DocuSign Envelope ID: 26659F8A-374A-496E-A74B-58E8963C2589

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

NOVATION AGREEMENT

THIS NOVATION AGREEMENT ("Novation") is made as of **October 1, 2021**, in San Francisco, California, by and between **Maltby Electric Supply Company**, a corporation duly organized and existing under the laws of **California** with its principal office in **San Francisco** ("Transferor"), **Alameda Electrical Distributors Inc**, a corporation duly organized and existing under the laws of **California** with its principal office in **Hayward** ("Transferee"), and City and County of San Francisco, a municipal corporation ("City").

Recitals

WHEREAS, Transferor is a party to the Agreement (as defined below); and

WHEREAS, Transferor desires to transfer the Agreement, and Transferee desires to assume the Agreement in full, each on the terms and conditions set forth herein; and

WHEREAS, Transferor warrants that Transferee is able to fully perform all obligations that may exist under the Agreement, and

WHEREAS, Transferee warrants that it is able to fully perform all obligations that may exist under this Agreement, and

WHEREAS, It is consistent with the City's interest to recognize the Transferee as the successor party to the Agreement, and

WHEREAS, Transferor has transferred to the Transferee all the assets of the Transferor that are used for the performance of the Agreement and documents evidencing of the above transfer has been filed with the City, and

WHEREAS, the City consents to the transfer of the Agreement based on Transferor's warranties stated herein and under the terms below.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Novation, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Transferor and Transferee agree as follows:

Article 1 Definitions

The following definitions apply to this Novation:

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1.1 "Agreement"

"Agreement" means the agreement dated **May 1, 2018** between Transferor and City and County of San Francisco, a municipal corporation, as amended by the first amendment of **March 9, 2021**. The Agreement and any amendments or modifications are attached to this Novation as Appendix A.

1.2 "Effective Date" means **October 1, 2021**

1.3 Other terms used and not defined in this Novation shall have the meanings assigned to such terms in the Agreement.

Article 2 Transfer of Agreement

2.1 **Transfer.** Transferor hereby assigns, transfers and conveys to Transferee all of Transferor's rights, title and interest in and to the Agreement and all of Transferor's duties and obligations thereunder.

2.2 **Acceptance.** Transferee hereby accepts the transfer and conveyance set forth in Article 2.1 and agrees to perform all of Transferor's duties and obligations under the Agreement.

2.3 **Rights to Enforce**. Subject to the terms of the Agreement, this Novation shall be binding upon, and inure to the benefit of, the parties hereto and their successors and transferees. Nothing in this Novation, whether express or implied, shall be construed to give any person or entity (other than City and the parties hereto and their respective successors and Transferees) any legal or equitable right, remedy or claim under or in respect of this Novation or any covenants, conditions or provisions contained herein.

2.4 **Consent of City.** The City consents to the transfer described in this Article 2 based on the evidence provided below, which indicates that Transferee is in a position to fully perform all obligations that may and will exist under the Agreement. All the evidence is attached to this Novation as Appendix B. Further, each of Transferor and Transferee acknowledges that the prior written consent of City to this Novation is required under the terms of the Agreement. City shall have the right to enforce this Novation.

2.4.1 An authenticated copy of instrument effecting the transaction between the Transferor and Transferee, together with attorney opinion letters with a statement that the transaction was properly affected under the applicable state law.

2.5 **Successor.** The City recognizes the Transferee as the Transferor's successor in interest in and to the Agreement. The Transferee by this Novation becomes liable for all responsibilities and entitled to all rights, titles, and interests of the Transferor in and to the Agreement. The City will treat the Transferee as if the Transferee were the original party to the Agreement. Following the Novation, the term "Contractor," as used in the Agreement, shall refer to the Transferee. The Agreement shall remain in full force and effect, except as modified by this Novation. Each party has executed this Novation as of the day and year first above written.

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2.6 **Further Assurances.** From and after the date of this Novation, Transferor and Transferee agree to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the conveyance contemplated by this Novation or as may be required by City.

Article 3 Obligations and Liabilities

3.1 **Transfer, Waiver, and Assumption.** The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the City that it now has or may have in the future in connection with the Agreement. The Transferee agrees to be bound by and to perform the Agreement in accordance with the conditions contained therein. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the Agreement as if the Transferee were the original party to the Agreement. The Transferee ratifies all previous actions taken by the Transferor with respect to the Agreement, with the same force and effect as if the action has been taken by the Transferee. Except as expressly provided in this Novation, nothing in it shall be construed as a waiver of any rights of the City against the Transferor.

3.2 **Past Payments.** All payments and reimbursements previously made by City to the Transferor, and all other previous actions taken by City under the Agreement, shall be considered to have discharged those parts of City's obligations thereunder. All payments and reimbursements made by City after the date of this Novation in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of City's obligations under the Agreement, to the extent of the amounts paid or reimbursed. The Transferor and the Transferee agree and confirm that City is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer of this Novation, other than those that City in the absence of this transfer would have been obligated to pay or reimburse under the terms of the Agreement.

Article 4 Insurance and Indemnification

4.1 **Insurance Certificates.** For this Novation to be effective, Transferee shall provide to City insurance certificates and endorsements for the identical type and amount of coverage currently required under the Agreement.

4.2 **City.** Transferor and Transferee shall, to the fullest extent permitted by law, indemnify, defend and protect City, and hold City harmless from and against any and all liabilities, losses, damages, claims, costs or expenses (including attorneys' fees) arising out of Transferor and/or Transferee's failure to comply with any term or obligation of this Novation or the Agreement. Defense obligations under this Section 4.2 shall be provided immediately following a tender of defense.

Article 5 General Provisions

5.1 **Governing Law**. This Novation shall be governed by the laws of the State of California, without regard to its conflict of laws principles.

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5.2 **Headings**. All section headings and captions contained in this Novation are for reference only and shall not be considered in construing this Novation.

5.3 **Notices**. All notices, consents, directions, approvals, instructions, requests and other communications regarding this Novation or the Agreement shall be in writing, shall be addressed to the person and address set forth below and shall be (i) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (ii) hand delivered or (iii) sent via email with a return receipt. All communications sent in accordance with this Section shall become effective on the date of receipt. From time to time Transferor, Transferee or City may designate a new address for purposes of this Section by notice to the other signatories to this Novation.

If to Transferor:

Maltby Electric Supply Company
Mr. Armand Pantaleon
336 7th Street
San Francisco, CA 94103
Supplier e-mail: apantaleon@malbyelectric.com

If to Transferee:

Alameda Electrical Distributors Inc.
Mr. Armand Pantaleon
336 7th Street
San Francisco, CA 94103
Supplier e-mail: APantaleon@alamedaelectric.com

If to City:

Office of Contract Administration
Purchasing
Sailaja Kurella, Acting Director and Purchaser
1 Dr. Carlton B. Goodlett Place, Room 430
San Francisco, CA 94102
sailaja.kurella@sfgov.org

5.4 **Entire Agreement.** This Novation sets forth the entire agreement between Transferor and Transferee relating to the Agreement and supersedes all other oral or written provisions.

5.5 **Severability.** Should the application of any word, phrase, clause, sentence, paragraph and/or provision of this Novation 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 words, phrases, clauses, sentences, paragraphs and/or provisions of this Novation shall not be

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affected or impaired thereby and (ii) such words, phrases, clauses, sentences, paragraphs and/or provisions shall be enforced to the maximum extent possible so as to effect the intent of Transferor, Transferee and City.

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IN WITNESS WHEREOF, Transferor and Transferee have each duly executed this Novation as of the date first referenced above.

TRANSFEROR

Maltby Electric Supply Company
CITY SUPPLIER NUMBER 0000015861

By DocuSigned by: Rodney Jason 65E2BFDA9DDC4FF...

Title President

TRANSFEREE

Alameda Electrical Distributors Inc.
CITY SUPPLIER NUMBER 0000025976

By 55CEC4170400465 Craig LaRue DocuSigned By: Craig LaRue

Title President

City hereby consents to the transfer described in Article 2 of this Novation.

Recommended by:

DocuSigned by: 777CBF8FC28B42D...
Signature for Department
Name: Galen Leung
Title: Supervising Purchaser
Department: Office of Contract Administration

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

By: DocuSigned by: Taraneh Moayed 9AEA44694D514E7...
Name: Sailaja Kurella

Approved as to Form:

Dennis J. Herrera
City Attorney

By DocuSigned by: Gustav P. Guibert D39D934F443D4CB...
Gus Guibert
Deputy City Attorney

Attached:
Appendix A: Agreement and Amendment
Appendix B: Documentation of Transfer

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APPENDIX A - Agreement

The Agreement dated **May 1, 2018** between Contractor and City, as amended by the: **First amendment**, dated **March 9, 2021**, is attached on the following pages.

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

CONTRACT AWARD

Indefinite Quantity

Maltby Electric Supply
Attn: Armand Pantaleon
336 7th Street
San Francisco, CA 94103
apantaleon@maltbyelectric.com

Date: 5/1/2018
Buyer's Name: Maria Sio
Term Contract: 77001
Type: Indefinite
Not-to-exceed amount: $8,500,000
Contract ID: 1000010014

The City and County of San Francisco does hereby accept your offer to furnish the services indicated below. Such services are to be performed in the manner and the form and at the times and prices set forth in the above numbered Contract Proposal, but only after receipt of order properly certified by the Controller of the City and County of San Francisco.

For furnishing and delivering **Electrical Materials, Supplies, and Fixtures for San Francisco International Airport**

For the term **May 1, 2018 through April 30, 2021.**

Items: 1 through 823

Payment Terms: 1% discount Net 30.

for 5/8/2018

As the duly appointed Purchaser of the City and County of San Francisco — Date

Acknowledge receipt and acceptance of this Contract Award in the space below. Return to Maria Sio, P.O. Box 8097, San Francisco, CA 94128.

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor Maltby Electric Supply Inc

By _____ Account Manager
Signature — Title

Print Name Armand D.Pantaleon

Date 05/10/18

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CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF CONTRACT ADMINISTRATION
PURCHASING DIVISION

77001

AWARD

Electrical Materials and Supplies for San Francisco International Airport
For the Term May 1, 2018 through April 30, 2021

COMPANY INFORMATION

WARNING

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

City departments must contact their assigned City Attorney for applicable provisions, procedures and relevant fund requirements.

Name of Company:	Maltby Electric Supply Company
Address:	336 7th Street
City, State, Zip:	San Francisco, CA 94103
Contact:	Armand Pantaleon
Telephone Number:	(415) 863-5000
Fax Number:	(415) 863-5011
24-Hour Emergency Number:	(415) 740-5317
Email:	apantaleon@maltbyelectric.com
Payment Terms:	1% Net 30
Federal Tax I.D. Number:	94-1520685
PeopleSoft Supplier ID:	0000015861

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AWARD

Electrical Materials and Supplies for San Francisco International Airport
For the Term May 1, 2018 through April 30, 2021

AWARD SHEETS

Bid Line	UCC #	Manufacturers Name	Percent Offered
1	891040	3M ELECTRICAL MARKET ABRASIVE BELTS	90
2	051111	3M ELECTRICAL MARKET ABRASIVE SYSTEMS	90
3	021200	3M ELECTRICAL MARKET ADHESIVES/BONDING/SEALING	90
4	080529	3M ELECTRICAL MARKET AEARO HEARING PROTECTION	93
5	078371	3M ELECTRICAL MARKET AEARO SAFETY SOLUTIONS	95
6	051141	3M ELECTRICAL MARKET CABLE & WIRE PRODUCTS	20
7	474491	3M ELECTRICAL MARKET COMMUNICATION TECHNOLOGIES	92
8	051115	3M ELECTRICAL MARKET CORROSION & FIRE PROTECTION	20
9	054007	3M ELECTRICAL MARKET ELECTRICAL PRODUCTS	20
10	051125	3M ELECTRICAL MARKET ELECTRONIC & FIRE PROTECTION	95
11	053200	3M ELECTRICAL MARKET FACILITIES CLEANING & CARE	97
12	783748	3M ELECTRICAL MARKET GAS DETECTION PRODUCTS	96
13	051135	3M ELECTRICAL MARKET HEAT SHRINK PRODUCTS	20
14	076308	3M ELECTRICAL MARKET HEAT SHRINK PRODUCTS & ACCESSORIES	20
15	707387	3M ELECTRICAL MARKET HOMELAND SECURITY & DEFENSE PRODUCTS	20
16	013166	3M ELECTRICAL MARKET IDENTIFICATION SYSTEMS	20
17	051131	3M ELECTRICAL MARKET INDUSTRIAL PRODUCTS	93
18	051128	3M ELECTRICAL MARKET MRO SOLUTIONS	20
19	093045	3M ELECTRICAL MARKET PELTOR HEARING PRODUCTS	94
20	048011	3M ELECTRICAL MARKET SAFETY PRODUCTS	91
21	051144	3M ELECTRICAL MARKET SURFACE FINISHING SYSTEMS	90
22	051138	3M ELECTRICAL MARKET TELECOMMUNICATIONS & SAFETY	94
23	001895	3M ELECTRICAL MARKET WRAPAROUND HEAT SHRINK PRODUCTS	20
24	016145	3M PURIFICATION INC./CUNO/AQUA-PURE/PURWATER	95
25	092498	3M PURIFICATION INC./CUNO/PURWATER/AQUA-PURE	95
26	780730	A&G MFG. CO., INC.	94
27	438177	ABB INC., LOW VOLTAGE DRIVES	96
28	781063	ADALET PLM	94
29	781087	ADVANCE	95
30	869640	ADVANCED ELECTRICAL & MOTOR CONTROL	94
31	685338	AEMC INSTRUMENTS	98
32	088193	AERVOE INDUSTRIES, INC.	98
33	077680	AFC CABLE SYSTEMS INC.	20
34	743243	AFLIGHTING	98

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For the Term May 1, 2018 through April 30, 2021

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Bid Line	UCC #	Manufacturers Name	Percent Offered
35	076335	AFLIGHTING/BARNETT B&C	98
36	046013	AIR KING LASKO PRODUCTS	98
37	083162	AIR KING VENTILATION PRODUCTS	98
38	783429	AIRMASTER	98
39	030266	ALFRA USA LLC	95
40	085339	ALLIED MOULDED PRODUCTS	95
41	091111	ALLIED TUBE & CONDUIT CORP	95
42	781170	ALL-STATES INC.	94
43	781197	ALPHA WIRE CORPORATION	93
44	980030	ALUMINUM CONDUIT	45
45	980120	ALUMINUM WIRE	45
46	714176	AMERICAN LIGHTING, INC.	98
47	027868	AMERICAN POLYWATER	98
48	662364	AMFICO	98
49	622620	ANAMET ELECTRICAL	97
50	714118	ANAMET ELECTRICAL, INC.	97
51	731304	APC BY SCHNEIDER ELECTRIC	20
52	788597	APC NETWORKING & CABLE SOLUTIONS	20
53	879703	APC SECURITY & ENVIRONMENTAL	93
54	781381	APPLETON ELECTRIC COMPANY	10
55	018997	ARLINGTON	40
56	018997	AUSTIN COMPANY	94
57	001001	AXIS COMMUNICATIONS INC.	95
58	885911	B&D DEWALT OLDHAM	95
59	742585	B.E.S. MANUFACTURING	95
60	781568	BALDOR MOTORS	10
61	015164	BAUER	95
62	017398	BAYCO PRODUCTS, INC.	91
63	628575	BELDEN CONNECTIVITY CABLE AND ACCESSORIES	50
64	611589	BELDEN CONNECTIVITY PRODUCTS	50
65	612825	BELDEN CONNECTIVITY SOLUTIONS	50
66	001004	BELDEN PRODUCTS	50
67	786331	BIG BEAM	96
68	731413	BOSCH SERVICE SOLUTIONS TIF	97

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AWARD

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Bid Line	UCC #	Manufacturers Name	Percent Offered
69	687744	BOSCH TIF	95
70	662820	BRADY CORPORATION IDENTIFICATION SOLUTIONS DIVISION	12
71	754473	BRADY CORPORATION SIGNMARK DIVISION	92
72	703666	BRADY HEATEX PRODUCTS	94
73	781747	BRIDGEPORT FITTINGS INC	20
74	780227	BRISCON ELECTRIC MFG. CORP.	95
75	029054	BRK ELECTRONICS	10
76	026715	BROAN-NUTONE HOUSING PRODUCTS	90
77	027014	BROAN-NUTONE RANGEAIRE	90
78	656407	BROAN-NUTONE STORAGE SOLUTIONS	90
79	055321	BROAN-NUTONE VENTILATION & HOUSING	90
80	781786	BRYANT W-DEVICE/ECONOMY CABLE GRIP	50
81	804719	BULB EZ COPPERWOLF, INC.	89
82	621945	BURNDY INC.	15
83	781810	BURNDY LLC	88
84	781810	BURNDY PRODUCTS	15
85	980200	CABLE TRAY PRODUCTS	90
86	800388	CABLOFIL/LEGRAND	30
87	027418	CADET	90
88	847656	CALPIPE INDUSTRIES, INC.	55
89	088700	CANTEX, INC.	55
90	782172	CAPITOL MFG/CAMCO FITTINGS/CONDUIT PIPE PRODUCTS	90
91	081203	CARLON BUILDERS PRODUCTS	90
92	034481	CARLON ELECTRICAL PRODUCTS	20
93	670648	CARLON PYRAMID PRODUCTS	90
94	791207	CARLON TELECOM SYSTEMS	97
95	079407	CAROL PRODUCTS	95
96	786881	CARPENTER DIV. KIDDIE INC.	95
97	743928	CASABLANCA FAN CO.	95
98	696812	CEMENTEX PRODUCTS, INC.	98
99	786674	CENTURY ELECTRIC MOTORS	98
100	617729	CERTIFIED INSULATED PRODUCTS	94
101	690240	CHANNEL VISION	93
102	025582	CHANNELLOCK INC	96
103	703957	CHATSWORTH PRODUCTS, INC.	94

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AWARD SHEETS

Bid Line	UCC#	Manufacturer's Name	Percent Offered
104	886848	CIVILIGHT NORTH AMERICA	97
105	084298	CLC CUSTOM LEATHERCRAFT	97
106	029892	COLEMAN CABLE	20
107	078693	COLEMAN CABLE SYSTEMS	20
108	078531	COLUMBIA LIGHTING	97
109	001002	COMMSCOPE PRODUCTS	10
110	884104	COMMSCOPE SYSTIMAX/UNIPRISE	55
111	721460	COMMSCOPE UNIPRISE/SYSTIMAX	55
112	856143	COMPASS LIGHTING PRODUCTS/HUBBELL LIGHTING	98
113	980070	CONDUIT & CABLE FITTINGS	40
114	980020	CONDUIT COUPLINGS,ELBOWS, & ACCESS	40
115	781727	CONDUX INTL INC	94
116	094925	CONNECTICUT ELECTRIC INC.	75
117	856240	CONSTRUCTION INNOVATIONS	98
118	660674	CONTECH LIGHTING	98
119	660674	CON-TECH LIGHTING	78
120	980100	COPPER BUILDING WIRE	50
121	980130	COPPER WIRE,CABLE, & CORD	50
122	080629	CRAFTMADE ELLINGTON JEREMIAH PRODUCTS	92
123	647881	CRAFTMADE INTERNATIONAL	95
124	649123	CRC CHEMFREE	30
125	078254	CRC INDUSTRIES	30
126	078372	CRC K&W PRODUCTS	75
127	016606	CRC MARYKATE CLEANER	75
128	716606	CRC MARYKATE PRODUCTS	75
129	116606	CRC MARYKATE TREATMENT	75
130	070755	CRC MARYKATE WAX	75
131	072213	CRC STA-LUBE	30
132	070421	CRC TANNERY	97
133	813959	CREE LIGHTING	25
134	849665	CREE LIGHTING	25
135	780354	CRESCENT LIGHTING CORP.	75
136	075218	CROSS, W.W. (VIKING)	90
137	703466	DANFOSS ELECTRIC HEATING	90
138	885917	DELTA BREEZ	97

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Bid Line	UCC#	Manufacturer's Name	Percent Offered
139	855301	DELTA-THERM CORPORATION	97
140	090529	DESIGNERS EDGE, INC.	97
141	781052	DIMPLEX	97
142	782980	DITEK CORP.	94
143	080083	DMF LIGHTING	98
144	710983	DOLPHIN COMPONENTS CORPORATION	98
145	782490	DONGAN ELECTRIC MFG COMPANY	98
146	782520	DUAL-LITE/CORNERSTONE LIFE SAFETY PRODUCTS	45
147	074196	DURACELL GARRITY	35
148	071701	DYMO PRODUCTS	89
149	069996	EASYHEAT PIPE/GROUND	75
150	013627	EASYHEAT PIPE/ROOF/FLOOR/GROUND	75
151	799038	EATON B-LINE COMM/DATA EQUIPMENT	89
152	662516	EATON B-LINE GS METALS	89
153	782051	EATON B-LINE PRODUCTS	30
154	781011	EATON B-LINE SYSTEMS INC	30
155	051712	EATON BUSSMANN	20
156	786683	EATON BUSWAY	20
157	786676	EATON CIRC PROT DEV & CTRLS	89
158	782114	EATON CONTROLS/DISTRIBUTION EQUIPMENT	20
159	782116	EATON CONTROLS/MULTIPLE METERING	89
160	622692	EATON CROUSE-HINDS	78
161	784564	EATON CROUSE-HINDS COMMERCIAL	78
162	662277	EATON CROUSE-HINDS COMMERCIAL PRODUCTS	75
163	782274	EATON CROUSE-HINDS INDUSTRIAL	75
164	662283	EATON CROUSE-HINDS INDUSTRIAL FITTINGS & LIGHTING	20
165	662276	EATON CROUSE-HINDS INDUSTRIAL PRODUCTS	20
166	662275	EATON CROUSE-HINDS MOLDED PRODUCTS	75
167	784731	EATON CROUSE-HINDS MYERS HUBS	20
168	662278	EATON CROUSE-HINDS MYERS PRODUCTS	20
169	662280	EATON CROUSE-HINDS OBSTRUCTION LIGHTING	20
170	786189	EATON CROUSE-HINDS OUTLET BOXES	20
171	662279	EATON CROUSE-HINDS OUTLET PRODUCTS	20
172	435156	EATON CROUSE-HINDS PRODUCTS NORTEM	95
173	589351	EATON CROUSE-HINDS PRODUCTS CEAG1	95

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AWARD SHEETS

Bid Line	UCC#	Manufacturer's Name	Percent Offered
174	589352	EATON CROUSE-HINDS PRODUCTS CEAG2	95
175	589355	EATON CROUSE-HINDS PRODUCTS CEAG3	95
176	589357	EATON CROUSE-HINDS PRODUCTS CEAG4	95
177	589358	EATON CROUSE-HINDS PRODUCTS CEAG5	95
178	012539	EATON CROUSE-HINDS PRODUCTS CEAG6	95
179	250217	EATON CROUSE-HINDS PRODUCTS CEAG7	95
180	589350	EATON CROUSE-HINDS PRODUCTS CEAG8	95
181	786849	EATON DISTRIBUTION	75
182	782113	EATON DISTRIBUTION EQUIPMENT/CONTROLS	20
183	786689	EATON IQ METERING	75
184	622697	EATON LIGHTING FLUORESCENT/INCANDESCENT	90
185	623960	EATON LIGHTING FLUORESCENT/INCANDESCENT/HID	90
186	662401	EATON LIGHTING FLUORESCENT/INCANDESCENT/HID/EMERGENCY	90
187	622696	EATON LIGHTING HID/INCANDESCENT/FLUORESCENT/EXIT	90
188	623961	EATON LIGHTING INCANDESCENT/FLUORESCENT	95
189	662400	EATON LIGHTING INCANDESCENT/FLUORESCENT/HID/EMERGENCY	95
190	080083	EATON LIGHTING INDOOR/OUTDOOR	95
191	783363	EATON LIGHTING LUMIERE	95
192	786679	EATON METERING & DISTRIB	95
193	015082	EATON MOELLER CONTROLS & DISTRIBUTION	95
194	015081	EATON MOELLER DISTRIBUTION & CONTROLS	20
195	640130	EATON MOELLER MICROINNOVATION EQUIPMENT	95
196	014380	EATON MOELLER MINIATURE CIRCUIT BREAKERS	95
197	008790	EATON MOELLER PARTS & COMPONENTS	97
198	015080	EATON MOELLER SWITCHES & CONTROLS	97
199	786678	EATON MOTOR CTRLS & DIST	95
200	553340	EATON NETWORK CLOSET SOLUTIONS	95
201	786685	EATON NUMA-LOGIC CTRLS/DIST	65
202	786687	EATON PANELBOARDS & DISTRIB	50
203	743172	EATON POWERWARE COMPONENTS	50
204	790341	EATON POWERWARE UPS	25
205	786670	EATON SWITCHGEAR	20
206	786680	EATON TFMRS & DISTRIB	20
207	040893	EATON WIRING DEVICES INDUSTRIAL/RESIDENTIAL	20
208	032664	EATON WIRING DEVICES RESIDENTIAL/INDUSTRIAL	20

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Bid Line	UCC#	Manufacturer's Name	Percent Offered
209	052757	EATON WIRING DEVICES/SPRING ACTION	89
210	718205	EBINGER MANUFACTURING COMPANY	10
211	806101	E-BOX ENCLOSURES, INC.	95
212	782634	EDISON FUSE, INC.	95
213	793017	EDWARDS SIGNALING/FIRE ALARM SYSTEMS	80
214	793016	EDWARDS SIGNALING/FIRE ALARM SYSTEMS/SECURITY SYSTEMS	80
215	782640	EDWARDS SIGNALING/SECURITY SYSTEMS/FIRE ALARM SYSTEMS	15
216	687855	EGS	95
217	031293	EIKO NORTH AMERICA	60
218	633999	ELCO LIGHTING	10
219	782673	ELECTRI-FLEX COMPANY	55
220	756460	ELEMENT/TECH LIGHTING	88
221	030844	EMERSON ELEC CO	50
222	633914	EMERSON NETWORK POWER SURGE PROTECTION CONTROL CONCEPTS	50
223	630898	EMERSON NETWORK POWER SURGE PROTECTION EDCO	50
224	046609	EMPIRE LEVEL INC	88
225	015812	EMPIRE LEVEL INCORPORATED	88
226	780321	ENGINEERED PRODUCTS COMPANY	88
227	811706	ENVIROFAN SYSTEMS INC.	98
228	782856	ERCO	98
229	782856	ERICO, INC.	15
230	782862	ERICSON MFG CO	15
231	098359	ESSEX/SUPERIOR	75
232	845094	ET2 CONTEMPORARY LIGHTING	95
233	780249	ETCON CORP.	80
234	039800	EVEREADY BATTERY COMPANY INC	75
235	700251	EXCEL DRYERS	89
236	872780	EXITRONIX EMERGENCY/EXIT	85
237	846750	EXITRONIX EXIT SIGN/EMERGENCY	85
238	859602	EXITRONIX EXIT/EMERGENCY	85
239	717678	EXM MANUFACTURING LTD.	85
240	844366	FANLIGHT CORPORATION, INC.	97
241	650737	FANTECH	94
242	746071	FASTENING SPECIALISTS, INC.	89
243	047569	FEDERAL PIONEER/SQUARE D	89

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Bid Line	UCC #	Manufacturers Name	Percent Offered
244	782979	FEDERAL SIGNAL CORP.	35
245	014817	FEISS LIGHTING	78
246	980050	FLEXIBLE & LIQUID TIGHT CONDUIT	30
247	754082	FLUKE NETWORKS	10
248	095969	FLUKE/METERMAN/AMPROBE	10
249	028866	FRANKLIN INSTRUMENT CO., INC.	78
250	872180	FULHAM CO., INC.	25
251	847098	FULHAM FIRE HORSE	25
252	813068	FULHAM HIGH HORSE	25
253	751571	GAFCO GREEN	90
254	632591	GALVAN INDUSTRIES, INC.	90
255	980010	GALVANIZED RIGID CONDUIT IMC & EMT	70
256	785592	GARVIN INDUSTRIES	90
257	032076	GB INC	48
258	010151	GC/WALDOM	55
259	425095	GE CONTROL IEC CONTROL COMPONENTS	95
260	390207	GE CONTROL IEC DISCONNECT SWITCHES	95
261	022903	GE CONTROL IEC POWER DEVICES/PILOT DEVICES/IEC RELAYS	95
262	538915	GE CONTROL MANUAL MOTOR STARTERS	95
263	783166	GE CONTROL NEMA CONTROLS/IEC CONTROLS/PLC/RENEWAL PARTS	95
264	017018	GE CONTROL PUSH BUTTONS/IEC CONTROLS	95
265	783175	GE DISTRIBUTION & CONTROL	30
266	783164	GE DISTRIBUTION EQUIPMENT	97
267	411815	GE DISTRIBUTION MINIATURE CIRCUIT BREAKERS	97
268	413656	GE DISTRIBUTION MINIATURE CIRCUIT BREAKERS/ACCESSORIES	95
269	050096	GE DISTRIBUTION MOLDED CASE CIRCUIT BREAKER FRAMES	30
270	043180	GE HOME ELECTRIC PRODUCTS	94
271	046188	GE STRUCTURED WIRING COMPONENTS	94
272	039391	GE STRUCTURED WIRING COMPONENTS/DIMMERS	94
273	783173	GE TRANSFORMER	20
274	084123	GEIST MANUFACTURING	94
275	764260	GEN/TRAN CORP.	95
276	663008	GENERAL CABLE/NEXTGEN	96
277	001000	GREAT LAKES CASE & CABINET	97
278	784491	GREAVES CORPORATION	98

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279	783310	GREENLEE INC	20
280	769328	GREENLEE TEXTRON PALADIN TOOLS	20
281	807154	HALCO LIGHTING TECHNOLOGIES	94
282	051411	HALEX CO.	94
283	623980	HAMMOND MFG. CO.	94
284	803423	HAMMOND POWER SOLUTIONS INC.	94
285	858252	HARDWARE INNOVATIONS SYLVANIA TIMERS & VENTILATION	94
286	808475	HARGER LIGHTNING & GROUNDING	94
287	742796	HARRIS MARCUS HOME PRODUCTS	90
288	651849	HAVELLS LAMPS-USA, INC.	90
289	051849	HAVELLS LIGHTING-USA, INC.	90
290	064608	HAVELLS PRODUCTS-USA, INC.	90
291	664608	HAVELLS SUPPLIES-USA, INC.	90
292	001005	HAYDON CORPORATION, INC.	90
293	786607	HAZLUX LTG DIV AMERICAN ELEC	98
294	089306	HELLERMANN TYTON CORP.	98
295	685728	HIGHFIELD MFG. CO. (FIROMATIC)	98
296	759621	HILTI ANCHORING & EQUIPMENT	95
297	640665	HINKLEY LIGHTING	94
298	785023	HMC INDUSTRIES	94
299	085267	HONEYWELL INC	89
300	799385	HOWARD INDUSTRIES, INC.	89
301	990008	HUBBARDTON FORGE	88
302	047503	HUBBELL ACME ELECTRIC	20
303	640181	HUBBELL BUILDING AUTOMATION	20
304	785988	HUBBELL LIGHTING DIVISION	20
305	096359	HUBBELL POWER SYSTEMS	20
306	662620	HUBBELL PREMISE W/D	45
307	783585	HUBBELL WIRING DEVICE/KELLEMS	15
308	805035	HUBBELL WIRING DEVICES/TEMCO	20
309	883778	HUBBELL WIRING SYSTEMS	20
310	783608	HUNT DIMMING	88
311	049694	HUNTER FAN CO	90
312	053392	HUNTER LIGHTING GROUP/KENROY	90
313	783628	HYKON MFG CO	90
314	781789	IDEAL BUCHANAN PRODUCTS	30

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315	783250	IDEAL INDUSTRIES INC	30
316	783669	ILSCO CORP	20
317	614573	INTERMATIC GRASSLIN	20
318	078275	INTERMATIC, INC	20
319	622454	IPEX, INC.	67
320	783795	JEFFERSON ELEC CO	10
321	749761	JOSLYN CLARK CONTROLS LLC	60
322	691010	JUNO ALFA LIGHTING	75
323	633044	JUNO INDY ACCULITE LIGHTING	75
324	661209	JUNO LIGHTING INC.	20
325	784464	K&S METALS	95
326	047871	KIDDE FIRE FIGHTING	40
327	025417	KIDDE FIRE PROTECTION	98
328	784908	KIDDE HOME PROTECTION	98
329	047871	KIDDE SAFETY	98
330	783936	KILLARK ELECTRIC MANUFACTURING CO.	50
331	093319	KING ELECTRICAL MFG. CO.	75
332	719362	KING INNOVATION	75
333	092644	KLEIN TOOLS	20
334	783972	KNOPP INC	45
335	842136	KONKORE FITTINGS	75
336	001003	K-SUN CORPORATION	75
337	781002	L.H. DOTTIE COMPANY	20
338	804428	LEGRAND/ON-Q	75
339	781352	LEM PRODUCTS, INC.	30
340	781303	LENOX BAND SAWS	10
341	885363	LENOX COIL BAND SAWS	88
342	082472	LENOX TOOLS & ACCESSORIES	10
343	078477	LEVITON MFG CO.	45
344	872257	LEVITON SECURITY & AUTOMATION SOLUTIONS	55
345	784149	LEW ELEC FITTINGS	92
346	879501	LIFT SAFETY	95
347	844006	LIGHT EFFICIENT DESIGN	95
348	706762	LITETRONICS	40

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Bid Line	UCC #	Manufacturers Name	Percent Offered
349	784231	LITHONIA	20
350	820476	LITHONIA ARCHITECTURAL FLOODS	95
351	889804	LITHONIA DECORATIVE INDOOR/OUTDOOR	95
352	745973	LITHONIA DOWNLIGHTING	20
353	745980	LITHONIA DOWNLIGHTING/EMERGENCY/FLUORESCENT	89
354	745979	LITHONIA DOWNLIGHTING/FLUORESCENT/HID	89
355	745974	LITHONIA DOWNLIGHTING/OUTDOOR/FLUORESCENT	89
356	745976	LITHONIA EMERGENCY SYSTEMS	75
357	745977	LITHONIA FLUORESCENT INDOOR	78
358	745978	LITHONIA FLUORESCENT/DOWNLIGHTING	78
359	745975	LITHONIA GOTHAM DOWNLIGHTING	79
360	745981	LITHONIA HID/FLUORESCENT	90
361	190887	LITHONIA HIGH BAY LIGHTING	90
362	753573	LITHONIA INDUSTRIAL HIGH BAY	90
363	745972	LITHONIA INDUSTRIAL/FLUORESCENT	90
364	888791	LITHONIA NLIGHT POWER/SENSOR SWITCH	90
365	745971	LITHONIA SURFACE SUSPENDED	90
366	079458	LITTELFUSE INC	90
367	648044	LOTUS LED LIGHTS	35
368	047345	LOUISVILLE LADDER ATTIC LADDERS	46
369	095641	LOUISVILLE LADDER EXTENSION LADDERS	30
370	728865	LOUISVILLE LADDER GROUP LLC	30
371	078827	LPS LABORATORIES INC	75
372	027557	LUTRON ELECTRONICS	15
373	784276	LUTRON ELECTRONICS & LIGHTING	15
374	698397	M&W ELECTRIC MANUFACTURING CO LLC	74
375	784297	MADISON ELECTRIC PRODUCTS	74
376	038739	MAGLITE	98
377	722170	MAGNUS INDUSTRIES, INC.	75
378	088381	MAKITA USA INC	10
379	789143	MANHATTAN/CDT	75
380	784337	MARATHON SPECIAL PRODUCTS	90
381	098319	MARLEY ENGINEERED PRODUCTS BERKO/LEADING EDGE	96
382	030315	MARLEY ENGINEERED PRODUCTS BUILDER PRODUCTS	95
383	685360	MARLEY ENGINEERED PRODUCTS QMARK/LEADING EDGE	94

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384	783209	MAXIM LIGHTING	94
385	767627	MAXLITE, INC.	50
386	036283	MC GILL MFG CO	94
387	784474	MELTRIC CORP.	94
388	784485	MEPHISTO TOOL COMPANY	94
389	782001	MERSEN (FORMERLY FERRAZ SHAWMUT INC)	35
390	086500	MERSEN CIRCUIT PROTECTION PRODUCTS	98
391	430399	MERSEN FUSE PRODUCTS	98
392	605340	MERSEN SWITCH PRODUCTS	98
393	639720	METALLICS INC.	96
394	784550	MICRON INDUSTRIES CORP.	94
395	784567	MIDWEST ELECTRIC PRODUCTS, INC.	96
396	784572	MILBANK MFG CO	20
397	158123	MILWAUKEE ELECTRIC	30
398	784610	MINERALLAC COMPANY	40
399	085937	MINERALLAC COMPANY/CULLY	40
400	840253	MINKA GROUP/AMBIENCE/LAVERY	98
401	870540	MINKA GROUP/KOVACS	65
402	844349	MINKA GROUP/KOVACS CONTEMPORARY	95
403	874944	MINKA GROUP/KOVACS/LAVERY	95
404	844371	MINKA GROUP/KOVACS1	95
405	718212	MINKA GROUP/LAVERY	95
406	747396	MINKA GROUP/LAVERY/MINKA AIRE/AMBIENCE/METROPOLITAN	95
407	840254	MINKA GROUP/METROPOLITAN/MINKA AIRE	95
408	706411	MINKA GROUP/MINKA AIRE/LAVERY/KOVACS	95
409	799936	MOHAWK CABLE	95
410	600170	MONOSYSTEMS, INC.	87
411	26586	MONTE CARLO FAN COMPANY	98
412	008297	MONTE CARLO FAN PRODUCTS	89
413	026586	MONTE CARLO FANS	76
414	601986	MORRIS PRODUCTS INC.	75
415	095327	MULBERRY METAL PRODUCTS	78
416	606112	MULE LIGHTING, INC.	20
417	784749	NAMCO	75
418	044427	NCI PRODUCTS INC	89

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Bid Line	UCC #	Manufacturers Name	Percent Offered
419	834990	NELSON FIRESTOP PRODUCTS	75
420	767706	NICOR, INC.	78
421	732180	NORA LIGHTING, INC.	98
422	662381	NSI IND., INC.	85
423	678138	NTRON PRODUCTS	89
424	784891	NTW	89
425	701963	NUTONE-BROAN HOUSING PRODUCTS	89
426	800246	OLDCASTLE ENCLOSURE SOLUTIONS	20
427	049551	OLDHAM	89
428	714176	OMNI CABLE	98
429	871744	ON-Q	95
430	615624	ORBIT INDUSTRIES, INC./EVERGREEN	95
431	835243	ORBIT INDUSTRIES, INC./UMI	95
432	046135	OSRAM SYLVANIA LAMPS/LEDVANCE LLC	55
433	046135	OSRAM/SYLVANIA	55
434	625262	OUELLET ELECTRIC HEATING	94
435	783126	OZ-GEDNEY CO / NEER	40
436	037988	PANASONIC VENTILATION SYSTEMS CEILING FANS	90
437	092281	PANASONIC VENTILATION SYSTEMS CEILING/WALL/IN-LINE FANS	90
438	885170	PANASONIC VENTILATION SYSTEMS WHISPER CEILING FANS	90
439	074983	PANDUIT CORPORATION	20
440	784970	PANTHER AMERICAN	89
441	079046	PARAGON ELECTRIC COMPANY	30
442	785007	PASS & SEYMOUR INC DIMMERS/FAN SPEED CONTROLS	98
443	785007	PASS & SEYMOUR INC REIKER CEILING BOX SUPPORTS	85
444	785007	PASS & SEYMOUR INC WIRING DEVICES & ACCESSORIES	30
445	705591	PECO FASTENERS	94
446	785037	PENN-UNION CORPORATION	94
447	783510	PENTAIR EQUIPMENT PROTECTION	25
448	715629	PENTAIR THERMAL MANAGEMENT	98
449	620713	PENTAIR/NUHEAT	98
450	736953	PERMA-COTE	98
451	848743	PHD MANUFACTURING CO	90
452	781087	PHILIPS ADVANCE	30
453	727900	PHILIPS LIGHTING ELECTRONICS	30

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Bid Line	UCC #	Manufacturers Name	Percent Offered
454	008330	PHILIPS LIGHTING LAMPHOLDERS	90
455	622252	PHILIPS LIGHTOLIER ALTER FLUORESCENT	90
456	786121	PHILIPS LIGHTOLIER CONTROLS	30
457	781372	PHILIPS LUMINAIRES/CAPRI/OMEGA	90
458	783238	PHILIPS LUMINAIRES/CAPRI/OMEGA LTG	92
459	781370	PHILIPS LUMINAIRES/CHLORIDE/DAYBRITE	92
460	734340	PHILIPS LUMINAIRES/DAYBRITE/CHLORIDE/FLUORESCENT/HID/EMER	95
461	742546	PHILIPS LUMINAIRES/FORECAST	75
462	783352	PHILIPS LUMINAIRES/HADCO	95
463	624563	PHILIPS LUMINAIRES/LIGHTOLIER TRACK & RECESSED LTG	80
464	784197	PHILIPS LUMINAIRES/LIGHTOLIER/RECESSED & TRACK LTG	89
465	786034	PHILIPS LUMINAIRES/STONCO	89
466	773849	PHILIPS LUMINAIRES/THOMAS	89
467	020389	PHILIPS LUMINAIRES/THOMAS LTG	88
468	718291	PHILIPS SPECIALTY LAMPS	30
469	789876	PHOENIX	45
470	735201	PHOENIX SUPPORT SYSTEMS	89
471	662427	PICOMA INDUSTRIES	50
472	695298	PLYMOUTH RUBBER EUROPA N.A. (NORTH AMERICA)	50
473	844985	POSITIVE TECHNOLOGIES, INC.	89
474	702316	POWER-STRUT DIV. ALLIED TUBE & COND	48
475	086071	PRECISION DRILL	89
476	720563	PRECISION MULTIPLE CONTROLS, INC	89
477	876630	PREMIERE RACEWAY DUCT & CABLE MANAGEMENT SUPPLY	89
478	859241	PREMIERE RACEWAY WIREHIDER & CABLE MANAGEMENT SUPPLY	95
479	785235	PRESCOLITE MFG CORP	95
480	842313	PRIORITY WIRE & CABLE	95
481	785244	PRODUCTO ELECTRIC CORP.	95
482	785247	PROGRESS LIGHTING	45
483	980040	PVC COATED CONDUIT,FITTINGS,&ACCESS	40
484	980060	PVC CONDUIT&FITTINGS,P&C DUCT&FITTS	40
485	044942	PYRAMID TIME SYSTEMS	97
486	662037	QUAZITE	94
487	795510	R. H. GREEN	95
488	019813	RAB LIGHTING	15

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Bid Line	UCC #	Manufacturers Name	Percent Offered
489	625912	RACK A TIERS	95
490	059994	RACK-A-TIERS FASTENERS ROBERTSON SCREWS	95
491	625912	RACK-A-TIERS MFG. INC.	94
492	050169	RACO INC	80
493	012800	RAYOVAC CORP	50
494	687598	RECTORSEAL CORP. CLEANERS & SEALANTS	97
495	052541	RECTORSEAL CORP. SOLDERING FLUX & SANDCLOTH	97
496	021449	RECTORSEAL CORP. SOLDERING/SEALANTS/CLEANERS/LUBRICANTS	97
497	648671	REES CONTROLS	96
498	815181	RELIANCE CONTROLS CORP.	97
499	785401	RELTON CORP	95
500	785411	REMKE INDUSTRIES INC.	96
501	813663	REVOLUTION LIGHTING TECHNOLOGIES	96
502	653378	RHINO-MATS	97
503	071687	RHODES, M.H. INC. (MARK-TIME)	94
504	639889	RITTAL CORPORATION	95
505	741660	R-K ELECTRONICS, INC.	94
506	784011	ROBROY INDUSTRIES / C.C. KORNS	30
507	843412	ROBROY INDUSTRIES/KORKAP	30
508	785928	ROBROY INDUSTRIES/STAHLIN	30
509	772555	ROYAL BUILDING PRODUCTS	94
510	089938	ROYAL BUILDING PRODUCTS SEWER DRAIN PVC DWV	96
511	045923	SATCO PRODUCTS INC.	25
512	980080	SCREWS-NUTS-BOLTS	97
513	785652	SEA GULL LIGHTING PRODUCTS, INC.	45
514	723875	SEATEK CO	20
515	781035	SELECTA ACORN FASTENERS	30
516	661191	SELECTA PRODUCTS, INC.	35
517	632909	SELECTA PRODUCTS, INC. MVC FASTENERS	89
518	081221	SELECTA PRODUCTS, INC. TOOLS	89
519	726585	SHAT-R-SHIELD	40
520	662643	SIEMENS AUTOMATION	40
521	804766	SIEMENS BREAKERS/STARTERS/CONTROLS	40
522	040892	SIEMENS DISTRIBUTION & CONTROL PRODUCTS	40
523	783643	SIEMENS ELECTRICAL DISTRIBUTION PRODUCTS	40

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Bid Line	UCC #	Manufacturers Name	Percent Offered
524	754554	SIEMENS INDUSTRIAL CONTROLS	40
525	887621	SIEMENS MOTORS/CONTROLS/CIRCUIT BREAKERS	40
526	783087	SIEMENS-FURNAS CONTROLS	40
527	990011	SILTRON EMERGENCY SYSTEMS	89
528	026991	SIMKAR CORPORATION FLUORESCENT LIGHTING	95
529	606818	SIMKAR CORPORATION FLUORESCENT/FLOODLIGHT/WALLPACK	96
530	027029	SIMKAR CORPORATION FLUORESCENT/HID/EMERGENCY/EXIT	98
531	834445	SNAKE TRAY	80
532	783472	SOLA/HEVI-DUTY ELEC	75
533	032886	SOUTHWIRE COMPANY	68
534	785310	SPAULDING LIGHTING	95
535	662706	SPC/BRADY/SORBENT PRODUCTS	98
536	035632	SPERRY INSTRUMENTS	98
537	606481	SQUARE D/SCHNEIDER-ELECTRIC CIRCUIT BREAKERS/SWITCHES/ACCY	30
538	606480	SQUARE D/SCHNEIDER-ELECTRIC IDENTIFICATION ACCESS TRACKING	30
539	606489	SQUARE D/SCHNEIDER-ELECTRIC MACHINE SAFETY SWITCHES	30
540	389119	SQUARE D/SCHNEIDER-ELECTRIC/TELEMECANIQUE SWITCHES & SENSORS	30
541	785901	SQUARE D/TELEMECANIQUE	30
542	389118	SQUARE D/TELEMECANIQUE/SCHNEIDER-ELECTRIC SAFETY & SENSORS	30
543	389110	SQUARE D/TELEMECANIQUE/SCHNEIDER-ELECTRIC SENSORS & SAFETY	30
544	733417	STANLEY ZAG	98
545	980021	STEEL BOXES	97
546	785994	STEEL ELECTRIC PRODUCTS CO. (SEPCO)	97
547	626296	STELPRO DESIGN INC.	96
548	730573	STI (SPECIFIED TECHNOLOGIES INC)	95
549	098478	STURGEON BAY METAL PRODUCTS INC.	95
550	098359	SUPERIOR ESSEX ENERGY	95
551	990005	SWAGELOK CO.	96
552	020206	SWIVELIER CO	98
553	626490	T&B/CANSTRUT	45
554	622538	T&B/COMMANDER	90
555	624871	T&B/MICROLECTRIC	90
556	772197	T&B/NUTEK	92

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Bid Line	UCC #	Manufacturers Name	Percent Offered
557	708917	T&B/RUSSELLSTOLL/AMERACE	45
558	092326	TAYMAC CORPORATION	30
559	884655	TECH LIGHTING LED	94
560	756460	TECH LIGHTING LLC	94
561	762148	TECHNICAL CONSUMER PRODUCTS INC.	94
562	024098	TECHNOLOGY RESEARCH CORP.	94
563	087115	TEDDICO/BWF	75
564	095521	TEIBER LIGHTING PRODUCTS, INC.	89
565	786210	THOMAS & BETTS	55
566	020963	THOMAS & BETTS ADAPTAFLEX	90
567	781348	THOMAS & BETTS ANCHOR	95
568	783786	THOMAS & BETTS BLACKBURN	75
569	781720	THOMAS & BETTS BOWERS	55
570	786358	THOMAS & BETTS CARLON NONMETALLIC BOXES	55
571	728494	THOMAS & BETTS CATAMOUNT	90
572	023386	THOMAS & BETTS ELECTROLINE	92
573	016947	THOMAS & BETTS HARNESSFLEX	92
574	789137	THOMAS & BETTS HAZLUX LIGHTING	92
575	011949	THOMAS & BETTS KOPEX	75
576	067396	THOMAS & BETTS MARRETTE	92
577	704508	THOMAS & BETTS OCAL	20
578	786209	THOMAS & BETTS PRODUCTS	55
579	042269	THOMAS & BETTS RED-DOT	40
580	753554	THOMAS & BETTS SHAMROCK	95
581	785991	THOMAS & BETTS STEEL CITY/KINDORF	40
582	785055	THOMAS & BETTS STEEL CITY/PERFECT-LINE	40
583	075114	THOMAS & BETTS STRUT & FITTINGS	40
584	616013	THOMAS & BETTS SUPERSTRUT	35
585	663112	TIFFIN INSULATORS CO.	95
586	751338	TOPAZ ELECTRIC CORP	55
587	786261	TORK	55
588	686334	TPI CORP	97
589	721365	TUNGSRAM USA	95
590	741149	TYCO ELECTRONICS AMP NETCONNECT	95
591	045686	TYCO ENERGY DIVISION	98

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AWARD

Electrical Materials and Supplies for San Francisco International Airport
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Bid Line	UCC #	Manufacturers Name	Percent Offered
592	786364	UNISTRUT CORPORATION	15
593	761515	UNITY MANUFACTURING METAL ENCLOSURES	95
594	053533	UNIVERSAL ENTERPRISES INC	95
595	014364	UNIVERSAL LIGHTING TECHNOLOGIES VOSSLOH-SCHWABE COMPONENTS	96
596	050732	UNIVERSAL LIGHTING TECHNOLOGIES VOSSLOH-SCHWABE LIGHTING	88
597	768386	UNIVERSAL LIGHTING TECHNOLOGIES, INC.	75
598	048777	USHIO AMERICA, INC.	70
599	042741	USI ELECTRIC	88
600	786656	VEEDER-ROOT	95
601	047242	VENTAMATIC/COOL ATTIC/MAXX AIR	94
602	697453	VENTAMATIC/NUVENT	94
603	090444	VENTURE LIGHTING INTERNATIONAL	50
604	846788	VERICOM	94
605	768533	VERILUX, INC.	94
606	786491	VERSABAR CORPORATION	97
607	010399	VICTOR SPECIALTIES	94
608	635394	VYNCKIER ENCLOSURE SYSTEMS, INC.	96
609	892060	WARD INTERNATIONAL FITTINGS	93
610	815846	WARMUP HEATING EQUIPMENT	98
611	856604	WARMUP HEATING SYSTEMS	98
612	754182	WATTSTOPPER/ON-Q	20
613	044459	WEN PRODUCTS INC	89
614	051751	WERNER CO.	94
615	092368	WESTINGHOUSE LIGHTING CORPORATION FAN BRACE PRODUCTS	97
616	024034	WESTINGHOUSE LIGHTING CORPORATION FIXTURES/FANS	50
617	030721	WESTINGHOUSE LIGHTING CORPORATION LAMPS/DECORATIVE	50
618	786692	WHEATLAND TUBE CO.	89
619	786710	WHITE-RODGERS	55
620	786725	WIEGMANN, E.M. &., INC.	66
621	298430	WIELAND AUTOMATION & ELECTRIC	89
622	439131	WIELAND COMPONENT ACCESSORIES	94
623	439130	WIELAND ELECTRO DUCT	94
624	049088	WIELAND INTERFACE TECHNOLOGY	95
625	049644	WIELAND PCB COMPONENTS	95
626	046521	WIELAND SAFETY SWITCHING	95

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Bid Line	UCC #	Manufacturers Name	Percent Offered
627	015573	WIELAND TERMINAL BLOCKS & CONNECTORS	95
628	084705	WIHA USA TOOLS	94
629	662459	WILLIAMS	89
630	605505	WIRE-LINE	90
631	786776	WIREMOLD/LEGRAND	15
632	786564	WIREMOLD/WALKER/LEGRAND	15
633	786788	WOODHEAD/AERO-MOTIVE/BRAD HARRISON/DANIEL WOODHEAD	89
634	781725	WOODHEAD/MOLEX/ELEC/INDUS/NET/PASV	89
635	822350	WOODHEAD/MOLEX/ELECTRICAL/CONNECTORS/CABLE TIES	10
636	800756	WOODHEAD/MOLEX/ELECTRICAL/CONNECTORS/TERMINALS	10
637	800754	WOODHEAD/MOLEX/ELECTRICAL/DISCONNECTS/TERMINALS	90
638	756054	WOODHEAD/MOLEX/ELECTRICAL/POWER/CONNECTORS	92
639	822348	WOODHEAD/MOLEX/ELECTRICAL/TERMINALS/CONNECTORS	92
640	800753	WOODHEAD/MOLEX/ELECTRICAL/TERMINALS/HEAT SHRINK	10
641	887191	WOODHEAD/MOLEX/ELECTRICAL/TERMINALS/PURS	96
642	800755	WOODHEAD/MOLEX/ELECTRICAL/TERMINALS/SPLICES	96
643	883906	WOODHEAD/MOLEX/NET/PASV/SFTWR/ELTRN	97
644	884982	WOODHEAD/MOLEX/PASSIVE/SOLAR/CONNECTORS	10
645	889056	WOODHEAD/MOLEX/SPECIALIZED CABLES	98
646	037841	WRAP-ON COMPANY	97
647	N/A	ACCLAIM LIGHTING	95
648	N/A	ACTIVE SAFETY	95
649	N/A	ACUITY BRANDS	50
650	N/A	ADVENT ARCHITECTURAL LIGHTING	94
651	N/A	AFX	95
652	N/A	AION	95
653	N/A	ALARM CONTROLS ELECTRONICS	94
654	N/A	ALLIED ELECTRICAL	94
655	N/A	ALPHA TECHNOLOGIES	93
656	N/A	ALTRONIX	91
657	N/A	ALUME	90
658	N/A	ALVARADO MFG	95
659	N/A	AMERICAN FIBERTEK	95

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Bid Line	UCC #	Manufacturers Name	Percent Offered
660	N/A	ANTIQUE STREET LAMPS	97
661	N/A	ARBORLIGHT	95
662	N/A	ATLAS PRODUCTS	90
663	N/A	AZZ LIGHTING	96
664	N/A	BARTCO LIGHTING	94
665	N/A	BEGA	96
666	N/A	BEGHELLI GROUP	95
667	N/A	BENNER-NAWMAN	95
668	N/A	BETA CALCO	95
669	N/A	BLACKJACK LIGHTING	96
670	N/A	BOCA FLASHER	95
671	N/A	BODINE BALLAST	50
672	N/A	BOGEN PRODUCTS	94
673	N/A	BORDEN LIGHTING	94
674	N/A	BRUCK LIGHTING	97
675	N/A	BYIBA	95
676	N/A	CABLES UNLIMITED	96
677	N/A	CELESTIAL LIGHTING	95
678	N/A	CHEMICAL SEALANTS	50
679	N/A	COOL EDGE LIGHTING	98
680	N/A	COOPER LIGHTING	94
681	N/A	CORONET LED	95
682	N/A	CRESTRON	96
683	N/A	CROUSE HINDS	50
684	N/A	CW COLE	95
685	N/A	DAC LIGHTING	95
686	N/A	DARK TO LIGHT	50
687	N/A	DELRAY LIGHTING	98
688	N/A	DELTA LIGHT	95
689	N/A	DESIGN PLAN	95
690	N/A	DW WINDSOR LIGHTING	95
691	N/A	ECHELON CONTROLS	94
692	N/A	ECLIPSE LIGHTING	89
693	N/A	ECOSENSE LIGHTING	50
694	N/A	EDGE LIGHTING	89
665	N/A	BEGA	96
666	N/A	BEGHELLI GROUP	95
667	N/A	BENNER-NAWMAN	95
668	N/A	BETA CALCO	95
669	N/A	BLACKJACK LIGHTING	96
670	N/A	BOCA FLASHER	95

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Bid Line	UCC #	Manufacturers Name	Percent Offered
671	N/A	BODINE BALLAST	50
672	N/A	BOGEN PRODUCTS	94
673	N/A	BORDEN LIGHTING	94
674	N/A	BRUCK LIGHTING	97
675	N/A	BYIBA	95
676	N/A	CABLES UNLIMITED	96
677	N/A	CELESTIAL LIGHTING	95
678	N/A	CHEMICAL SEALANTS	50
679	N/A	COOL EDGE LIGHTING	98
680	N/A	COOPER LIGHTING	94
681	N/A	CORONET LED	95
682	N/A	CRESTRON	96
683	N/A	CROUSE HINDS	50
684	N/A	CW COLE	95
685	N/A	DAC LIGHTING	95
686	N/A	DARK TO LIGHT	50
687	N/A	DELRAY LIGHTING	98
688	N/A	DELTA LIGHT	95
689	N/A	DESIGN PLAN	95
690	N/A	DW WINDSOR LIGHTING	95
691	N/A	ECHELON CONTROLS	94
692	N/A	ECLIPSE LIGHTING	89
693	N/A	ECOSENSE LIGHTING	50
694	N/A	EDGE LIGHTING	89
695	N/A	EELP LIGHTING	94
696	N/A	ELECTRIC DRYER	50
697	N/A	ELITE LIGHTING	97
698	N/A	ELLIPTIPAR	65
699	N/A	ELP LIGHTING	88
700	N/A	EMERGILITE	94
701	N/A	ENERGY FOCUS	95
702	N/A	ENERGY STAR PRODUCTS	94
703	N/A	EPOXY COMPOUND	65
704	N/A	EVENLITE	94
705	N/A	FABBIAN	96
706	N/A	FEELUX	95
707	N/A	FEISS/SEA GULL	95
708	N/A	FINELITE	65
709	N/A	FIRST LIGHT	65
710	N/A	FLIR	75

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Bid Line	UCC #	Manufacturers Name	Percent Offered
711	N/A	FLOS	95
712	N/A	FLURWERX	75
713	N/A	FOCAL LIGHTING	97
714	N/A	GENERAC POWER	95
715	N/A	GENERATORS - INVERTERS	94
716	N/A	GENESIS FIXTURES AND LAMPS	75
717	N/A	GLASHUTE LIMBURG	93
718	N/A	GREEN CREATIVE	75
719	N/A	GREEN ENVIRONMENTAL PRODUCTS	95
720	N/A	HAPCO	89
721	N/A	HEAVY DUTY TRANSFORMERS	78
722	N/A	HELUX	90
723	N/A	HEP	90
724	N/A	HERA	93
725	N/A	HEVI LITE	93
726	N/A	HOLM LIGHTING	95
727	N/A	HOLOPHANE	50
728	N/A	INTENSE LIGHJTING	95
729	N/A	ISAAC RAE	95
730	N/A	JBT TECHNOLOGIES	97
731	N/A	KAFTECH	50
732	N/A	KENALL	68
733	N/A	KETRA	95
734	N/A	KIRLIN	97
735	N/A	KW POLES	75
736	N/A	LAMAR LED	98
737	N/A	LAN POWER & FITTINGS	95
738	N/A	LATHERS/CHANNEL	95
739	N/A	LBL LIGHTING	96
740	N/A	LED INTERIOR LIGHTING PRODUCTS	96
741	N/A	LED LIGHTING FIXTURES	96
742	N/A	LED SYSTEMS	96
743	N/A	LEDTRONICS	50
744	N/A	LENEL	50
745	N/A	LEOTEK	50
746	N/A	LEUCOS	95
747	N/A	LIGHTING CONTROL AND DESIGN	95
748	N/A	LIGHTING CONTROL DEVICES	95
749	N/A	LIGHTING SYSTEMS	97
750	N/A	LIGHTNING PROTECTION PRODUCTS	97

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Bid Line	UCC #	Manufacturers Name	Percent Offered
751	N/A	LIGMAN	96
752	N/A	LINDSLEY LIGHTING	95
753	N/A	LUCA LIGHT	96
754	N/A	LUCASEY	65
755	N/A	LUCIFER	95
756	N/A	LUMENART	95
757	N/A	LUMIUM	96
758	N/A	LUMUX	95
759	N/A	LUNERA LAMPS	50
760	N/A	LYTE POLES	94
761	N/A	METEOR	50
762	N/A	MITSUBISHI PRODUCTS	50
763	N/A	MODERN FORMS	78
764	N/A	MODULAR PRODUCTS	76
765	N/A	MOLTOLUCE	69
766	N/A	MULTI FITTINGS	69
767	N/A	NAFCO INTERNATIONAL	69
768	N/A	NORIBACHI	50
769	N/A	NUVO	69
770	N/A	NYX HEMERA	69
771	N/A	ORION	50
772	N/A	PARAMOUNT INDUSTRIES	79
773	N/A	PARSEC PRODUCTS, INC.	78
774	N/A	PELCO	15
775	N/A	PERFECT POWER SYSTEMS	89
776	N/A	POWER MONITORING SYSTEM	94
777	N/A	PRIMUS LIGHTING	96
778	N/A	PVC GLUE - ADHESIVES	89
779	N/A	RENESOLA	94
780	N/A	RU2 SYSTEMS	95
781	N/A	SAFETY GEAR & DEVICES	50
782	N/A	SAMSUNG PRODUCTS	95
783	N/A	SENSOR CONTROLS-SYSTEMS	94
784	N/A	SHURE	95
785	N/A	SIGNAL TECH	96
786	N/A	SORAA	75
787	N/A	SPECTRUM LIGHTING	92
788	N/A	SPIKE	92
789	N/A	STRAPS	97
790	N/A	TEKA ILLUMINATION	98

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Bid Line	UCC #	Manufacturers Name	Percent Offered
791	N/A	TOSHIBA	75
792	N/A	TRIPP-LITE	80
793	N/A	TURNSTILE SYSTEMS	94
794	N/A	UTILITY VAULT ENCLOSURES	94
795	N/A	VAYA LED	80
796	N/A	VISIONAIRE	80
797	N/A	WAGO WIRE CONNECTORS	55
798	N/A	WAYNE TYLER	95
799	N/A	WIEGMAN	75
800	N/A	WILA	89
801	N/A	XELEUM	50
802	N/A	XTRALIGHT	75
803	N/A	ZUMTOBEL	75
804	N/A	DYSON	10
805	N/A	MAGLITE	10
806	N/A	DE WALT	10
807	N/A	LUTRON START UP AND SUPPORT	15
808	N/A	SQUARED D START UP AND ENGINEERING SERVICES	15
809	N/A	SUN MASTER	20
810	N/A	SEPCO SOLAR LED	20
811	N/A	PHOENIX LIGHTING	15
812	N/A	PHILIPS/LUMEC SOLAR LED	12
813	N/A	FLUXWERKS	12
814	N/A	GRIVEN	50
815	N/A	TLS LED	50
816	N/A	UNION METAL	12
817	N/A	VALMONT POLES	12
818	N/A	OMNI CABLE	12
819	N/A	SOLAR AREA LIGHTING	12
820	N/A	COLOR KINETICS	15
821	N/A	INTEGRO	15
822	N/A	LUMEN PULSE	10
823	N/A	AIRPORT RUNWAY & GENERAL LIGHTING	15

Supplier must provide a price list at the time of purchase for manufacturers listed on Bid lines 647 through 823

End of Award Sheets

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BID AND CONTRACT CONDITIONS

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

1. All City suppliers receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments.

2. Electronic payments are processed every business day and are safe and secure.

3. To sign up for electronic payments, visit https://sfcitypartner.sfgov.org/ .

4. The following information is required to sign up:

   a. The enroller must be their company's authorized financial representative,
   b. The company's legal name, main telephone number and all physical and remittance addresses used by the company,
   c. The company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor),
   d. The company's bank account information, including routing and account numbers.

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

Terms Related To Bidding

1. When Bids Are Due; Bid Opening Procedures. Bids must be submitted before the time set for bid opening. Bids will be opened by Purchasing at the hour and place stated in the solicitation documents and in the presence of bidders who attend, and bid prices will be read upon request as time permits. Bidders may inspect the bids after award.

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

3. Articles Furnished. Articles and services must comply with applicable laws, ordinances and other legal requirements, including (among others) the Cal-OSHA regulations in Title 8 of the Code of Regulations and, for electrical products, Sections 110.2 and 110.3 (B) of the S.F. Electrical Code. In addition, if an electrical item has not been tested by a lab approved by City's Department of Building Inspection (DBI) or Department of Public Works (DPW), Contractor shall notify the requesting department before delivery by writing the department at the "Deliver to" address on the front of the Purchase Order. When a non-tested item is delivered, the department will request approval from DPW. If the department is unable to obtain approval, City reserves the right to cancel the transaction and return the item to Contractor, at no charge to City.

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

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

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

7. FOB Point. F.O.B. destination at San Francisco International Airport receiving warehouse, which is located at 606 N. McDonnell Road, in unincorporated San Mateo County.

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

9. Bidding on Separate Items and in the Aggregate. Bidders may bid separately for any item unless otherwise provided. Bidders may make an offer on one, some or all items, unless otherwise provided.

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

11. Awards; Rejection of Bids. Purchasing may make awards on one, some or all items in a bid. Purchasing reserves the right to reject any and all bids.

12. Cash Discounts; Terms of Payment (Commodities and Equipment only). Cash discount (discount for prompt payment) will be taken into consideration in determining the low bid under the following conditions:

- Discount period must be at least 30 days. Example: "1%, 30 days. Net 31."

- The maximum cash payment discount that will be considered when determining the lowest bid will be 2%.
- The discount period will start upon date of completion or delivery of all items on any Purchase Order or other authorization certified by Controller, or upon date of receipt of properly prepared invoices covering such deliveries, whichever is later.

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- Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the City's check or the date of direct deposit into supplier's bank account.

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

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

Terms Related to the Contract

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

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

16. Hold Harmless and Indemnification. Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Contract, including but not limited to, the use of Contractor's facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Contract, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times

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BID AND CONTRACT CONDITIONS

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

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

18. Budget and Fiscal Provisions. This Contract is subject to the budget and fiscal provisions of City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Contract will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Contract will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Contract in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Contract.

19. Default; Remedies. On and after any event of default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Contract or to seek specific performance of all or any part of this Contract. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any event of default. Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Contract or any other contract between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such event of default and any liquidated damages due from Contractor pursuant to the terms of this Contract or any other contract. All remedies provided for in this Contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

20. Termination for Convenience. City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City.

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

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supplies that are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract unless the agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. The City is not required to reimburse Contractor for services, materials, equipment or supplies that are provided by Contractor which are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract and which were not approved by a written amendment to the agreement having been lawfully executed by the City. The City and its employees and officers are not authorized to offer or promise to Contractor additional funding for the contract which would exceed the maximum amount of funding provided for in the contract for Contractor's performance under the contract. Additional funding for the contract in excess of the maximum provided in the contract shall require lawful approval and certification by the Controller of the City. The City is not required to honor any offered or promised additional funding for a contact which exceeds the maximum provided in the contract which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

22. Taxes. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Contract, or the services delivered pursuant hereto, shall be the obligation of Contractor. Contractor recognizes and understands that this Contract may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Contract entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

A. Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest.

B. Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extensions, renewal, or assignment of this Contract may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest by this Contract. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

C. Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (See, e.g., Rev. & Tax Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

D. Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

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

24. Nondiscrimination; Penalties

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

B. Subcontracts. Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement. The entire San Francisco Administrative Code is available on the web at a site maintained by American Legal Publishing Corporation.

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

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

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

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against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

25. Local Business Enterprise Utilization; Liquidated Damages

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

B. Enforcement. If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or $1,000, whichever is greatest. The Director of the City's Contract Monitoring Division (CMD) or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of CMD") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of CMD will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17. By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the CMD shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City. Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of CMD or the Controller upon request.

26. MacBride Principles – Northern Ireland. Pursuant to San Francisco Administrative Code § 12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

27. Tropical Hardwood and Virgin Redwood Ban. The City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood product, virgin redwood or virgin redwood product. If this order is for wood products or a

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

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

29. Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at a site maintained by American Legal Publishing Corporation. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

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

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

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

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to discriminate against disabled persons in the provision of services, benefits or activities provided under this Contract and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Contract.

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

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

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

END OF BID AND CONTRACT CONDITIONS

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

36. Contract Term. The contract period shall be for approximately thirty-six months through to an end date of January 31, 2021

37. Contract Extension. This contract may be extended, all or in part, for a period or periods up to one year by mutual agreement in writing. The maximum contract period shall not be more than 6 years.

38. Toll-Free Telephone Number. A contractor located outside of San Francisco is encouraged to provide free telephone services for placing orders. This requirement can be met by providing a toll-free telephone number or accepting collect calls.

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

40. Not used.

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

http://sfgov.org/cmd/

Click on the "14B Local Business Enterprise Ordinance" tab.

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

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

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

a) The supplier has an agreement with the manufacturer authorizing the supplier to distribute their products.

b) The supplier is able to provide a manufacturer's warranty."

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

43. LBE bid discount; brokerage services

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

44. LBE Subcontracting

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

B. Examples of Good Faith Efforts. "Good Faith Efforts" include but are not limited to the following:

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

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

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

(4) Following up on initial notices the Contractor sent to LBEs by contacting the LBEs to determine whether they were interested in performing specific parts of the project.

(5) Providing interested LBEs with information about the scope of work.

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(6) Negotiating in good faith with the LBEs, and not unjustifiably rejecting as unsatisfactory proposals prepared by any LBEs, as determined by the City.

(7) Where applicable, advising and making efforts to assist interested LBEs in obtaining insurance required by the City and the prime contractor.

(8) Making efforts to obtain LBE participation that the City could reasonably expect would produce a level of participation sufficient to meet the City's goals and requirements.

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

(1) the products or services which the supplier in turn sells to the City, or components of those products; (see Page 1 of the bid sheet);

(2) packing containers and materials used to ship the City's order;

(3) services of the carrier who delivers the City's orders;

(4) Pro rata share of LBE spending which is part of the suppliers' general and administrative expenses, if the supplier can show that the pro rata share can be reasonably allocated to this contract.

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

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

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

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

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

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

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

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

51. Reports by Contractor

Multi-year Term Contracts

Contractor shall comply with reporting requirements as specified in the Environmental Requirements (Attachment A) in addition to those specified herein.

On a quarterly basis, the contractor shall provide reports to Office of Contract Administration/Purchasing and the Department of the Environment for the duration of this contract. Contractor shall submit cumulative reports shall be provided of each subsequent quarter with a final report provided yearly. Reports will be due and expected 15 days after each quarterly period. Deadlines for these reports are:

April 15 (for January 1 – March 31 quarter)
July 15 (for April 1 – June 30 quarter)
September 15 (for July 1 – September 31 quarter)
January 15 (for October 1 – December 31 quarter)

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Contractor shall:

- Submit the report to the City within 21 days after it is provided by the City.
- Report the City's quarterly **spreadsheet template of all products sold to the City.**
- Contractor shall provide information in the City's spreadsheet accurately. Product specifications and/or information provided on its spreadsheet shall include product information provided in vendor's online shopping platform and manufacturer website. The Contractor shall accurately fill out the following sample columns for each purchase and product recycled:
    a. Contractor
    b. Date of invoice
    c. Invoice number
    d. Purchase Order number
    e. City Department
    f. Customer First Name
    g. Customer Last Name
    h. Customer Email
    i. Customer Phone
    j. Quantity
    k. Number of units per case
    l. Mfr List Price
    m. % discount
    n. Extended (City) price (excluding tax)
    o. Product category supplied by SF Department of the Environment
    p. Manufacturer
    q. Product Number in Manufacturer Catalog (e.g., 12273)
    r. SKU or Product Number in contractor's catalog
    s. Environmental attributes, if the product meets Environmental Specifications in Attachment A. Separate columns must be provided for, at minimum:
        ii. Applicable environmental certifications or standards (for example, ENERGY STAR, Design Lights Consortium, Consortium for Energy Efficiency, NEMA Premium Efficiency, etc.)
        iii. Indication if product is prohibited per Attachment A

Contractor shall provide information in the spreadsheet accurately. Product specifications and/or information provided shall match product information in vendor's online shopping platform and manufacturer website.

The reports shall be submitted in the electronic format prescribed by the City. The required electronic Excel format may be provided by the City and will be completed by the contractor in its entirety, and returned to the City, without changing the format, at the end of each period. The Contractor must adhere to the standardized dropdown menu in the spreadsheet. The contractor shall report all items ordered by City departments and offices, whether or not they are part of this contract.

Every quarter, the contractor will send an exception report with a list of discontinued items (if any) and their comparable recommended substitutes to the contract administrator. The exception list should include quantities used by order date. Samples may be required before any item substitution is agreed. If the City

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rejects the recommended substitute, the contractor will be required to provide another substitute, until deemed acceptable.

Contractor shall email reports to:
OCAVendor.Reports@sfgov.org

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 contract number and "Quarterly Supplier Reporting" clearly marked on the envelope/packaging.

Contractor shall mail the reports to:

OCA Supplier Reporting
Re: Term Contract No. **77001**
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

And

Jessian Choy
Re: Term Contract No. 77001
San Francisco Department of the Environment
Jessian.Choy@sfgov.org

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

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

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

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

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

56. Emergency - Priority 1 Service. In case of an emergency that affects any part of the San Francisco Bay Area, Contractor will give the City and County of San Francisco Priority 1 service. Contractor will make every good faith effort in attempting to deliver products using all modes of transportation available. Contractor shall provide a 24-hour emergency telephone number of a company representative who is able to receive and process orders for immediate delivery or will call in the event of an emergency. In addition, the Contractor shall charge fair and competitive prices for items and services ordered during an emergency and not covered under the awarded contract.

57. Contractors Unable to do Business with the City.

A. Generally

Contractors that do not comply with laws set forth in San Francisco's Municipal Codes may be unable to enter into a contract with the City. Some of the laws are included in this Contract Proposal.

B. Companies Headquartered in Certain States

This Contract is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into contracts with companies headquartered in states with laws that perpetuate discrimination against LGBT populations or where any or all of the work

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on the contract will be performed in any of those states. Bidders are hereby advised that Bidders which have their United States headquarters in a state on the Covered State List, as that term is defined in Administrative Code Section 12X.3, or where any or all of the work on the contract will be performed in a state on the Covered State List may not enter into contracts with the City. A list of states on the Covered State List is available at the website of the City Administrator.

58. Term Bid – Quantities. This is a term, indefinite quantities contract. Unless otherwise specified herein, deliveries will be required in quantities and at times as ordered during the period of the contract. Estimated quantities are approximate only. City, in its sole discretion, may purchase any greater or lesser quantity. Purchasing may make minor purchases of items requested in City's advertisement for bids or contractor's bid from other suppliers when Purchasing determines, in its sole discretion, that the City has an immediate need for such items or that it is not practical to purchase against this contract.

59. First Source Hiring Program

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

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

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

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically

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disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

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

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

(6) Set the term of the requirements.

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

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

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

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

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

E. Liquidated Damages. Contractor agrees:

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

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

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

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

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

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

b. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year; therefore, liquidated damages that total $5,000 for first violations and $10,000 for subsequent violations as determined by FSHA constitute a fair,

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reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of $5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

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

60. Consideration of Criminal History in Hiring and Employment Decisions

A. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at http://sfgov.org/olse/fco. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

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

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

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

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date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

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

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

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

H. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of $50 for a second violation and $100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

61. Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of $50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

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

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

64. Not used

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

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

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

END OF GENERAL CONDITIONS

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

68. Purpose. The purpose of this contract is to provide Electrical Materials and Supplies for the San Francisco International Airport, a department of the City and County of San Francisco.

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

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

Location: **San Francisco International Airport Business Center**
575 North McDonnell Road, 3rd Floor, Aviation Conference Room
Date and Time: **Friday, December 22, 2017, at 10:00 AM**

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

Note: Please bring a copy of this contract proposal to the Pre-Bid Conference.

Bidder's questions or objections concerning this Contract Proposal must be submitted and received by email, or mail by 2:00 P.M. Friday, January 5, 2017. Bidders who fail to do so will waive all further rights to protest, based on these specifications and conditions.

Maria Sio, Senior Purchaser
E-mail: maria.sio@sfgov.org
Phone: 650-821-2845

Please reference Contract Proposal No. 77001.

The Pre-bid Conference will begin at the time specified, and company representatives are urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. Failure to attend the Pre-bid Conference shall not excuse the successful bidder from any obligations of the contract. Written Bid Addendum will execute any change or addition to the requirements contained in this Contract Proposal, as a result of the Pre-bid Conference. **It is the responsibility of the bidder to check for any Bid Addendum, and any other items posted, that will be posted on this Contract Proposal's Event page in the Supplier Portal.** The Event Number is: 0000000424.

Note that every Addendum will create a new version of the Event. Bidders should monitor the event for new versions. If there is a new version that means that something has been changed or added in the event. If addenda are issued, a signed receipt must be acknowledged by the bidder by including them as part of the bid submission to ensure that all requirements are included in the proposal. Failure to include all addenda may result in your proposal not being considered. The City will assume no responsibility for oral instructions or suggestions.
If the City issues an Addendum after Bidder has submitted their bid, but prior to the Event end date, Bidder must retract their Bid, and resubmit their bid along with the newly issued Addendum.

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Supplier Portal:

https://sfsupplierportal.sfgov.org/psp/supplier/SUPPLIER/ERP/h/?tab=DEFAULT

70. Specifications

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

A. In order to be considered responsive to this solicitation and considered for award, bidder must offer product through the Tra-Ser Full File Electrical program and a condition of the contract will be to make the Tra-Ser Full File Electrical program available to all user departments at no charge. Awardee shall maintain the Tra-Ser Full File Electrical program during the life of the Contract. Awardee shall provide any updated web based San Francisco version within 10 days of the awarded Contract, at no charge to the City's departments. The City currently signs-on through approximately twenty (20) users to Tra-Ser. There will be a maximum of twenty (20) additional sign-ons, if needed, that will required under this Contract.

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

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

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

B. Bidders must make their offers based on a flat percent discount off ALL of the Tra-Ser's third column pricing for each of the manufacturers listed in Section A and ALL of the items not on Tra-Ser in Section B, of Appendix A – Bid Addendum No. 2 - Bid Sheet, for which there may be more than one division. Failure to bid on ALL manufacturers or bid lines, except in the case of a "NO BID" response as stated in paragraph C below of section 70. Specifications, will disqualify the bidder's offer. The bidder's percentage discount must be shown on the submitted bid sheets. A blank line item or a zero (% 0) value in a line item percentage discount will be interpreted as an incomplete bid and the bidder may be deemed non-responsive. **If submitting a paper bid, bidders must include a soft electronic copy in Excel spreadsheet format on a USB Stick, as well as one (1) printed hard copy. If there is any inconsistency in the percent off discount submitted, the hard copies will prevail for the evaluation of offers.**

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C. A bidder may offer a "NO BID" on a listed manufacturer ONLY when the bidder can substantiate that the manufacturer will not sell, under any circumstances, directly or through a distributor to anyone in the City and County of San Francisco or the state of California. To substantiate a "NO BID" the bidder must provide

D. documentation from the manufacturer on that manufacturer's official letter head stating manufacturer's refusal/inability to sell, under any circumstances, directly or through a distributor to anyone in the City and County of San Francisco or the state of California. Failure to provide the required documentation shall result in a determination of non- responsiveness and the bidder's offer will not be considered for award. The City reserves the right to verify all "NO BIDS" and also reserves the right to remove that manufacturer from the evaluation of offers.

71. Bidder/Contractor's Qualifications and Requirements

A. Minimum Qualifications and Requirements

All bids shall include the items listed in the "Items to be Submitted with Bid" column below. The City may seek supplemental clarifying documentation relating to the satisfaction of the Minimum Qualifications (MQs) if the City deems such information necessary to determine whether a bidder meets the Minimum Qualifications of this contract proposal. The City reserves the right to make a determination without further clarification of bids received. In the event that the bidder receives written notification from the City that supplemental information is required, such documentation must be received within the time period requested.

Clarification requests by the City will not relieve the bidder from meeting the Minimum Qualifications. Bidders who do not demonstrate that they meet the Minimum Qualifications, or do not respond to and/or satisfactorily clarify that they meet Minimum Qualifications within the designated time, will be deemed non-responsive.

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Item #	Requirement	Items to be Submitted with Bid
MQ1	Three (3) verifiable references must be provided. In order to receive consideration, Bidder must have sufficient knowledge and a minimum of three (3) years of experience in supplying products covered by the contract.	References, page 5 of Required Information of All Bidders
MQ2	Contractor must have a storage warehouse, distribution facility, parking area and will-call counter for Department pick-ups located within 30 miles of the nearest boundary of SFO. Please see **71b. Special Condition 71b. Additional Bidder's Qualifications and Requirements, E.**	Provide, on company letterhead, addresses of warehouses/stocking facilities and a statement confirming which warehouses/stocking facilities have parking lots and "will call" counters.
MQ3	Must offer all manufacturers and items through the Trade Service (Tra-Ser) Full File Electrical program and make Tra-Ser Full File Electrical program available to all end user department at no charge.	Provide letter from Tra-Ser, on Trade Service letterhead, that Bidder is already using the Tra-Ser program or is approved to use the Tra-Ser program in the event of award of this contract.
MQ4	Must be able to deliver, on a regular basis, to end user department located at San Francisco Airport, within 24 hours when requested.	Provide, on company letterhead, a description of transportation/delivery methods used (internal fleet, 3rd party transportation provider or other) and the range of transport able to be covered within 24-hour notice.
MQ5	If offering a "NO BID" on a listed manufacturer, documentation must be provided.	Provide documentation on manufacturer's official letterhead stating their refusal/inability to sell, under any circumstances, directly or through a distributor to anyone in the City and County of San Francisco or in the state of California.
MQ6	Required Bid Sheet submissions for paper bids.	Bidders must include a soft electronic copy of their Bid Sheets in Excel spreadsheet format on a USB Stick, as well as one (1) printed hard copy.

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B. Additional Bidder's Qualifications and Requirements.

A. Contractor shall have and maintain, throughout the contract term, and any extension thereof, stocking levels of 5% on all products and articles required by the SFIA. Failure to maintain adequate stock may result in the Purchaser invoking the Contractor's Default clause (General Condition No. 48) of the contract.

B. Bidder must be a "full line" distributor and maintain that posture, throughout the contract term and any extension thereof. A "full line" distributor is one that represents a significant number of manufacturers with a wide range of electrical parts and supplies. A "full line" distributor is one that will maintain sufficient diversity of product and stocking levels of 5% on all electrical materials required under this contract to ensure availability of product and good service to end user department. Failure to maintain adequate stock may result in the Purchaser invoking the Contractor's Default clause (General Condition No. 48) of the contract.

C. Bidder must make available upon request of any end user department, Tra-Ser Full File Electrical Software at no charge within 30 days of the request. Software to a new end user department must include an adequate number of user manuals and tutorials to assure the smooth installation of the software.

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

E. Contractor shall have a storage warehouse, distribution facility, parking area and will-call counter (for Airport Electrical Shop pick-ups) located within 30 miles of the nearest boundary of the San Francisco International Airport.

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

G. Contractor shall maintain stock as specified in other sections of this contract and adequate facilities to allow for immediate pick-up of "will-call" orders placed by SFIA.

H. Contractor's warehouse facility shall comply with Title III of the Americans with Disabilities Act Regulations (including Title 3 Accessibility Guidelines), and Title 24, State of California Building Code (California Accessibility Regulations) regarding handicapped persons' accessibility.

I. The City may require Contractor to provide within seven (7) working business days from the date they are requested to do so, information and documentation requested by Purchaser, including but not limited to: sources of supply, distribution, dealership or agency agreements and authorizations from manufacturer(s) they claim to represent,

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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 the Contractor's fitness to supply the contract requirements.

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

K. The City reserves the right to inspect Contractor's place of business, including Contractor's existing stock prior to award or during the contract term, to aid Purchaser in determining Contractor's ability to satisfy the terms and conditions of the contract.

L. Contractor must maintain normal business hours of at least 7:00 A.M. to 5:00 P.M., Monday through Friday throughout the term of the contract, and be open at all times during that period.

M. Contractor must be capable of producing usage reports required under General Condition No. 51 of this contract.

72. City Department's Responsibilities

A. Maintain adequate stock of most commonly used items to minimize emergency orders whenever possible and as applicable to the department's operations.

B. Monitor and document Contractor's performance and furnish Purchaser copies of records, correspondence and all other documentation relevant to Contractor' performance.

C. Inspect material received from Contractor immediately upon delivery and reject or return damaged or incorrect material for replacement at no extra charge or credit.

D. Establish quality control measures, as applicable to department's operations, and provide documented reports to Purchaser and Contractor of any product defects or premature failures.

E. Provide Purchasing with documentation of unsatisfactory performance of the Contractor and receive authorization from Purchasing to place orders with another Contractor.

73. Delivery

Contractor must comply with the following delivery requirements. Failure to comply with any or all requirements may result in Purchasing invoking General Condition 48, Contractor's Default Clause. Bidder/Contractor must offer product on a no minimum order basis and may not assess any small order surcharges. All shipments of in stock/standard items deemed "PRIORITY" by the end user department shall be delivered within one (1) working day of a properly tendered order. All shipments of in stock/standard items NOT deemed "PRIORITY" by the end user department shall be delivered within three (3) working days, unless otherwise approved by the ordering end user department. Non – standard/non-stock

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items shall be delivered within 14 calendar days of a properly tendered order unless otherwise approved by the ordering department.

All shipments shall be made F.O.B. destination and will include all packaging and handling charges. All returns shall be made at the vendor's expense. There shall be no restocking charges or payments for items ordered from this contract.

A. Bidder/Contractor must offer product on a no-minimum order basis and may not assess any small order surcharges.

1. All shipments of in-stock/standard items deemed "PRIORITY" by the end user department shall be delivered within one (1) working day of a properly tendered order.

2. All shipments of in-stock/standard items NOT deemed "PRIORITY" by the end user department shall be delivered within three (3) working days of a properly tendered order, unless otherwise approved by the ordering end user department.

3. Shipments of non-stock/non-standard items shall be delivered within 14 calendar days of a properly tendered order unless otherwise approved by the ordering department.

B. Deliveries shall include all associated delivery/freight charges, F.O.B point of destination.

C. 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.

D. 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 2:00 P.M.

E. Establish quality control measures, as applicable to department's operations, and provide documented reports to Purchaser and Contractor of any product defects or premature failures.

F. No substitutions will be allowed.

G. Emergency deliveries shall be delivered by best means possible, at no additional cost to the City. Contractor shall notify the department of the estimated time of delivery.

H. Contractor shall notify the ordering department immediately if 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 the City.

I. All deliveries must include a packing slip and must provide the following information:

- Complete description including manufacturer's name and part number
- Quantity ordered

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- Contract number and contract item numbers
- Back-ordered items and amount back-ordered
- Date back-ordered items will be delivered

J. In the event that back-ordered items are delayed in excess of five (5) working days, the City reserves the right to reject partial shipment or cancel the item(s) ordered form the Contract, at no additional cost incurred to the City.

74. Price. Bid price discounts are to be firm for the term of the contract and any extensions of this Contract. Only the offered discounts that appear on City Contract Proposal Bid Sheets will be considered. No other pages with prices or attached price lists and/or catalog prices will be considered. The bidder is required to send in an electronic copy of the bid sheets on a USB Stick. If there is a discrepancy between the paper copy and the electronic copy, the paper copy will prevail. The resulting prices after application of the discounts will be inclusive of all costs to the City, including delivery/freight charges, F.O.B. point of destination. Bid prices shall be exclusive of any Federal, State, local sales or use tax.

75. Price Adjustment. Not used.

76. Bid Evaluation.

Bids will be evaluated in the aggregate by calculating the highest overall percentage discount off of TRA-SER FULL FILE ELECTRICAL program's third column pricing in Section A and Items not on TRA-SER in section B, as listed in **Appendix A - Bid Addendum No. 2 – Bid Sheets,** plus any applicable LBE preference (see General Conditions 41 through 44). Specialty Manufacturers in Section C will not be part of the evaluation, but will be part of the contract.

Example: (Using three fictitious items for illustration purposes)

Item No.	**Mfg./Commodity**	**Percentage of TRA-SER Full File Electrical Program 3rd Column Pricing**	**Average overall Discount Percentage Offered (Items 1 – 3)**
1	ABC Electrical Co.	43% (.43)	
2	LED Track Lighting	72% (.72)	
3	Conduit & Cable Fittings	55% (.55)	
Bidder's highest discount offered:		(43+72+55 = 170)	57%

The LBE preference, if applicable for this bid, will be evaluated by adding the factor 1.1% to the bidder's highest average percent off discount.

Example: A bid of 55% will be evaluated at 60.5%, one at 40% will be evaluated at 44%
The San Francisco tax preference, for business within the City of San Francisco, if applicable for this bid, will be evaluated by adding the factor 1.01% to the bidder's highest average percent off discount.

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Example: A bid of 55% will be evaluated at 55.55%, one at 40% will be evaluated at 40.4%

Award will be made in the aggregate to the responsive and responsible bidder as follows: The City shall use as an evaluation the average of all 803 manufacturers/commodities' discounts to determine the lowest bidder for the purpose of award. All of the manufacturers/commodities' discounts will be added together then divided by the number of manufacturers/commodities bid.

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

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

78. Award.

A. To ensure continuous and reliable sources of supply for Electrical Materials, Supplies and Fixtures, the City has determined that it will award to a primary and secondary vendor on this Contract Proposal #77001 **for all items**. The Secondary contractor's responsibility is to deliver only when the Primary contractor cannot deliver as requested by the department and in accordance with the provisions of the contract.

The Purchaser reserves the right to make "No Award" and delete from consideration for award any item listed in the bid sheets of this Contract proposal.

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

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

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

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

81. Payment. The City agrees to pay for all products in accordance with the prices quoted in the successful bid and subject to any applicable discount provisions contained in said bid. Payments shall be made by the City to Contractor in arrears, for **completed orders**, throughout the term of the contract. Invoices submitted by the Contractor must be in a form acceptable to Purchasing and Controller. All amounts paid by the City to the Contractor shall be subject to the audit by the City. **Invoices should include but not limited to: date of transaction, manufacturer's name and UCC number, Tra-Ser's third-column pricing, awarded discount offered, and the net prices to the user department.**

82. Additional Items. If, in the satisfaction of governmental interests it is necessary to purchase additional items from Contractor, additional items may be added to this contract by mutual agreement of the parties. The aggregated cost of all additional items added to the contract, during the contract term, shall not exceed twenty percent (20%) of the total estimated value (cost) of the original contract. All requests to add additional items to the contract must be submitted by City Departments in writing to the Purchasing Division. All requests must include complete specifications, estimated quantities for the remainder of the contract period and a price quotation provided by the contractor, for each service. All additional items or services added to the contract shall be approved through issuance of a contract modification. In the event the aggregated cost of the contract increases by more than 20% of the total estimated value of the original contract, or the increase totals more than $100,000, the amount over 20% or $100,000, shall be bid in accordance with Standard Purchasing Procedures. The resulting bid award shall be added to the contract through a contract modification (same Contractor) or the issuance of a new contract (new Contractor) and include Contractor's name and information, complete service description, delivery information and pricing information.

83. Environment Code Chapter 5, Resource Conservation Ordinance. Not used.

84. Bid Security. Not used.

85. Performance Bond. Not used.

86. Fidelity Bond. Not used.

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

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

(1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness; and

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(2) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence, $2,000,000 aggregate for bodily injury, property damage, contractual liability, personal injury, products and completed operations.

(3) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

B. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

C. Contractor shall provide thirty (30) days' advance written notice to the 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:

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

D. Contractor hereby agrees to waive Workers' Compensation subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

E. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

F. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

G. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by

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this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

H. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

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

J. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insured.

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

89. Sweatfree Procurement. Not used.

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

91. Questions. Any questions, objections, or clarifications concerning the requirements in this bid **proposal must be submitted, in writing, and emailed to Maria.Sio@sfgov.org and received no later than Friday, January 5, 2017 by 2:00 P.M. PST** (Pacific Standard Time). **Bidders who fail to do so will waive all further rights to protest, based on these specifications and conditions.** All Bidder questions concerning the bid process shall be submitted no later than 24 hours prior to the bid deadline.

92. Bid Submittal Instructions. Bids **must** be submitted to Central Purchasing, City Hall, Room 430, indicated on Page 1 of the Contract Proposal, before the due date and time, or electronically uploaded, again before the due date and time, into the City's PeopleSoft bidding portal: https://sfsupplierportal.sfgov.org/psp/supplier/SUPPLIER/ERP/h/?tab=DEFAULT . Bids transmitted by fax or any type of electronic mail will not be accepted. Postmarks will not be considered in judging the timeliness of submissions.

This bid opportunity has Event ID No. 0000000424 - OCA TC 77001, Electrical Materials and Supplies for San Francisco International Airport

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CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF CONTRACT ADMINISTRATION
PURCHASING DIVISION

77001

AWARD

Electrical Materials and Supplies for San Francisco International Airport
For the Term May 1, 2018 through April 30, 2021

SPECIAL CONDITIONS

A. Upload all required Bid documents via the Supplier Portal or as a complete, sealed bid package to City Hall, Room 430 via mail/hand-delivery with the envelope clearly marked with the bid number and due date (lower left corner):

I. Page 1 of the Contract Proposal completed and signed.
II. Response to Contract Proposal General Condition 39 "Cooperative Agreement."
III. Response to Contract Proposal General Condition 57 "Contractors Unable to do Business with the City."
IV. "Bid Sheets" **Attachment must be kept in excel format. USB stick must be submitted with paper bids.**
V. All questionnaires and forms, completed and signed, including signed bid addenda, if applicable.
VI. Three (3) verifiable references
VII. Documents confirming location of warehouses/will-call counters/distribution facility
VIII. Letter from Tra-Ser that Bidder is an approved user of the program.
IX. Letter confirming a description of transportation and delivery methods used.
X. Documents on manufacturer's letterhead confirming Bidder cannot bid on a listed manufacturer, if applicable, see section 70. C.

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

FOR MORE INFORMATION, call or email:

Maria Sio, Senior Purchaser
(650) 821-2845
Maria.Sio@sfgov.org

END OF SPECIAL CONDITIONS

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CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF CONTRACT ADMINISTRATION
PURCHASING DIVISION

77001

AWARD
Attachment A – Environmental Specifications
Electrical Materials and Supplies for San Francisco International Airport
For the Term May 1, 2018 through April 30, 2021

A. Mandates For Environmental Purchasing Specifications:

1. Adherence to Reference Standards and Specifications

Specifications and standards in effect on the opening of this Bid will form a part of this contract, where referenced. The City requires all vendors to comply with all applicable and current environmental, health and safety, energy efficiency and other performance standards throughout the life of this contract that have been adopted by Federal, State of California and City and County of San Francisco governing bodies. This includes, but is not limited to, all applicable standards adopted by the American National Standards Institute (ANSI), Illumination Engineering Society of North America (IES), Underwriters Laboratories (UL), National Fire Protection Association (NFPA), US Department of Energy (DOE), US Department of Transportation (DOT), US Environmental Protection Agency (EPA), (including the ENERGY STAR program), the California Department of Toxic Substances Control (DTSC), and National Electrical Manufacturers Association (NEMA). All performance specifications shall be measured in accordance with these standards.

Recognizing its role as a major purchaser of goods and services, the City and County of San Francisco (CCSF) seeks to enhance markets for environmentally preferable products and services. The City's Environmentally Preferable Purchasing (EPP) Program promotes the purchase of products and services that meet our environmental, health, cost, and performance criteria by incorporating relevant specifications into contracts. The specifications for this contract are derived largely from the City's environmental ordinances and other policies. Bidders shall agree to comply fully with the provisions of the San Francisco Environment Code (www.amlegal.com/library/ca/sfrancisco.shtml) including, but not limited to the following:

Chapter 1: Precautionary Principle Policy, which provides that "The community has a right to know complete and accurate information on potential human health and environmental impacts associated with the selection of products, services, operations or plans. The burden to supply this information lies with the proponent, not with the general public."

Chapter 2: Environmentally Preferable Purchasing (EPP) Ordinance (also known as the Precautionary Purchasing Ordinance (PPO): The Ordinance and its regulations **restrict CCSF staff purchases** to products that meet mandatory environmental specifications for a variety of product categories, including lamps and ballasts. Consequently, in categories for which specifications have been established, products that do not meet the environmental or health requirements are considered **PROHIBITED**. Up to date requirements are listed on sfapproved.org.

Regulation No. SFE13-03-GB: Implementing Green Building Requirements for City Buildings Ordinance, This regulation requires that "Commodities and cleaning products purchased for use in City-Owned Facilities and Leaseholds shall be selected from the SF Approved list," found at sfapproved.org.

B. Minimum Environmental Requirements For Responsive Bidders

Bidders shall describe and confirm all of the following requirements in their bid:

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1. As required under Special Condition No. 70 of this contract, Contractor shall maintain and provide access to the Tra-Ser Full File Electrical Program and provide an accurate list of all products names and numbers with their product category that meet the City's environmental specifications (sections B, 2-9) to SF Department of the Environment (SFE). SFE, in collaboration with the Contractor, will then ask Tra-Ser to only display to City the Contractor's Custom Pricing for allowed products.
2. Contractor shall **not offer Prohibited Products for sale** on or off contract to City purchasers, or to contractors making purchases in fulfillment of City department contracts.
3. Contractor shall complete the City's quarterly **spreadsheet template of all products available on the contract** within 21 days after it is provided by the City. Contractor shall provide information in the spreadsheet accurately. Product specifications and/or information provided on its spreadsheet shall include product information provided in contractor's online shopping platform and manufacturer website, and shall not include Prohibited Products.

The City's spreadsheet template may include, but is not limited, to the following example categories.

a. Product category supplied by SF Department of the Environment
b. Contract ID / Term Contract No.
c. Contractor's No.
d. Contractor Name
e. Contractor catalog ID No.
f. Manufacturer
g. Unit Price (without tax)
h. Unit of Measure
i. Flag if product category is one of those listed in Section D
j. Environmental attributes including third-party ecolabels (e.g., ENERGY STAR, Design Lights
    i. Consortium, NEMA Premium Efficiency, EU Restriction of Hazardous Substances (RoHS), etc.)
k. Date new product was added to the contract
l. Basic lighting info
    i. Lighting Ordering Code (e.g., EL23/R25/SW)
    ii. Product Number in Manufacturer Catalog (e.g., 12273)
    iii. Name of Lighting Line
    iv. Link to product webpage in Contractor's online shopping platform or manufacturer website
m. **For lamps**, Contractor shall also provide:
    i. Shape
    ii. Bulb Type
    iii. Base Type
    iv. Watts
    v. MOL or Nominal Length (In.)
    vi. Average Rated Life (3 hour cycles)
    vii. Lumens: Initial
    viii. Lumens: Mean
    ix. Color Temp
    x. Color Rendering Index
    xi. Dimmable

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xii. Milligrams of mercury (for fluorescent and HID lamps only)

n. **For ballasts**, Contractor shall also provide:
   i. Application
   ii. Starting MethodBallast Factor
   iii. Lamp Wiring (Series, Parallel, Etc.)
   iv. Wiring Method
   v. Primary Lamp Type
   vi. Number of Lamps
   vii. Input Voltage

3. If the Contractor's **environmentally preferable** ("**green") product claims** do not match those on the manufacturer's or ecolabel (e.g., Energy Star) websites and the Contractor is unable to provide verification of the product's green claims, Contractor shall do the following within 30 days:
   1. Replace the product with a verified green product, if available, at no cost to the City.
   2. Correct inaccurate claims in its online shopping platform.
4. In the event that CCSF requires the Contractor to create a **punchout catalog** for its PeopleSoft e-procurement system, the Contractor must do so within 60 days. If applicable, the Contractor's punchout catalog shall have the same capabilities and list the same products as the online shopping platform described below. The punchout catalog shall enable CCSF customers to take these steps in this order:
   1. Click from within the City's PeopleSoft e-procurement system to the Contractor's online shopping platform.
   2. Browse the punchout catalog and add items to the shopping cart while both the City's PeopleSoft system and Contractor's online shopping platform maintain their connections. No orders are sent to the Contractor when the customer checks out from the punchout catalog.
   3. Have their shopping cart be brought back to PeopleSoft where the customer may add items to the requisition, cancel or edit the requisition, or submit the requisition.
   4. Submit the order from the City's PeopleSoft e-procurement system to the Contractor by adding and approving line items to a purchase order.

C. Preferred Environmental Criteria For Bidders

1. If the Contractor has an **online shopping platform** for CCSF clients, the online shopping platform should be capable of **blocking the display and sale** of any products or product categories deemed PROHIBITED by SFE pursuant to Attachment A. If applicable, Contractor shall block all categories of products that SFE flags as prohibited without requiring the City to identify and/or itemize individual items that fall within a given prohibited category. If applicable, Contractor shall block these products from view and from sale via the CCSF clients' platform within 21 days of the date the contract is awarded.

2. Over the life of the contract, Contractor shall, within 21 days of receiving a request from SFE or OCA, **block all additional** products and product categories SFE or OCA staff deem PROHIBITED. In the case of blocked product categories (e.g., all incandescent light bulbs), Contractor will block the category without requiring the City to identify and/or itemize individual product numbers.

3. Additional preferred capabilities include the following:
   i. If a product is prohibited due to the City's environmental or health concerns, the system shall direct users to green products that comply with the contract environmental specifications in Attachment A.

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ii. **Display** green products (as described in environmental specifications in Attachment A) before other products on static pages and in search results.
iii. States if green products have any environmental or performance attributes including, such as third-party **ecolabels** (e.g., ENERGY STAR, Design Lights Consortium (CEE), RoHS-compliant) or meet other standards (e.g., on Consortium for Energy Efficiency Qualifying Product List; Minimum Efficacy, CRI, Rated Life, Maximum Mercury Content, etc.

B. Lamps and Ballasts Exclusion
Lamps and ballasts are prohibited/excluded from being offered or sold on this contract. Lamps and ballasts MUST be purchased on the appropriate citywide Lamps and Ballasts Contract, which includes standards for energy efficiency, rated life, and toxicity.

C. Prohibited Luminaires and Fixtures
The following types of luminaires and fixtures are prohibited from this contract and may not be offered or sold to City Departments due to concerns that the lamps and/or ballasts they contain (or are designed to contain) are relatively inefficient, short-lived and/or high in mercury or lead content:

1. Luminaires or fixtures that contain (or are designed) for INCANDESCENT or HALOGEN lamps, except if they are needed for emergency lighting.

2. Luminaires or fixtures that contain (or are designed to contain) MAGNETIC fluorescent ballasts or either T12, T10 or circular T9 fluorescent lamps.

3. Luminaires or fixtures that contain (or are designed to contain) any type of PREHEAT fluorescent ballasts or lamps.

4. Luminaires or fixtures that contain (or are designed to contain) MAGNETIC compact fluorescent ballasts or 2-pin compact fluorescent lamps.

5. Luminaires or fixtures that contain (or are designed to contain) MERCURY VAPOR lamps or ballasts.

6. Luminaires or fixtures that contain (or are designed to contain) MAGNETIC PROBE START metal halide ballasts or lamps, except if the lamps are >400 watts.

7. Luminaires or fixtures that contain (or are designed to contain) MAGNETIC high-intensity discharge (HID) ballasts, except when the lamps they are designed to power HID lamps that are >150 watts.

8. Luminaires or fixtures that contain (or are designed to contain) LOW-PRESSURE SODIUM ballasts or lamps.

9. Outdoor luminaires or fixtures that are not fully shielded to ensure that they do not contribute to light pollution.

10. LED luminaires or fixtures that are not ENERGY STAR-certified OR on the Design Lights Consortium (DLC) List of Qualified Products.

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A list of ENERGY STAR-certified lighting fixtures can be accessed at https://www.energystar.gov/products/lighting_fans.

A list of DLC-Qualified LED lighting products can be accessed at https://www.designlights.org/search/

D. Additional Requirements for Luminaires and Fixtures

1. All luminaires or fixtures that contain fluorescent lamps must have lamps with a Color Rendering Index (CRI) of 80 or higher.

2. All flash lights, portable desk lamp fixtures, night lights, head lamps, and shelf-mounted display and task lighting fixtures must use LEDs as their only lighting source.

3. Luminaires that contain ballasts designed to power 32-watt 4-foot T8s must include only ballasts that are on the NEMA Premium Efficiency ballasts list, which can be accessed at https://www.nema.org/Policy/Energy/Efficiency/Documents/nema_premium_electronic_ballast_program.pdf.
   Acceptable brands of these extra-efficient ballasts include, but are not limited to, Accuity Accupro, GE UltraMax and UltraStart, Osram Sylvania Quicktronic High Efficiency (QHE), Philips/Advance Optanium, etc. Fixtures and luminaires (for 4-foot T8s) that contain generic electronic ballasts may not be offered or sold on this contract.

4. All luminaires and fixtures offered and sold on this contract must meet all applicable UL and ANSI safety standards, including UL 1598 (for luminaires).

5. All exit signs (except self-luminescent models) offered or sold on this contract must be lit with light-emitting diodes (LEDs) or light-emitting capacitors. All models must consume no more than 5 watts and have at least a 3-year warranty. All exit signs must also be UL 924-certified and meet NFPA 101, NEC and OSHA Illumination standards.

E. ENERGY STAR Requirements

All products in the following categories offered or sold on this contract must be ENERGY STAR-certified:

6. Air purifiers
7. Appliances
8. Ceiling and ventilation fans
9. HVAC equipment (e.g., Air conditioners, Boilers, Furnaces, Heat pumps, etc.)
10. Pool Pumps
11. Uninterruptible Power Supplies
12. Water coolers

A list of ENERGY STAR-certified products can be accessed at www.energystar.gov.

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F. Lead-Free Solder Requirement
All solder offered or sold on this contract must be lead-free.

G. Mercury Restrictions
No thermostats or button-cell batteries containing mercury may be offered or sold on this contract.

H. Rechargeable Battery Requirements
If the bidder offers standard batteries on this contract, it shall also offer rechargeable AA, AAA, and D cell batteries that use nickel metal-hydride (NiMH) chemistry, are rechargeable and are low-self discharge (i.e., able to retain at least 80% of its capacity after 1 year of storage or 75% after 3 years of storage). It must also offer at least one Smart Battery Charger that charges 4-AA or AAA NiMH batteries; one Smart Battery Charger that charges 8 to 12 AA or AAA rechargeable batteries as well as C, D and 9V NiMH batteries; and one Battery Charger with Card Cord (that charges 2 or 4 AA or AAA batteries). In addition:

- All AA NiMH rechargeable batteries offered or sold on this contract (including batteries that are included in charger kits) must have a power rating of at least 2000 mAh;
- All AAA NiMH rechargeable batteries offered or sold on this contract (including batteries that are included in charger kits) must have a power rating of at least 800 mAh; and
- All D-cell NiMH rechargeable batteries offered or sold on this contract (including batteries that are included in charger kits) must have a power rating of at least
  A list of recommended rechargeable battery products can be accessed at http://www.sfapproved.org/sites/default/files/files/general-files/sfa_rpn_charging_ahead_july2016.pdf.
- Vendors are not allowed to sell: household-type (AA, AAA, C, D, and 9 volt) rechargeable Nickel-Cadmium (Ni-Cad) batteries due to higher toxicity.

I. Battery and Thermostat Recycling
Vendors on this contract shall offer to collect and recycle rechargeable batteries free of charge through the http://www.call2recycle.org or an equivalent program as approved by the Director of the San Francisco Department of the Environment. Bidders shall describe any programs they offer to collect and recycle rechargeable batteries free-of-charge. Bidders shall also describe any programs they offer to collect and recycle other types of batteries, including the cost for this service.

Vendors on this contract shall offer to collect and recycle mercury-containing thermostats free of charge through the Thermostat Recycling Corporation's recycling program https://www.thermostat-recycle.org) or an equivalent program approved by the Director of the San Francisco Department of the Environment. Bidders shall describe any programs they offer to collect and recycle mercury-containing thermostats free of charge.

Bidders shall also describe any programs they offer to collect and recycle other types of batteries, including the cost for this service.

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J. RoHS-Compliant Electrical Equipment
Vendors are strongly encouraged to clearly label and offer electric equipment that is compliant with the European Union's Restriction of Hazardous Substances (RoHS) Directive.

K. Energy Efficient Motors
All motors offered and sold on this contract shall be either on the NEMA Premium Efficiency List, which can be accessed at https://www.nema.org/Policy/Energy/Efficiency/Documents/Nema_Premium_Partners.pdf or be a variable speed motor.

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

Contract Modification 1

Electrical Materials and Supplies for San Francisco International Airport

Maltby Electric Supply
Mr. Armand Pantaleon
336 7th Street
San Francisco, CA 94103
Supplier e-mail: apantaleon@malbyelectric.com

Date: March 9, 2021
Buyer Name: Maria Sio
Term contract: 77001
Contract ID: 1000010014
Supplier ID: 0000015861
Type: Indefinite Quantity
Not-to-exceed amount: **$8,500,000**

The history of this contract and its modifications is as follows:

Modification	Start date	End date	Amount
Original contract	5/1/2018	4/30/2021	$8,500,000
1	No change	4/30/2023	$8,500,000

This modification No. 1 changes the contract as follows:

Extends the contract by two (2) years
Updates Attachment A – Environmental Specifications
Adds additional items

All other terms and conditions remain the same.

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CITY

Recommended by:

DocuSigned by:
777CBF8FC28B42D...

Galen Leung
Supervising Purchaser
Office of Contract Administration

Approved:

DocuSigned by:
9AEA44694D514E7...

Sailaja Kurella
Acting Director of the Office of Contract Administration, and Purchaser

Maltby Electric Supply

DocuSigned by:
C14A6B6559E14E6...

Mr. Armand Pantaleon
Authorized Representative
336 7th Street
San Francisco, CA 94103

City Supplier Number: 0000015861

Additional Items, discount is effective on March 1, 2021

Bid Line	Manufacturer	Percent offered
824	Hali Brite Airfield Equipment and Lighting	5%
825	High Perfection LED Drivers	5%
826	Simplex Fire Alarms	5%
827	Tegan Lighting	5%

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A. **Mandates For Environmental Purchasing Specifications:**

1. **Adherence to Reference Standards and Specifications**
Specifications and standards in effect on the opening of this Bid will form a part of this contract, where referenced. The City requires all vendors to comply with all applicable and current environmental, health and safety, energy efficiency and other performance standards throughout the life of this contract that have been adopted by Federal, State of California, and City and County of San Francisco governing bodies. This includes, but is not limited to, all applicable standards adopted by the American National Standards Institute (ANSI), Illumination Engineering Society of North America (IES), Underwriters Laboratories (UL), National Fire Protection Association (NFPA), US Department of Energy (DOE), US Department of Transportation (DOT), US Environmental Protection Agency (EPA), (including the ENERGY STAR program), California Department of Toxic Substances Control (DTSC, including the California Lighting Efficiency and Toxics Reduction Act, which states that all "general purpose lights" manufactured or offered for sale in the state of California shall meet the requirements of the RoHS Directive as amended), California Energy Commission (CEC, including Title 20 Appliance Efficiency Regulations and Title 24 Building Energy Efficiency Regulations), and National Electrical Manufacturers Association (e.g., NEMA Premium Efficiency and Energy Aware). All performance specifications shall be measured in accordance with these standards.

Recognizing its role as a major purchaser of goods and services, the City and County of San Francisco (CCSF) seeks to enhance markets for environmentally preferable products and services. The City's Environmentally Preferable Purchasing (EPP) Program promotes the purchase of products and services that meet our environmental, health, cost, and performance criteria by incorporating relevant specifications into contracts. The specifications for this contract are derived largely from the City's environmental ordinances and other policies. Bidders shall agree to comply fully with the provisions of the San Francisco Environment Code (https://sfenvironment.org/policy/environment-code) including, but not limited to the following:

- **Chapter 1: Precautionary Principle Policy Statement,** which provides that "The community has a right to know complete and accurate information on potential human health and environmental impacts associated with the selection of products, services, operations or plans. The burden to supply this information lies with the proponent, not with the general public."

- **Chapter 2: Environmentally Preferable Purchasing (EPP) Ordinance:** https://codelibrary.amlegal.com/codes/san_francisco/latest/sf_environment/0-0-0-44. The Ordinance and its regulations **restrict CCSF staff purchases** to products that meet mandatory environmental and health specifications for a variety of product categories, including appliances, lighting equipment and batteries, which are offered on this contract. Consequently, in categories for which specifications have been established, products that do not meet the environmental or health requirements are considered **PROHIBITED**. Vendors may not offer PROHIBITED products and contract users may

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not purchase them. Up-to-date environmental and health specifications are listed on sfapproved.org.

- **Regulation** #SFE-20-06-PPO: Approved Alternative Products for Lighting Equipment states:

  Lighting Equipment, including lamps, luminaires, fixtures, retrofit kits, drivers, and ballasts, must comply with the following requirements. City Departments must purchase Light-emitting Diode (LED) lighting equipment whenever possible and practical, and all LED lighting equipment must be UL or ETL listed… In addition, City Departments are strongly encouraged to purchase lighting equipment that is labeled RoHS-compliant, which means it complies with the European Union's Restriction of Hazardous Substances Directive.

  This regulation further states:

  Luminaires must be LED-based whenever possible and practical. Luminaires, fixtures, retrofit kits and drivers must meet the following requirements, which reference applicable third-party certifications and standards.
  - *All luminaires, retrofit kits and drivers must have at least a 5-year warranty and be UL Listed.*
  - *The following types of luminaires and fixtures are PROHIBITED and may NOT be purchased by City Departments.*
    - *Incandescent*
    - *Halogen*
    - *Fluorescent*
    - *High-intensity discharge (HID): Mercury vapor, low-pressure sodium, probe start metal halides (except models 1000 watts or higher)*

  Additional environmental requirements for luminaires are detailed in this regulation.

- **Regulation No. SFE13-03-GB: Implementing Green Building Requirements for City Buildings Ordinance**, This regulation requires that "Commodities and cleaning products purchased for use in City-Owned Facilities and Leaseholds shall be selected from the SF Approved list," found at sfapproved.org. It also directs City employees to avoid purchasing products (e.g., solder and wiring) that contain lead.

- **Chapter 5: Resource Conservation Ordinance**, which directs city employees to avoid buying products containing chlorinated plastics including, notably, polyvinyl chloride (PVC) vinyl in products and packaging.

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The City of San Francisco has adopted the **Commercial Lighting Efficiency Ordinance** requiring business to upgrade their lighting equipment from low-efficiency **T12 fluorescent lamps** to more efficient lighting equipment. The contract helps the City lead by example by prohibiting fluorescent T12 lamps, ballasts and luminaires from this contract and offering LED luminaires and retrofit kits, which are more energy-efficient and mercury-free.

B. **Minimum Environmental Requirements**

1. Contractor shall **not offer PROHIBITED products for sale** on or off contract to City purchasers, or to contractors making purchases in fulfillment of City department contracts.

3. Contractor shall complete the City's **spreadsheet template of all products available on the contract** within 21 days after it is provided by the City. Contractor shall provide information in the spreadsheet accurately. Product specifications and/or information provided on its spreadsheet shall include product information provided in contractor's online shopping platform and manufacturer website, and shall not include PROHIBITED products.

   The City's spreadsheet template may include, but is not limited, to the following example categories.

   a. Product category supplied by SF Department of the Environment
   b. Contract ID / Term Contract No.
   c. Contractor's No.
   d. Contractor's Name
   e. Manufacturer
   f. Brand
   g. Product Name/Description
   h. Manufacturer Part Number
   i. UPC (if available)
   j. Unit Price (without tax and BEFORE contract discount)
   k. Percentage Discount (per contract)
   l. Cost to City (without tax and AFTER contract discount)
   m. Unit of Measure
   n. Number of units sold per transaction
   o. CCSF Department
   p. Name of Purchaser
   q. Environmental attributes of product including third-party ecolabels or standards (e.g., ENERGY
      STAR, Design Lights Consortium (DLC Standard or DLC Premium), NEMA (Premium Efficiency and Energy Aware), International Dark Sky Association (IDA), EU Restriction of Hazardous Substances (RoHS), etc.)
   r. Date new product was added to the contract

   Contracts shall use the City's template to report their sales on this contract to OCA on a quarterly basis.

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4. If the Contractor's **environmentally preferable** ("**green") product claims** do not match those on the manufacturer's or environmental certifier's (e.g., ENERGY STAR) websites and the Contractor is unable to provide verification of the product's green claims, Contractor shall do the following within 30 days:
    a. Replace the product with a verified green product, if available, at no cost to the City.
    b. Correct inaccurate claims in its online shopping platform.

5. In the event that CCSF requires the Contractor to create a **punchout catalog** for its PeopleSoft e-procurement system, the Contractor must do so within 60 days. If applicable, the Contractor's punchout catalog shall have the same capabilities and list the same products as the online shopping platform described below. The punchout catalog shall enable CCSF customers to take these steps in this order:
    a. Click from within the City's PeopleSoft e-procurement system to the Contractor's online shopping platform.
    b. Browse the punchout catalog and add items to the shopping cart while both the City's PeopleSoft system and Contractor's online shopping platform maintain their connections. No orders are sent to the Contractor when the customer checks out from the punchout catalog.
    c. Have their shopping cart be brought back to PeopleSoft where the customer may add items to the requisition, cancel or edit the requisition, or submit the requisition.
    d. Submit the order from the City's PeopleSoft e-procurement system to the Contractor by adding and approving line items to a purchase order.

C. Preferred Environmental Criteria For Contractors

1. If the Contractor has an **online shopping platform** for CCSF clients, the online shopping platform should be capable of **blocking the display and sale** of any products or product categories deemed PROHIBITED by SFE pursuant to Attachment A. If applicable, Contractor shall block all categories of products that SFE flags as prohibited without requiring the City to identify and/or itemize individual items that fall within a given prohibited category. If applicable, Contractor shall block these products from view and from sale via the CCSF clients' platform within 21 days of the date the contract is awarded.

2. Over the life of the contract, Contractor shall, within 21 days of receiving a request from SFE or OCA, **block all** products and product categories SFE or OCA staff deem PROHIBITED. In the case of blocked product categories (e.g., all lamps and ballasts), Contractor will block the category or product without requiring the City to identify and/or itemize individual product numbers.

3. Additional preferred capabilities include the following:
    a. If a product has SUGGESTED environmental or health attributes, the ordering system shall direct users to green products on the contract that have SUGGESTED environmental or health attributes listed in Attachment A.

    b. The ordering system, catalog or price list shall **Display** green products (that comply with SUGGESTED environmental specifications in Attachment A) before other products on static pages and in search results.

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c. The ordering system, catalog or price list shall state if green products have any environmental or performance attributes including, such as third-party **ecolabels** (e.g., ENERGY STAR, Design Lights Consortium (DLC Standard or DLC Premium)) or meet other standards (e.g., RoHS-compliant, Title 24-compliant).

D. Lamps and Ballasts Exclusion

Lamps and ballasts are prohibited/excluded from being offered or sold on this contract. Lamps and ballasts MUST be purchased on the citywide Lighting Equipment Contract (e.g., 77408: Lamps; Ballasts; LED Luminaires and Retrofits; and Recycling Services), which includes standards for energy efficiency, rated life, and toxicity.

E. LED Luminaires, Fixtures, Retrofit Kits, and Drivers

Contractors may offer LED luminaires, fixtures, and retrofit kits on this as long as they meet the environmental specifications in the table below, which are derived from **Regulation** #SFE-20-06-PPO: Approved Alternative Products for Lighting Equipment. Inclusion on the Design Lights Consortium (DLC) Qualified Products List (QPL) is required for many categories of LED luminaries. A list of DLC-Qualified LED luminaires and retrofit kit products can be accessed at www.designlights.org/search/.

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LED Luminaires, Fixtures, Retrofit Kits and Drivers	Requirement(s) and Ecolabel Certification(s)
A. Interior LED Luminaires and Fixtures (Commercial)	• Must be on DesignLights Consortium (DLC) Qualified Product List (QPL); • Must have Class A Sound Rating; and • Must have Class A FCC Electromagnetic Compliance Rating.
B. LED Exit Signs and Other Emergency Luminaires	• Meets NFPA 101, NEC and OSHA Illumination Standards; and • Must have a minimum rated life of 50,000 hours or 5-year warranty. • In addition, exit signs must use 5 watts per face or less per Title 20.
C. Exterior (Outdoor) LED Luminaires (Commercial)	• Must be on the DesignLights Consortium (DLC) Qualified Product List (QPL); • Must have Class A Sound Rating; • Must have Class A FCC Electromagnetic Compliance Rating; and • Must be fully shielded to minimize light pollution.
D. LED Retrofit Kits (for interior & exterior luminaires) (Commercial)	• Must be on the DesignLights Consortium (DLC) Qualified Product List (QPL); • Must have Class A Sound Rating; and • Must have Class A FCC Electromagnetic Compliance Rating.
E. LED Drivers	• Must have Class A Sound Rating; • Must have Class A FCC Electromagnetic Compliance Rating; • Must be RoHS Compliant; and • Must have a minimum rated life of 50,000 hours or 5-year warranty.

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

1. Luminaires or fixtures that contain (or are designed) for INCANDESCENT or HALOGEN lamps, except if they are needed for emergency lighting and equivalent LED emergency luminaires are unavailable.

2. Luminaires or fixtures that contain (or are designed) for FLUORESCENT or HIGH-INTENSITY DISCHARGE lamps (except metal halide luminaires of 1000 watts or higher for which LED luminaires are unavailable or do not meet performance requirements.)

3. Outdoor LED luminaires or fixtures that are not fully shielded to ensure that they do not contribute to light pollution.

4. LED luminaires, fixtures or retrofit kits that are not ENERGY STAR-certified OR on the Design Lights Consortium (DLC) Qualified Products List, except portable desk and floor lamp fixtures,

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night lights, exit signs and emergency luminaires.

Contractors may offer LED drivers and lighting controls on this contract. All LED drivers must have a rated life of at least 50,000 hours. LED drivers and lighting controls that are RoHS-compliant are preferred.

F. Additional Requirements for Luminaires and Fixtures

1. All portable desk and floor lamp fixtures, and night lights must use LEDs as their only lighting source. Products that are ENERGY STAR-certified and/or RoHS-compliant are preferred.

2. All luminaires and fixtures offered and sold on this contract must meet all applicable UL and ANSI safety standards, including UL 1598 (for luminaires).

3. All exit signs (except self-luminescent models) offered or sold on this contract must be lit with light-emitting diodes (LEDs) or light-emitting capacitors. All models must consume no more than 5 watts and have at least a 3-year warranty. All exit signs must also be UL 924-certified and meet NFPA 101, NEC and OSHA Illumination standards.

E. ENERGY STAR Requirements

All products in the following categories offered or sold on this contract must be ENERGY STAR-certified:

a. Air purifiers and dehumidifiers
b. Appliances
c. Ceiling and ventilation fans
d. HVAC equipment (e.g., Air conditioners, Boilers, Furnaces, Heat pumps, etc.)
e. Pool Pumps
f. Residential lighting equipment
g. Thermostats
h. Uninterruptible Power Supplies
i. Water coolers and heaters

A list of ENERGY STAR-certified products can be accessed at www.energystar.gov. Products on the ENERGY STAR Most Efficient List are preferred; see https://www.energystar.gov/products/most_efficient.

F. Lead-Free Solder Requirement

All solder offered or sold on this contract must be lead-free.

G. Mercury Restrictions

No thermostats, button-cell batteries, lighting equipment or other products containing mercury may be offered or sold on this contract.

H. Rechargeable Battery and Flashlight Requirements

If the Contractor offers standard (alkaline) AA, AAA and D cell batteries on this contract, it shall also offer rechargeable AA, AAA, and D cell batteries that use nickel metal-hydride (NiMH) chemistry, and are low-self discharge (i.e., able to retain at least 80% of its capacity after 1 year of storage or 75% after 3 years of storage). It must also offer at least one Smart Battery Charger that charges 4-AA

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or AAA NiMH batteries; one Smart Battery Charger that charges 8 to 12 AA or AAA rechargeable batteries as well as C, D and 9V NiMH batteries; and one Battery Charger with Car Cord (that charges 2 or 4 AA or AAA batteries). In addition:

- All AA NiMH rechargeable batteries offered or sold on this contract (including batteries that are included in charger kits) must have a power rating of at least 2300 mAh;
- All AAA NiMH rechargeable batteries offered or sold on this contract (including batteries that are included in charger kits) must have a power rating of at least 900 mAh;
- All D-cell NiMH rechargeable batteries offered or sold on this contract (including batteries that are included in charger kits) must have a power rating of at least 10,000 mAh; and
- Vendors are not allowed to sell: household-type (AA, AAA, C, D, and 9 volt) rechargeable Nickel-Cadmium (Ni-Cad) batteries due to higher toxicity.

All flashlights, head lamps, and lanterns must use LEDs as their only light source. Contractors must offer at least one brand of flashlight, head lamp and lantern with a built-in rechargeable battery.

I. Battery and Thermostat Recycling

Contractors on this contract shall offer to collect and recycle rechargeable batteries free of charge through the www.call2recycle.org or an equivalent program as approved by the Director of the San Francisco Department of the Environment. Contractors shall describe any programs they offer to collect and recycle rechargeable batteries free-of-charge. Contractors shall also describe any programs they offer to collect and recycle other types of batteries, including the cost for this service.

Contractors shall offer to collect and recycle mercury-containing thermostats free of charge through the Thermostat Recycling Corporation's recycling program (www.thermostat-recycle.org) or an equivalent program approved by the Director of the San Francisco Department of the Environment. Contractors shall describe any programs they offer to collect and recycle mercury-containing thermostats free of charge.

Contractors shall also describe any programs they offer to collect and recycle other types of batteries, including the cost for this service for Departments interested in this purchase.

J. RoHS-Compliant Electrical Equipment

Contractors are strongly encouraged to clearly label and offer electric equipment that is compliant with the European Union's Restriction of Hazardous Substances (RoHS) Directive.

K. Energy-Efficient Motors

All motors offered and sold on this contract shall be either on the NEMA Premium Efficiency List, which can be accessed at www.nema.org/directory/products/nema-premium-motors or be a variable speed motor.

Climate-Friendly Refrigerants

Contractors are strongly encouraged to offer and clearly label appliances that contain – or are designed to

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use – climate-friendly refrigerants. Approved products can be found at https://www.climatefriendlycooling.com/.

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APPENDIX B – Documentation of Transfer

LAW OFFICES
STIMMEL, STIMMEL & ROESER
A PROFESSIONAL CORPORATION
48 GOLD STREET, 2ND FLOOR
SAN FRANCISCO, CALIFORNIA 94133
TELEPHONE (415) 392-2018
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RONAK PATEL

HARRY CORVIN
1913-1970
NORMAN S. STIMMEL
1939-1991

MENLO PARK AND
SAUSALITO OFFICE BY
APPOINTMENT ONLY

PARTNER EMERITUS
ANDRINE K. SMITH

September 22, 2021

To: City and County of San Francisco, a municipal corporation

Re: Opinion Letter - Novation Agreement – SFO Airport Contract Dated May 1, 2018 as Amended

Dear City Representative and County Counsel:

This office represents Alcal Industries, Inc., a California Corporation ("Alcal"). As requested by the City and County of San Francisco, counsel for Alcal, Steven Roeser, hereby submits this opinion letter regarding the transfer and assignment of the SFO Airport Contract Agreement dated May 1, 2018, as amended on March 9, 2021 ("Contract"), from Maltby Electric Supply Company, a California Corporation, as transferor ("Maltby"), to Alcal Industries, Inc., as transferee.

We have reviewed all documents relating to Alcal, the Contract, and the assignment of the Contract from Maltby to Alcal. We note that we have also acted as counsel for Alcal with respect to Alcal's purchase of all assets of Maltby under the asset purchase agreement dated _____ between the parties ("Asset Sale"). After completing our review of the foregoing, we are of the opinion that:

Alcal is a corporation formed under the laws of the State of California, and Alcal is validly existing and in good standing.

Alcal has the corporate power to enter into and perform its obligations under the Asset Sale and the Contract.

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The Asset Sale contract is a binding and enforceable contract on Alcal and Maltby.

Alcal has taken all corporate action necessary to authorize the execution and delivery of, and the performance of its obligations under, the Asset Sale and the Contract. All consents, approvals, authorizations, or orders of, and filings, registrations, and qualifications on the part of, any United States federal or California state regulatory authority or governmental body required to execute and deliver, and to perform its obligations under, the Asset Sale and the Contract have been obtained or made.

Alcal is acquiring all assets of Maltby that in any way relate to the Contract.

I have personal knowledge of all of the foregoing statements, which are true and correct to my knowledge.

Sincerely,

Steven R. Roeser, Esq.

cc: Client, Legal team