$0.14
126	ENCORE WIRE CORP.	WIRTHHN14BLK	Wire	EA	\$0.09
127	ENCORE WIRE CORP.	WIRTHHN14GRN	Wire	EA	\$0.09
128	ENCORE WIRE CORP.	WIRTHHN14PNK	Wire	EA	\$0.09
129	ENCORE WIRE CORP.	WIRTHHN14RED	Wire	EA	\$0.09
130	ENCORE WIRE CORP.	WIRTHHN14WHT	Wire	EA	\$0.09
131	ENCORE WIRE CORP.	WIRTHHN2BLK	Wire	EA	\$1.48
132	ENCORE WIRE CORP.	WIRTHHN6BLK	Wire	EA	\$0.61
133	ENCORE WIRE CORP.	WIRTHHN6BLU	Wire	EA	\$0.61
134	ENCORE WIRE CORP.	WIRTHHN6RED	Wire	EA	\$0.61
135	ENCORE WIRE CORP.	WIRTHHN6WHT	Wire	EA	\$0.61
136	ENCORE WIRE CORP.	WIRTHHN8BLK	Wire	EA	\$0.40
137	ENCORE WIRE CORP.	WIRTHHN8BLU	Wire	EA	\$0.40
138	ENCORE WIRE CORP.	WIRTHHN8GRN	Wire	EA	\$0.40
139	ENCORE WIRE CORP.	WIRTHHN8RED	Wire	EA	\$0.40
140	ENCORE WIRE CORP.	WIRTHHN8WHT	Wire	EA	\$0.40
141	ENCORE WIRE CORP.	WIRTHW8RED	THW 8 RED	EA	\$0.80
142	ENCORE WIRE CORP.	ZWRTHHN250BLK	Wire	EA	\$4.49
143	ENCORE WIRE CORP.	ZWRTHHN4BRN	Wire	EA	\$0.94
144	ENCORE WIRE CORP.	ZWRTHHN4ORN	Wire	EA	\$0.94
145	ENCORE WIRE CORP.	ZWRTHHN4YEL	Wire	EA	\$0.94
146	ENCORE WIRE CORP.	ZWRTHHN6GRN	Wire	EA	\$0.61
147	ENCORE WIRE CORP.	ZWRTHHN6RED	Wire	EA	\$0.61
148	FALCON FINE WIRE	FAL9815P1932	9815P1932 FALCON 19/15PR	EA	\$0.01
149	FALCON FINE WIRE	FAL982P1932	982P1932 FALCON 19/2PR	EA	\$0.01
150	IDEAL	IDE30072	Electrical Hardware	EA	\$0.07
151	IDEAL INDUSTRIES	IDE30073	Electrical Hardware	EA	\$0.08
152	IDEAL INDUSTRIES	IDE30073J	Electrical Hardware	EA	\$0.08

Aggregate 3 - Specific Products List

Individual Products that City Uses Regularly and Frequently

In the event a specific item is not identified under Aggregate 3, Contractor may sell that item based on the discount percentage off of manufacturer's list price set forth under Aggregates 1 and 2.

Line	Manufacturer	Manufacturer SKU	Description, Size & Package Quantity	UOM	Price
153	IDEAL INDUSTRIES	IDE30341	Electrical Hardware	EA	\$0.15
154	IDEAL INDUSTRIES	IDE85925	Electrical Hardware	EA	\$0.20
155	KRIS-TECH WIRE	WIRTHW10BLK	Wire	EA	\$0.41
156	KRIS-TECH WIRE	WIRTHW10RED	Wire	EA	\$0.41
157	KRIS-TECH WIRE	ZWRTHW4BLK	.060 JACKET BLACK	EA	\$1.48
158	KRIS-TECH WIRE	ZWRTHW4RED	.060 JACKET RED	EA	\$1.48
159	KRIS-TECH WIRE	ZWRTHW4WHT	.060 JACKET WHT	EA	\$1.48
160	LEDTRONICS	LED48T8KL218WXN-W101WF	LED 48T8KL2018W-XNW101WF	EA	\$8.21
161	LEDVANCE	SYLFO32V41ECO	Lamps	EA	\$2.78
162	LEDVANCE	SYLFP28841ECO	Lamps	EA	\$2.93
163	LEDVANCE	SYLFT36DL841ECO	Lamps	EA	\$8.91
164	LEDVANCE	SYLLED15T8L48FGI S841SUBG	Lamps	EA	\$3.33
165	LEDVANCE	SYLLED25T5HOL48F G841SUBG	Lamps	EA	\$9.21
166	MINERALLAC / CULLY	CUL26809J	Electrical Hardware	EA	\$0.04
167	MINERALLAC / CULLY	CUL40125J	Electrical Hardware	EA	\$0.03
168	MINERALLAC / CULLY	CUL40140J	Electrical Hardware	EA	\$0.11
169	MINERALLAC / CULLY	CUL40325J	Electrical Hardware	EA	\$0.03
170	MINERALLAC / CULLY	CUL40335J	Electrical Hardware	EA	\$0.05
171	MINERALLAC / CULLY	CUL40535J	Electrical Hardware	EA	\$0.03
172	MINERALLAC / CULLY	CUL40720J	Electrical Hardware	EA	\$0.05
173	MINERALLAC / CULLY	CUL40725J	Electrical Hardware	EA	\$0.07
174	MINERALLAC / CULLY	CUL40743J	Electrical Hardware	EA	\$0.10
175	MINERALLAC / CULLY	CUL62036J	Electrical Hardware	EA	\$0.57
176	MINERALLAC / CULLY	CUL70135J	Electrical Hardware	EA	\$0.18
177	MINERALLAC / CULLY	CUL70335J	Electrical Hardware	EA	\$0.11
178	MINERALLAC / CULLY	CUL70535J	Electrical Hardware	EA	\$0.13
179	MINERALLAC / CULLY	CUL70745	Electrical Hardware	EA	\$0.45
180	MINERALLAC / CULLY	CULI10HG	Electrical Hardware	EA	\$0.02
181	MINERALLAC / CULLY	UNIP1000H310HG	P1000H3-10HG	EA	\$3.68
182	Miscellaneous	NON1/0STR25KV260 MILS	Transformers	EA	\$1.00
183	Miscellaneous	PV41001	#10 XLPE TYPE PV BLACK	EA	\$0.39
184	Miscellaneous	PV4100103	#10 XLPE TYPE PV RED	EA	\$0.34
185	Miscellaneous	RM025EU4-T4100D20	Fittings	EA	\$0.01

Aggregate 3 - Specific Products List

Individual Products that City Uses Regularly and Frequently

In the event a specific item is not identified under Aggregate 3, Contractor may sell that item based on the discount percentage off of manufacturer's list price set forth under Aggregates 1 and 2.

Line	Manufacturer	Manufacturer SKU	Description, Size & Package Quantity	UOM	Price
186	OMNI CABLE CORP.	MVX10601	OMNI MVX10601 L824 #6 WIRE	EA	\$1.01
187	OMNI CABLE CORP.	BEL24125	2412-5 CAT 6+ BC PVC	EA	\$0.20
188	OMNI CABLE CORP.	BEL5300FE	5300FE 18/2C PVC GRAY	EA	\$0.27
189	OMNI CABLE CORP.	BEL5302UE	5302UE 18/4C PVC GRAY	EA	\$0.20
190	OMNI CABLE CORP.	BEL8760	18/1P TC PO/POV SHLD	EA	\$1.06
191	OMNI CABLE CORP.	BEL88760	88760 18/2C STR SHLD	EA	\$1.43
192	OMNI CABLE CORP.	COM1061004BWH424 W1000	CAT 5E COMMSCOPE	EA	\$0.01
193	OMNI CABLE CORP.	COM1091BBL423W1 000	CAT 6A COMMSCOPE	EA	\$0.01
194	OMNI CABLE CORP.	DS21804	#18/4C SHLD 300V	EA	\$0.34
195	OMNI CABLE CORP.	DS22206	#22/6C SHLD 300V	EA	\$0.15
196	OMNI CABLE CORP.	G111604	16/4C SHLD 300V	EA	\$0.35
197	OMNI CABLE CORP.	L41804	18/4 MULTISHIELD CABLE	EA	\$0.76
198	OMNI CABLE CORP.	M908ST-03	#8/1C(7STR) THW 600V	EA	\$0.01
199	OMNI CABLE CORP.	OMN#14PURPLEMARKED	#14 THHN STRANDED	EA	\$0.00
200	OMNI CABLE CORP.	OMN0807THW	0807-THW .045RD #8 RED	EA	\$0.75
201	OMNI CABLE CORP.	OMN0807THWBK	0807-THW .045BK #8 BLACK	EA	\$0.57
202	OMNI CABLE CORP.	OMN10011007THW	1001/1007-THW .045RD	EA	\$0.05
203	OMNI CABLE CORP.	OMN160290C	OMNI	EA	\$0.05
204	OMNI CABLE CORP.	OMN4SOLBARE	#4 SOLID BARE HARD DRWN	EA	\$0.70
205	OMNI CABLE CORP.	OMNH21602	H21602 #16/2C FPLP SOLID	EA	\$0.18
206	OMNI CABLE CORP.	OMNJ56230405	Wire	EA	\$0.18
207	OMNI CABLE CORP.	OMNM510SO-08	#10/1C(SOLID)THHN/THWN-2	EA	\$0.32
208	OMNI CABLE CORP.	OMNM510SO-09	#10/1C(SOLID)THHN/THWN-2	EA	\$0.25
209	OMNI CABLE CORP.	OMNM712ST01	M712ST-01 #12 BLACK	EA	\$0.22
210	OMNI CABLE CORP.	OMNM712ST02	M712ST-02 #12 WHITE	EA	\$0.22
211	OMNI CABLE CORP.	OMNM712ST03	M712ST-03 #12 RED	EA	\$0.22
212	OMNI CABLE CORP.	OMNM712ST04	M712ST-04 #12 GREEN	EA	\$0.23
213	OMNI CABLE CORP.	OMNM712ST05	M712ST-05 #12 BLUE	EA	\$0.22

Aggregate 3 - Specific Products List

Individual Products that City Uses Regularly and Frequently

In the event a specific item is not identified under Aggregate 3, Contractor may sell that item based on the discount percentage off of manufacturer's list price set forth under Aggregates 1 and 2.

Line	Manufacturer	Manufacturer SKU	Description, Size & Package Quantity	UOM	Price
214	OMNI CABLE CORP.	OMNM714ST03	M714ST-03 #14 RED	EA	\$0.15
215	OMNI CABLE CORP.	OMNN11401GTO	N1140GTO 14 15KV GTO	EA	\$0.56
216	OMNI CABLE CORP.	OMNPV41001	PV41001 #10/1C XLPE 2KV	EA	\$0.41
217	OMNI CABLE CORP.	OMNPV4100103	PV41001-03 10/1 XLPE 2KV	EA	\$0.45
218	OMNI CABLE CORP.	OMNQ10601	Q10601 #6/1C SOLID BARE	EA	\$0.59
219	OMNI CABLE CORP.	PV4100102	#10 XLPE WHITE	EA	\$0.31
220	PANDUIT	BSN14-C	PAND BSN14-C NYLON- INS BUTT SP	EA	\$0.49
221	PANDUIT	EDV14-87MB-Q	PAND EDV14-87MB-Q INSULATED VINYL BLADE TERMINAL FOR WIRE	EA	\$0.12
222	PANDUIT	EDV18-87MB-Q	PAND EDV18-87MB-Q INSULATED VINYL BLADE TERMINAL FOR WIRE	EA	\$0.12
223	PANDUIT	PN14-6F-C	PAND PN14-6F-C FORK TERMINAL [100/PK]	EA	\$0.58
224	PANDUIT	PN14-8R-C	PAND PN14-8R-C RING TERMINAL	EA	\$0.58
225	PANDUIT	PANPLT1MM2	Electrical Connectors	EA	\$0.04
226	PANDUIT	PANPLT2MM6	Electrical Connectors	EA	\$0.05
227	Phoenix	PHO3200894	3200894	EA	\$0.13
228	PRIME CONDUIT	PVC2	Electrical Conduit	EA	\$1.70
229	PRIME CONDUIT	PVC3	Electrical Conduit	EA	\$3.25
230	SOUTHWIRE	022-10-8150	SOUTHWIRE 4/0 XHHW- 2	EA	\$3.87
231	SPECTRUM BRANDS, INC	RAYAL9V6J	BATTERIES	EA	\$0.57
232	SPECTRUM BRANDS, INC	RAYALAA8J	BATTERIES	EA	\$0.19
233	SPECTRUM BRANDS, INC	RAYALAAA8J	BATTERIES	EA	\$0.20
234	SPECTRUM BRANDS, INC	RAYALC6J	BATTERIES	EA	\$0.32
235	SPECTRUM BRANDS, INC	RAYALD6J	BATTERIES	EA	\$0.46
236	T&B	18RA-6F	T&B 18RA-6F 22-18 INS SPADE TERM	EA	\$0.55
237	UNISTRUT / ATKORE	UNIP1000H320HG	P100H3 20HG UNISTRUT	EA	\$3.68
238	UNITED PIPE & STEEL	COND1	Electrical Conduit	EA	\$5.76
239	UNITED PIPE & STEEL	COND1/2	Electrical Conduit	EA	\$3.50
240	UNITED PIPE & STEEL	COND11/2	Electrical Conduit	EA	\$8.86

Aggregate 3 - Specific Products List

Individual Products that City Uses Regularly and Frequently

In the event a specific item is not identified under Aggregate 3, Contractor may sell that item based on the discount percentage off of manufacturer's list price set forth under Aggregates 1 and 2.

Line	Manufacturer	Manufacturer SKU	Description, Size & Package Quantity	UOM	Price
241	UNITED PIPE & STEEL	COND2	Electrical Conduit	EA	\$10.96
242	UNITED PIPE & STEEL	COND3/4	Electrical Conduit	EA	\$3.63
243	UNITED PIPE & STEEL	EMT1	Electrical Conduit	EA	\$1.61
244	UNITED PIPE & STEEL	EMT1/2	Electrical Conduit	EA	\$0.54
245	UNITED PIPE & STEEL	EMT3/4	Electrical Conduit	EA	\$0.94
246	UNITED PIPE AND SUPPLY	EMT11/2	Electrical Conduit	EA	\$3.18
247	UNITED PIPE AND SUPPLY	EMT2	Electrical Conduit	EA	\$3.73
248	WIRECU	TFFN-16-BRN-19STR-CU	WIRE 16-TFFN-STR-BROWN CU 500FT SPOOL	EA	\$0.07
249	WIRECU	TFFN-16-RED-19STR-CU	WIRE 16-TFFN-STR-RED CU 500FT SPOOL	EA	\$0.07
250	WIRECU	TFFN-16-WHT-19STR-CU	WIRE 16-TFFN-STR-WHITE CU 500FT SPOOL	EA	\$0.07
251	WIRECU	THHN-10-BLK-19STR-CU	WIRE 10-THHN-STR-BLACK CU 500FT SPOOL (GSI)	EA	\$0.20
252	WIRECU	THHN-10-BLU-19STR-CU	WIRE 10-THHN-STR-BLUE CU 500FT SPOOL (GSI)	EA	\$0.20
253	WIRECU	THHN-10-GRN-19STR-CU	WIRE 10-THHN-STR-GREEN CU 500FT SPOOL (GSI)	EA	\$0.20
254	WIRECU	THHN-10-RED-19STR-CU	WIRE 10-THHN-STR-RED CU 500FT SPOOL (GSI)	EA	\$0.20
255	WIRECU	THHN-10-WHT-19STR-CU	WIRE 10-THHN-STR-WHITE CU 500FT SPOOL (GSI)	EA	\$0.20
256	WIRECU	THHN-12-BLK-19STR-CU	WIRE 12-THHN-STR-BLACK CU 500FT SPOOL (GSI)	EA	\$0.13
257	WIRECU	THHN-12-GRN-19STR-CU	WIRE 12-THHN-STR-GREEN CU 500FT SPOOL (GSI)	EA	\$0.13
258	WIRECU	THHN-12-WHT-19STR-CU	WIRE 12-THHN-STR-WHITE CU 500FT SPOOL (GSI)	EA	\$0.13

Appendix C Regulatory and Compliance Requirements

1. Additional Goods.

If, in the satisfaction of governmental interests it is necessary to purchase additional Goods from Contractor, additional Goods may be added to this Agreement by mutual agreement of the Parties in accordance with Chapter 21 of the San Francisco Administrative Code.

2. Reserved (Regulatory Requirements).

3. Delivery.

Contractor must comply with the following delivery requirements.

- A. **Notice of Delivery:** Prior to all deliveries, Contractor shall provide scheduled delivery dates to the ordering department. Any deliveries made without prior scheduling will be rejected by the department with no additional costs incurred.
- B. **Hours of Delivery:** All deliveries shall be made and accepted at the City location indicated by the ordering department between the hours of 8:00 A.M. and 5:00 P.M. (adjust hours if needed)
- C. **Delivery Lead Time:** Contractor will be required to fulfill City's order and complete its delivery within five (5) business days or less measured from the time an order is received from City, unless otherwise agreed to in writing by the parties. City and Contractor may establish a mutually agreed upon reoccurring delivery schedule.
- D. **Delivery Locations:** Contractor shall make deliveries as required by various City departments, in the quantities and frequencies individually requested and within the time required, so as not to interrupt City services and operations.
- E. **Substitutions:** No substitutions will be allowed unless approved in advance in writing by City.
- F. **Emergency Deliveries:** Emergency deliveries shall be delivered by best means possible. Should the emergency delivery cause City to incur additional costs not contemplated by this Agreement, Contractor shall obtain City's prior approval. Contractor shall notify City of the estimated time of delivery.
- G. **Back Orders:** Contractor shall notify the ordering department immediately if it is unable to deliver the items and/or quantity ordered. Contractor must notify and obtain approval from the ordering department prior to delivery of any back-ordered items. Department may reject back-ordered items at no additional costs incurred to City. In the event that back-ordered items are delayed in excess of five (5) business days, City reserves the right to reject partial shipment or cancel the item(s) ordered from the Agreement, at no additional cost incurred to City.
- H. **Packing Slips:** All deliveries must include a packing slip and must provide the following information:
 - 1. Complete description including manufacturer's name and part number
 - 2. Quantity ordered
 - 3. Purchase order ID

4. Back-ordered items and amount back-ordered
5. Date back-ordered items will be delivered

4. Other Requirements.

- A. **Hours of Operation:** Contractor must maintain normal business hours of at least 8:00 A.M. to 5:00 P.M., Monday through Friday throughout the term of the Agreement, and be open at all times during that period.
- B. **Support:** Contractor shall be responsible for providing technical support and assistance to 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, Contractor shall provide personnel with in-depth technical knowledge of the products Contractor is providing under this Agreement, to answer questions and offer any assistance required by City personnel, during City business hours (8:00 A.M. – 5:00 P.M.).
- C. **Infectious Disease Terms:** Contractors required to perform physical activities on City property that places Contractor or its employees in proximity to medical patients, including but not limited to San Francisco Department of Public Health facilities where patient care or counseling is performed, shall be subject to the following requirements, as applicable:
 1. **Infection Control, Health, and Safety:**
 - a. Contractor must have a Bloodborne Pathogen (BBP) Exposure Control plan for its employees, agents and subcontractors as defined in the California Code of Regulations, Title 8, Section 5193, Bloodborne Pathogens (<http://www.dir.ca.gov/title8/5193.html>), and demonstrate compliance with all requirements including, but not limited to, exposure determination, training, immunization, use of personal protective equipment and safe needle devices, maintenance of a sharps injury log, post-exposure medical evaluations, and recordkeeping.
 - b. Contractor must demonstrate personnel policies/procedures for protection of its employees, agents, subcontractors and clients from other communicable diseases prevalent in the population served. Such policies and procedures shall include, but not be limited to, work practices, personal protective equipment, staff/client Tuberculosis (TB) surveillance, training, etc.
 - c. Contractor must demonstrate personnel policies/procedures for Tuberculosis (TB) exposure control consistent with the Centers for Disease Control and Prevention (CDC) recommendations for health care facilities and based on the Francis J. Curry National Tuberculosis Center: Template for Clinic Settings, as appropriate.
 - d. Contractor must demonstrate personnel policies/procedures for COVID-19 exposure control consistent with CDC

recommendations, Cal/OSHA regulations, SF DPH Health Orders, Directives, and Guidance. The Contractor's attention is directed to Cal/OSHA's new 8 CCR 3205 COVID-19 Prevention Emergency Temporary Standard and/or any successor regulations.

- e. Contractor is responsible for site conditions, equipment, health and safety of their employees, and all other persons who work or visit the job site.
- f. Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as BBP and TB and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.
- g. Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.
- h. Contractor assumes responsibility for procuring all medical equipment and supplies for use by its employees, agents and subcontractors, including safe needle devices, and provides and documents all appropriate training.
- i. Contractor shall demonstrate compliance with all state and local regulations with regard to handling and disposing of medical waste.

2. Aerosol Transmissible Disease Program, Health, and Safety:

- a. Contractor must have an Aerosol Transmissible Disease (ATD) Program as defined in the California Code of Regulations, Title 8, Section 5199, Aerosol Transmissible Diseases (<http://www.dir.ca.gov/Title8/5199.html>), and demonstrate compliance with all requirements including, but not limited to, exposure determination, screening procedures, source control measures, use of personal protective equipment, referral procedures, training, immunization, post-exposure medical evaluations/follow-up, and recordkeeping.
- b. Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as Aerosol Transmissible Disease and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.
- c. Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.

- d. Contractor assumes responsibility for procuring all medical equipment and supplies for use by their employees, agents, subcontractors including Personnel Protective Equipment such as respirators, and provides and documents all appropriate training.
- e. If/when Contractor determines that they do not fall under the requirements of 8 CCR 5199 Contractor is directed to Cal/OSHA's Emergency Temporary Standard for COVID-19, 8 CCR 3205, which applies to all employers who do not fall under 8 CCR 5199 but for who's employees have potential for exposure to COVID-19.



**San Francisco Office of the City Administrator
City Administrator Carmen Chu**

Electrical Supplies Contract (TC77550)

File 24-0674

Office of Contract Administration

Board of Supervisors' Budget and Finance Committee

July 17, 2024

Contract Summary

- **PeopleSoft Contract ID:** 1000032452
- **Covered goods:** Electrical supplies for all city departments to use.
- **Awarded contractor:** Rexel USA, Inc. (“Rexel USA”), selected through an Invitation for Bids (“IFB”, Sourcing Event ID 0000008573) issued by the Office of Contract Administration (OCA) in January 2024.
- **Initial contract not-to-exceed amount and duration:** \$26,200,000, commencing on August 1, 2024 and ending on July 31, 2027, with the option to extend the term for four additional years through July 31, 2031.

Background

- Between 2018 and 2023, City departments encumbered approx. \$34.7 million dollars for the procurement of electric supplies (**an average \$5.8 million dollars per year**).
- The primary users of electrical supplies are the **San Francisco Public Utilities Commission (“PUC”)** and **San Francisco International Airport (“AIR”)**.
- The bulk of these purchase (nearly 70%) is associated with Term Contracts established through OCA, **making OCA’s contracts for electrical supplies essential to maintaining City operations.**

Sourcing Event 0000008573

- OCA issued an **Invitation for Bids on January 12, 2024** under Sourcing Event 0000008573.
- Sourcing Event 0000008573 **consisted of three Aggregates**. Aggregates 1 and 2 were based on all items carried by certain named manufacturers. Aggregate 3 was for 258 individual products which the City uses regularly and frequently.
- Awards were **based on a Bidder meeting the Minimum Qualifications and being the lowest responsive Bidder** based on price.
- **Rexel USA was deemed the lowest responsive Bidder for all three Aggregates.**

Contract Pricing Structure

- **Aggregates 1 and 2:** Award based on the Bidder(s) offering the greatest discount off of the Manufacturer List Price (“MLP”).
 - Rexel’s discounts off of MLP for the manufacturers identified in Aggregate 1 range from 8% to 73%.
 - Rexel’s discounts off of MLP for the manufacturers identified in Aggregate 2 range from 10% to 85%.
- **Aggregate 3:** Award based on specific pricing for 258 individual items. Pricing for these items can be adjusted annually.

Conclusion

- OCA's contracts for electrical supplies essential to maintaining City operations.
- Contract ID 1000032452 with Rexel USA will provide these essential items to City departments for a duration of up to 7 years.
- OCA respectfully requests that the Board approve this contract to allow City departments (and particularly PUC and SFO) to continue procuring electrical supplies, thereby ensuring uninterrupted continuation of their operations.

Reference materials

Table 1: Total Purchase Order Encumbrances by City Department between 2018-2023 for Electrical Supplies

Department	Grand Total	Annual Average
PUC	\$ 18,162,809	\$ 3,027,135
AIR	\$ 8,841,225	\$ 1,473,537
MTA	\$ 1,782,252	\$ 297,042
DPW	\$ 1,778,382	\$ 296,397
DT	\$ 945,810	\$ 157,635
REC	\$ 726,569	\$ 121,095
DPH	\$ 575,565	\$ 95,928
PRT	\$ 561,708	\$ 93,618
LIB	\$ 525,898	\$ 87,650
ADM	\$ 462,459	\$ 77,076
OTHER	\$ 295,110	\$ 49,185
	\$ 34,657,786	\$ 5,776,298

Table 2: Total Purchase Order Encumbrances by City Departments between 2018-2023 for Electrical Supplies Using OCA Term Contracts

Procurement Type	Sum of Total PO Amount	% of Total
OCA Term Contracts	\$ 24,437,295	71%
Department Contract/Stand-Alone POs	\$ 10,220,490	29%
Grand Total	\$ 34,657,786	100%

Table 3: Summary of Sourcing Event 000008573 Aggregate 1 Manufacturer Group

	Manufacturer	Awarded Contractors	Aggregate Description	Bidders
1	ABB INSTALLATION PRODUCTS, INC	<ol style="list-style-type: none"> 1. Rexel USA, Inc. 2. Alameda Electrical Distributors, Inc. 	<p>Aggregate 1 consists of twelve (12) individual electrical supplies manufacturers which the City uses the most.</p> <p>Aggregate 1 was awarded <u>as a single aggregate</u> to the two (2) lowest responsive Bidders.</p>	<ol style="list-style-type: none"> 1. Rexel USA, Inc. 2. Alameda Electrical Distributors, Inc.
2	OLDCASTLE INFRASTRUCTURE INC			
3	ACUITY BRANDS LIGHTING			
4	FLUKE CORP			
5	SQUARE D			
6	COOPER B-LINE			
7	ENCORE WIRE CORP.			
8	SIEMENS INDUSTRY, INC.			
9	LUTRON ELECTRONICS CO			
10	RAB LIGHTING			
11	HUBBELL WIRING DEVIC - KELLEMS			
12	COOPER LIGHTING			

Table 4: Summary of Sourcing Event 000008573 Aggregate 2 Manufacturer Group

	Manufacturer	Awarded Contractors	Aggregate Description	Bidders
1	HELICORE, LLC	Rexel USA, Inc.	Aggregate 2 consists of seven (7) individual electrical supplies manufacturers which City uses regularly and one (1) "Miscellaneous Manufacturer Group" that consists of various manufacturers which the City uses the least.	<ol style="list-style-type: none"> 1. Rexel USA, Inc. 2. Alameda Electrical Distributors, Inc.
2	COOPER POWER SYSTEMS, LLC	Rexel USA, Inc.		
3	HOLOPHANE - ACUITY BRANDS	Rexel USA, Inc.		
4	3M DKY5714	Rexel USA, Inc.		
5	ANIXTER	Rexel USA, Inc.		
6	MRC GLOBAL	Rexel USA, Inc.		
7	ABB INDUSTRIAL SOLUTIONS	Rexel USA, Inc.		
8	MISCELLANEOUS GROUP (297 Mfrs)	Rexel USA, Inc.	Aggregate 2 was awarded <u>per line item</u> to the lowest responsive Bidder.	

Table 5: Summary of Sourcing Event 0000008573 Aggregate 3 Individual Items

	Items	Awarded Contractors	Aggregate Description	Bidders
1	258 Individual Items	Rexel USA, Inc.	<p>Aggregate 3 consists of 258 individual products which the City uses regularly and frequently.</p> <p>Aggregate 3 was awarded as a <u>single aggregate</u> to the lowest responsive Bidder.</p>	<ol style="list-style-type: none"> 1. Rexel USA, Inc. 2. Alameda Electrical Distributors, Inc.



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 240674

Bid/RFP #: 0000008573

Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION

TYPE OF FILING	DATE OF ORIGINAL FILING (for amendment only)
Original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT

NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
office of the clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Evan Magante	628-652-1622
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
OCA Office of Contract Administration	evan.magante@sfgov.org

5. CONTRACTOR	
NAME OF CONTRACTOR Rexel USA Inc.	TELEPHONE NUMBER 408-280-7777
STREET ADDRESS (including City, State and Zip Code) 540 Martin Ave., Santa Clara, CA 95050	EMAIL peter.fenyese@rexelusa.com

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER 0000008573	FILE NUMBER (If applicable) 240674
DESCRIPTION OF AMOUNT OF CONTRACT \$26,200,000		
NATURE OF THE CONTRACT (Please describe) <p>This contract is for City-wide procurement of electrical supplies. The proposed contract will have a not to-exceed ("NTE") amount of \$ \$26,200,000 with a total contract duration of seven (7) years.</p>		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Little	Roger	CEO
2	Testa	Mark	CFO
3	Holt	Matt	COO
4	Becker	Caroline	Other Principal Officer
5	Lomheim	Jordan	Other Principal Officer
6	Hanna	Michael	Other Principal Officer
7	Packer	Eric	Other Principal Officer
8	Robertson	Tracy	Other Principal Officer
9	Faulk	Jacqueline	Other Principal Officer
10	Hermo	Shaun	Other Principal Officer
11	Kidney	Mike	Other Principal Officer
12	Monoson	Christopher	Other Principal Officer
13	Mumma	Shawn	Other Principal Officer
14	Ryan	Timothy	Other Principal Officer
15	Walrath	Whitney	Other Principal Officer
16	Rothbard	Jeremy	Other Principal Officer
17	Hawkins	Shawn	Other Principal Officer
18	Daniel	Mark	Other Principal Officer
19			

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
20			
21			
22			
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27			
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31			
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33			
34			
35			
36			
37			
38			

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
39			
40			
41			
42			
43			
44			
45			
46			
47			
48			
49			
50			

Check this box if you need to include additional names. Please submit a separate form with complete information. Select “Supplemental” for filing type.

10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

<p>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</p> <p>BOS Clerk of the Board</p>	<p>DATE SIGNED</p>
---	---------------------------



DATE: June 3, 2024
 TO: Angela Calvillo, Clerk of the Board
 FROM: Sailaja Kurella, Director of Office of Contract Administration (OCA) and Purchaser
 SUBJECT: Resolution to approve Peoplesoft Contract ID 1000032452 (TC 77550) for Citywide Electrical Supplies

Enclosed please find the proposed Resolution from the Office of Contract Administration (OCA), on behalf of the all City departments, requesting that the Board of Supervisors authorize Contract 1000032452 with Rexel USA, Inc. (“Rexel USA”) for Citywide Electrical Supplies. The proposed contract will have a not to-exceed (“NTE”) amount of \$26,200,000.¹ The contract will have an initial term of three (3) years, with the option to extend the term for four (4) additional years, for a total contract duration of seven (7) years. The anticipated contract start date is August 1, 2024. The proposed contract was competitively procured pursuant to Administrative Code 21.2, through an Invitation for Bids (IFB) issued by OCA on January 12, 2024 under Sourcing Event 0000008573, as a result of which Rexel USA was deemed the lowest responsible and responsive Bidder.

Background

Between 2018 and 2023, City departments encumbered approximately \$34.7 million dollars for the procurement of electric supplies.² The primary users of electrical supplies are the San Francisco Public Utilities Commission (“PUC”) and San Francisco International Airport (“AIR”). Based on this data, City departments have encumbered an average of \$5.8 million dollars for electrical supplies per year since 2018.

Table 1: Total Purchase Order Encumbrances by City Department between 2018-2023 for Electrical Supplies

Department	Grand Total	Annual Average
PUC	\$ 18,162,809	\$ 3,027,135
AIR	\$ 8,841,225	\$ 1,473,537
MTA	\$ 1,782,252	\$ 297,042
DPW	\$ 1,778,382	\$ 296,397
DT	\$ 945,810	\$ 157,635
REC	\$ 726,569	\$ 121,095
DPH	\$ 575,565	\$ 95,928
PRT	\$ 561,708	\$ 93,618
LIB	\$ 525,898	\$ 87,650
ADM	\$ 462,459	\$ 77,076
OTHER	\$ 295,110	\$ 49,185
	\$ 34,657,786	\$ 5,776,298

City departments procure Electrical Supplies through a combination of OCA Term Contracts, department issued

¹ This amount is based on City’s estimated spend over the full seven year term of the contract. As per the IFB, the amount can be increased should City’s estimated spend exceed its estimated spend can be increased should City’s estimated spend exceed its estimated spend.

² This amount is based on Purchase Orders issued to Alameda Electrical Distributors Inc. (Supplier ID 0000025976), Buckles-Smith Electric Co. (Supplier ID 0000023918) and Maltby Electric Supply Co. Inc. (Supplier ID 0000015861) during 2018, 2019, 2020, 2021, 2022 and 2023. OCA estimates that approximately \$460,000 of this total amount (approximately 1.3%) was for the procurement of related services such as electrical equipment testing, cleaning, maintenance and repair.



contracts and stand-alone purchase orders not associated with any contracts. However, as shown in Table 2 below, the bulk of these purchase (nearly 70%) is associated with Term Contracts established through OCA, making these contracts essential to maintaining City operations.³

Table 2: Total Purchase Order Encumbrances by City Departments between 2018-2023 for Electrical Supplies Using OCA Term Contracts

Procurement Type	Sum of Total PO Amount	% of Total
OCA Term Contracts	\$ 24,437,295	71%
Department Contract/Stand-Alone POs	\$ 10,220,490	29%
Grand Total	\$ 34,657,786	100%

Invitation for Bids (Sourcing Event 0000008573)

In anticipation of the expiration date of OCA’s existing Term Contracts for electric supplies, OCA issued an Invitation for Bids (“IFB”) on January 12, 2024 (Sourcing Event 0000008573). Sourcing Event 0000008573 consisted of three (3) Aggregates. Each Aggregate was awarded based on a Bidder meeting the Minimum Qualifications of the IFB and being the lowest responsive Bidder based solely on price. A summary of the three Aggregates and corresponding awards is provided in Tables 3-5 below.

Table 3: Summary of Sourcing Event 0000008573 Aggregate 1 Manufacturer Group

	Description	Bidders	Awarded
1	ABB INSTALLATION PRODUCTS, INC	1. Rexel USA, Inc. 2. Alameda Electrical Distributors, Inc.	1. Rexel USA, Inc. 2. Alameda Electrical Distributors, Inc.
2	OLDCASTLE INFRASTRUCTURE INC		
3	ACUITY BRANDS LIGHTING		
4	FLUKE CORP		
5	SQUARE D		
6	COOPER B-LINE		
7	ENCORE WIRE CORP.		
8	SIEMENS INDUSTRY, INC.		
9	LUTRON ELECTRONICS CO		
10	RAB LIGHTING		
11	HUBBELL WIRING DEVIC - KELLEMS		
12	COOPER LIGHTING		

Table 4: Summary of Sourcing Event 0000008573 Aggregate 2 Manufacturer Group

	Description	Bidders	Awarded
1	HELICORE, LLC	1. Rexel USA, Inc. 2. Alameda Electrical Distributors, Inc.	Rexel USA, Inc.
2	COOPER POWER SYSTEMS, LLC		Rexel USA, Inc.
3	HOLOPHANE - ACUITY BRANDS		Rexel USA, Inc.
4	3M DKY5714		Rexel USA, Inc.
5	ANIXTER		Rexel USA, Inc.

³ OCA’s two most recent and only remaining Term Contracts from which City departments can procure electrical supplies were approved by the Board of Supervisors under Files 23-1249 (expired on April 30, 2024) and 23-1250 (expiring on June 30, 2024).



		Description	Bidders	Awarded
6	MRC GLOBAL	“Miscellaneous Manufacturer Group” that consists of various manufacturers which the City uses the least. Aggregate 2 was awarded <u>per line item</u> to the lowest responsive Bidder.		Rexel USA, Inc.
7	ABB INDUSTRIAL SOLUTIONS			Rexel USA, Inc.
8	MISCELLANEOUS GROUP (297 Mfrs)			Rexel USA, Inc.

Table 5: Summary of Sourcing Event 0000008573 Aggregate 3 Individual Items

Aggregate 3 Individual Items Group	Description	Bidders	Awarded
Lines 1 - 258	258 Individual Items (high usage)	1. Rexel USA, Inc. 2. Alameda Electrical Distributors, Inc.	Rexel USA, Inc.

Aggregate 3 consists of 258 individual products which the City uses regularly and frequently.

Aggregate 3 was awarded as a single aggregate to the lowest responsive Bidder.

Award

Rexel USA was deemed the lowest responsive Bidder for all three Aggregates under Sourcing Event 0000008573.4 As per the IFB, should a Bidder be awarded more than one Aggregate, City will combine the awarded Aggregates into a single contract with an NTE equal to the combined NTE of all awarded Aggregates. Having won Aggregates 1, 2 and 3 under Sourcing Event 0000008573, Rexel USA’s contract is estimated to have an NTE of \$26,200,00 for its seven year term.

Table 6: NTE Calculations for Contract ID 1000032452 with Rexel USA

Rexel USA, Inc. (Contract ID 1000032452)	Advertised 3 Year Initial NTE	7 Year Estimate Based on Advertised NTE	7 Year Estimate Rounded to the nearest 100,000
Aggregate 1 Manufacturer Group	\$2,200,000	\$5,133,333	\$5,100,000
Aggregate 2 Manufacturer Group	\$6,050,000	\$14,116,667	\$14,100,000
Aggregate 3 Individual Items Group	\$3,000,000	\$7,000,000	\$7,000,000
Total Contract Not to Exceed Amount	\$11,250,000	\$26,250,000	\$26,200,000

Pricing Structure

Aggregates 1 and 2 of Sourcing Event 0000008573 were evaluated based on Bidder’s Discount off of or Mark-Up over Manufacturer List Price, which must be firm for the full contract term. Aggregate 3 was based on specific

⁴ As stated in Table 3, Aggregate 1 was awarded as a single aggregate to the two (2) lowest responsive Bidders. The second lowest responsive Bidder for Aggregate 1 was Alameda Electrical Distributors, Inc. which will also be awarded a contract valued at \$5,100,000.

City and County of San Francisco
London N. Breed, Mayor



Office of the City Administrator
Carmen Chu, City Administrator
Sailaja Kurella, Director
Office of Contract Administration/Purchasing

pricing for 258 individual items. Pricing for these items can be adjusted annually. Rexel USA's pricing for each Aggregate is identified in Appendix B of Contract ID 1000032452.

Recommendation

This contract is vital in the management of Citywide electrical supplies purchases. Without this contract, the City would be at risk of not having adequate contracted capacity to manage its electrical supplies procurement. A timely approval of this resolution will provide City departments access to acquire electrical products through a comprehensive Citywide electrical supplies contract.

If you have any questions or require additional information, please contact Evan Magante on my team at (628) 652-1622.

Enclosures:

1. Contract 1000032452 Proposed Terms
2. Contract 1000032452 Ethics Form 126f(2)
3. Contract 1000032452 Ethics Form 126f(4)
4. Contract 1000032452 Resolution